



COLLECTIVE AGREEMENT

BETWEEN

OVERHEAD DOOR AND DOCK COMPANIES

AND

**INTERNATIONAL IRONWORKERS ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRONWORKERS DISTRICT
COUNCIL OF ONTARIO**

October 1st, 2019 to September 30th, 2022

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PREAMBLE:

This collective agreement known as the Overhead Door Agreement (the "Agreement"), is made and entered into by and among owners and/or contractors engaged in field erection, field installation, field servicing, repair and maintenance and general labour relating to wood, metal and/or plastic overhead and related doors (hereinafter referred to as the "Employer") and Local Union(s) or District Council(s) affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (hereinafter referred to as the "Union") for the purpose of establishing harmonious labour relations.

PURPOSE:

1. This Agreement is made and approved pursuant to Articles 1.5 and 11.3 of the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario and applies to the performance of the following work by employers in residential, industrial, commercial, institutional and heavy engineering premise's:

- a) Throughout the entire territorial jurisdictions of Local 721, 736, 759 and 786;
- b) Throughout the territorial jurisdiction of Local 700 except Board Area 1;
Additionally, work performed within Local 765's geographic territory by persons who already working under this Appendix and transferred into Local 765's territory and, absent an agreement to the contrary between Local 765 and the Employer, the Appendix shall be applied to such persons;

Field erection, field installation, field servicing, repair and maintenance and general labour relating to wood, metal and/or plastic doors as set out more specifically in Article 1.03 Jurisdiction.

2. The purpose of this Agreement is to provide orderly Collective Bargaining Relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Employer's business. Both parties agree to cooperate together to achieve these goals of mutual interest.

ARTICLE 1 – RECOGNITION AND SCOPE OF THE AGREEMENT

1.01 RECOGNITION The Employer recognizes the Union as the exclusive bargaining agent for all employees of Companies signatory to this Agreement engaged in the installation, repairing, servicing and maintaining of doors save and except non-working foreman persons above the rank of non-working foreman, office, sales shop, plant employees and warehouse employees.

1.02 DEFINITION It is understood that the business of the Employer includes installation, repair and maintenance of wood, metal and/or plastic doors (and any doors made of materials other than wood, metal and plastic) in residential, industrial, commercial, institutional and heavy engineering premises.

1.03 JURISDICTION Employees engaged in the work referred to in Articles 1.01 and 1.02 will be known as Industrial Door Mechanics and as such will have jurisdiction over the FIELD erection, FIELD installations, FIELD servicing and general labour relating to overhead doors, sliding and

folding doors, flexible traffic doors, rolling doors, shutters and grilles, blade doors. HANGER DOORS, FABRIC DOORS, REFRIGERATION DOORS, SOUND DOORS, BLAST DOORS, R.F. SHIELDING AND NUCLEAR DOORS, PRESSURE, LIGHT PROOF, FUME TIGHT DOORS, sliding and folding partitions, fire door, dock bumpers, dock ramps, dock covers, dock levelers, dock seals, dock shelters, door barriers, door and gate operators and shall have in addition jurisdiction over the unloading, hoisting, dismantling, erection, assembling, lining, adjusting, burning, welding, rigging and maintenance of the aforesaid items.

- 1.04** A door mechanic who is working on the installation or service of tail fins doors, hangers doors and cable and weight doors (does not apply to sectional doors) that is both greater than 30 feet in height and the employee is working more than 30 feet above ground or floor level shall be paid an additional \$8.00 per hour over his stipulated wage rate while physically working at/over the 30 feet height.

ARTICLE 2 – UNION SECURITY

2.01 PROBATION PERIOD. Each of the employees to whom this Agreement is applicable shall, as a condition of employment, be or become a non-craft member of the Local Union in whose geographic territory the employee is based and shall, for the duration of the Agreement, remain a member of the *Local Union in good standing as provided herein*.

2.02 MEMBERSHIP Employees who are members of the Local Union in good standing shall be qualified to do work covered by this Agreement. When notified in writing by the Local Union that an employee is not in compliance with sub-section 2.01 above, the Employer shall discharge such employee unless or until he complies with the provisions of 2.01, provided that the Employer shall not be obliged to take any action in this regard in violation of the Labour Relations Act.

The Employer shall notify the Steward of the name and address of each new employee on the date such employee is hired or rehired.

2.03 NO UNION BUSINESS Except as permitted by the provisions of this Agreement, or unless specifically authorized by the Employer, it is agreed there shall be no solicitation of membership, collection of union dues or meetings of the Union on the premises of the Employer, during standard working hours and/or on company time.

2.04 The Employer will continue its present practice of hiring employees from such sources as it sees fit and shall supply the Union with the name and address of such new employee immediately after such employee is hired or re-hired. Such new employees must become members of the Local Union as provided for in Article 2.01.

2.05 NO CONTRACTING OUT

(a) The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not bound to this Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario.

(b) Further, no current paid up card carrying member of the Local Union shall enter into any subcontract or Agreement or perform any work that is covered by this Collective Agreement for any person, company, firm corporation or partnership that is not signatory to this Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario.

2.06 Notwithstanding anything else in this agreement, where Employees work in the geographic territory of another Local Union for seven (7) days or longer all field dues for their work shall be remitted by the Employer to the Local Union in whose territory the work is performed by the fifteenth (15th) day of the month following the month in which the hours were worked. All other dues shall be remitted to the applicable home Local Union by the fifteenth (15th) day of the month following the month in which the hours were worked.

ARTICLE 3 – HOURS OF WORK

3.01 NO GUARANTEE The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours per day or per week or days of work per week.

3.02 REGULAR DAY & WEEK The regular workday shall consist of eight (8) consecutive hours, exclusive of time off for lunch, with pay for eight (8). At the option of the Employer an additional hour may be added to the regular workday Monday through Thursday inclusively. The regular workweek shall be Monday through Friday.

3.03 Each company signatory of this Agreement will continue its present practice in regard to starting time. Any change in the starting time will be allowed only after conferring with Union Representative.

ARTICLE 4 – OVERTIME

4.01 The Union recognizes that the employer is engaged in the sales and services business and that service is offered to customers twenty-four hours per day and seven days per week, thereby making overtime necessary from time to time; therefore the Employer may require employees to perform work in excess of their regularly assigned hours.

- 4.02** (a) Overtime rates shall be based on all hours worked over 9 hours Monday through Thursday and all hours worked over 8 hours Friday, in accordance with 3.02
- (b) All hours worked on Saturdays shall be paid at time and one-half.
- (c) All hours worked on Sunday shall be paid at double time.
- (d) All hours worked after 12:00 a.m. on any regular working day shall be paid at double time.
- (e) All hours worked from Monday through Thursday over nine (9) hours per day and all hours Friday over eight (8) hours per day until 12:00 a.m. shall be paid at time and one half. Premium rates for holidays shall be as set out in Article 6.
- 4.03** Overtime work will be assigned as impartially as possible amongst employees subject to their ability to perform the work required.

ARTICLE 5 – COVERALLS

- 5.01** The employees are required to wear coveralls, or other such uniforms, should the Employer decide to supply them. The employer agrees to supply a winter jacket or coveralls on a 12 month rolling basis.

ARTICLE 6 – HOLIDAYS

- 6.01** Employees who have completed their probationary period shall receive the following holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day, plus additional statutory holidays that may be declared by official government decree.

- 6.02 AFTER PROBATION** If retained after completion of the probationary period, the employee shall be paid for any and all paid holidays for which he has not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- 6.03 WITH PAY** Subject to Section 6.04, 6.05 and 6.06, the Employer shall give to *an employee a holiday and pay to the employee his regular wages for each* of the above holidays.
- 6.04 WORKING DAYS** Where a holiday falls upon a working day for any employee, the Employer may with the agreement of the employee or the Union substitute another working day for the holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the holiday.
- 6.05 NON-WORK DAY OR VACATION** Where a holiday falls on a non-working day for an employee or in his vacation the Employer shall:
- (a) with the agreement of the employee or the Union, pay the employee his regular wages for the holiday.
- OR**
- (b) designate a working day that is not later than the next annual vacation of the employee, and the day so designated shall be deemed to be the holiday.
- 6.06 QUALIFICATION** An employee does not qualify for holiday with pay who:
- (a) has not completed his probationary period;
- OR**
- (b) fails to work his scheduled shift day immediately proceeding and/or hours scheduled day immediately following a holiday or is on leave of absence.
- OR**
- (c) has agreed to work on a holiday and who, without reasonable cause, fails to report for and perform the work.

6.07 RATE OF PAY Where an employee works on a holiday, the Employer shall pay to the employee for each hour worked a premium rate of not less than one and one-half times his regular rate and where the employee is entitled to the holiday with pay, his regular wages in addition thereto.

ARTICLE 7 – PROBATIONARY EMPLOYEES

7.01 REDUCED RIGHTS During the one hundred and eighty (180) days employed, a new employee including those re-hired after severing their employment relations with the Employer, the employee shall be recognized as being a probationary employee and may, during such probationary period, be laid-off, or discharged as exclusively determined by the Employer and, in such event, there shall not be any grievance processed with respect to the layoff or discharge.

ARTICLE 8 – PAY DAY

8.01 Employees shall be paid on a designated payday every two weeks, in cash or by cheque respect of the designated work weeks immediately proceeding. The employer may elect to have said funds directly deposited through electronic transfer where the employer is able to accommodate. When an employee is laid off or discharged, he shall be paid all outstanding monies owing in cash or by cheque pursuant to the Employment Standards Act.

ARTICLE 9 – LAY OFF

9.01 LAY OFF Employees shall be laid off according to their seniority in their classification subject to their ability to perform the work required.

9.02 NOTICE Employees who are being laid off permanently or for an indefinite period of time over 20 working days shall be given 5 working days notice or at the option of the Employer, five (5) days pay at the regular straight time rates (8 hours per day).

9.03 SENIORITY DEFINITION Seniority shall be based on the employees' length of employment with current Employer.

ARTICLE 10 – REPORTING TIME ALLOWANCE, BEREAVEMENT LEAVE

10.01 When an employee employed on a job or project reports as usual for work, but is unable to commence work because of circumstances beyond his control, he shall be given three (3) hours pay for reporting on the job. Reporting time allowance payable for Saturdays, Sundays, Holidays, or Overtime Hours shall be payable at the overtime rate.

10.02 FOR SHOP ALSO The above Article 10.01 in its entirety will also apply to employees who are ordered to report to the Employer's premises.

10.03 PRIOR NOTICE The reporting allowance as outline herein shall not apply whenever an employee has received notice not to report for work by 5:00 p.m. the **previous day**.

10.04 CALLS A designated Employee who is called out for service work after normal working hours shall be paid for minimum of three (3) hours at the applicable overtime rate as set out in Article 4 for each separate call-out/project assigned to them. On days on which there are no call-outs, one (1) hour straight time shall be paid to each designated Employee on call who does not receive a call-out.

10.05 BEREAVEMENT LEAVE Employees will receive three (3) days leave of absence with two (2) days (eight hours straight time) paid for the purpose of arranging and attending the funeral of a member of the employee's immediate family. Immediate family includes father, mother, spouse, sibling or child (children) of the member.

ARTICLE 11 – VACATIONS

11.01 ONE YEAR Upon completion of one (1) year of employment, the Employer shall give to the employee a vacation of two (2) weeks with pay.

11.02 SCHEDULE OF YEARS TO WEEKS VACATION DUE

Upon completion of the years of employment referred to below the Employer shall give to the employee a vacation with pay as follows:

After 1 year's service a vacation of ten (10) working days.

After 4 year's service a vacation of fifteen (15) working days.

After 8 year's service a vacation of twenty (20) working days.

After 14 year's service a vacation of twenty-five (25) working days.

For the purpose of this Article, the word "wages" shall be deemed to mean wages as, defined in the Employment Standards Act, 2001, as amended.

11.03 SCHEDULING of vacations shall be at the sole discretion of the Employer. The vacation of any employee shall be scheduled between the 1st day of July and the 31st day of August in each vacation year, or at such other times as the employee or Employer agree upon.

11.04 POSTING AND PAYMENT

(a) Vacation schedules shall be posted by April 30th in each year and shall not be adjusted except by mutual agreement of the employee and the Employer.

(b) Vacation pay is to be paid on each pay period. Vacation pay percentage paid as per Vacation Pay in Appendix A.

ARTICLE 12 – TRAINED INDUSTRIAL DOOR MECHANICS

12.01 TIME The experience and period of time required to qualify as a trained industrial door mechanic is forty-eight (48) months worked in commercial and industrial doors installation and servicing.

12.02 CREDIT The Employer will credit employees for service as Industrial Door Mechanics or trainers with Employers who are signatory to the Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario or who are subsequently signatory to either agreement.

12.03 JOINT COMMITTEE A Committee shall be formed of Union and Management which shall meet at least quarterly for the specific purposes of guiding and assessing the progress made in stabilizing the industry and the accomplishments towards uniform Provincial Agreement with companies and erectors of products and equipment encompassed in Article 1.03 of the Collective Agreement.

12.04 APPRENTICES AND TRAINING A committee shall be set up which shall include Management and Union for the specific purpose of setting out guidelines and a format to train apprentices and upgrade mechanics in the skills required in the industry. This committee shall meet at least bi-annually and shall be subject to the review of the entire management group as to its accomplishments. This committee shall work with and include the facilities of educational institutions, which have specifics specialization to contribute.

ARTICLE 13 – RATES OF PAY

13.01 WAGES The wages for Industrial Door Mechanicals shall be as set out in Appendix “A” attached.

13.02 CWB Any Industrial Door Mechanic holding a current C.W.B. (all positions) card will receive \$1.25 hours over his stipulated wage rate. The company will only be required to pay this premium to one (1) employee per vehicle.

13.03 SPECIAL HELPER RATE There shall be a special helper rate. Please see Appendix “A” after 4 years of service. This special rate shall not apply to any present employees, who shall be paid in **accordance with the rates set out in Appendix “A”** and Article 13.02 above. Present employees will have seniority over other employees. Progression through the special helper rate will be on the same basis as provided in Article 13.01 above.

ARTICLE 14 – SAFETY PROVISIONS

14.01 Company shall appoint a safety representative as per the Occupational health and Safety Act.

14.02 LAW & TRAINING

(a) Employees and the Employer and its management shall familiarize themselves with the Occupational Health and Safety Act, as amended and the construction industry regulations under the Occupational Health and Safety Act. All employees shall work according to the provisions of this statute and its regulations, plus any additional individual company safety programs which are in effect or that may be instituted during the term of this Agreement.

- (b) Union and Management will set up a committee for the purpose of establishing guidelines for a training program particularly applicable to the industry and its working conditions. This committee shall work with such other agencies as can contribute to its success.
- (c) Training organized at the sole direction of the Employer will be paid at straight time rates for the employee, should the member successfully complete the training. The employee will only be paid for the duration of the training not including travel to and from training site. Training hours will not be included in the calculation of overtime hours.
- d) Each company shall appoint a safety representative as per the Occupational Health and Safety Act.

14.03 REPLACEMENT OF TOOLS The Employer agrees to replace all hand tools broken on the job. Broken tools must be presented for reimbursement.

14.04 FOOTWEAR The employer agrees to pay the employee \$300.00 per year towards the purchase of C.S.A. approved safety footwear, upon presentation of a receipt.

ARTICLE 15 – SHOP STEWARD

15.01 APPOINTED There shall be One (1) Steward appointed by the Local Union Business Agent for each Company. The Union shall notify the Employer, in writing, as to the identity of the steward, and if the Employer disapproves of the said steward, the Employer shall notify the Union in writing stating the reasons for such disapproval. If the reason or reasons are acceptable to the Union, a new Steward will be appointed by the Union

immediately. If not acceptable the Union and Employer will meet to discuss the reasons of disapproval and, if necessary, the grievance procedure will be followed. In the event of a lay-off, the steward shall be retained provided the said steward is willing and immediately able to perform the work.

ARTICLE 16 – DISCRIMINATION

16.01 NO DISCRIMINATION The Employer will not discriminate against, inflict restraint on or coerce employees because of membership or activity in the Union, and no employee shall conduct Union activity during working hours other than for the purposes of and as necessary for the administration of this Agreement.

16.02 The parties will comply with their obligations under Ontario's Human

ARTICLE 17 – GRIEVANCE & ARBITRATION

17.01 EARNEST EFFORT There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedures set out herein, any complaints, grievances or disputes arising from the interpretation, application or administration of this Agreement.

17.02 IN WRITING All grievances to be dealt with under STEP 2 below, shall be in writing, and signed by the Union or the employee having such grievance.

17.03 VALIDITY Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subjected to change at later steps except by mutual Agreement with the Employer, or in the case of remedy, by the Arbitration Board.

17.04 TIME LIMITS Any time limits referred to in this Article may be extended by Agreement in writing.

17.05 ABANDON If the provisions of this Article 17 hereof are not taken within the time limits specified therein or as extended in writing as set out above, the grievance may be deemed to have been abandoned and may not be re-opened.

17.06 STEPS Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 – It is understood and agreed that Union or the employee does not have a grievance until the complaint has been discussed (where possible), with the foreman or superintendent and he is given the opportunity of dealing with the complaint. This shall be done within 14 calendar days of the date the incident occurred. The employee may have his steward or Business Representative present if he so desires when presenting his complaint.

STEP 2 – If the grievance is not settled within fourteen (14) calendar days after STEP 1 has been taken, it shall be reduced to writing and shall be dealt with by Management of the Employer and of the Union, or their delegated Representative. If within seven (7) calendar days of the meeting between Management of the Employer and the Union, the grievance has not been resolved; either party may submit the matter to arbitration.

17.07 The Employer or the Union may submit a written grievance at Step 2.

17.08 BINDING Any settlement agreed upon by both parties shall be binding upon the Employer, the Union and the employee or employees concerned.

17.09 TIME LIMIT FOR REFERRAL TO ARBITRATION Any grievance, including any question as to whether a matter is arbitral submitted to

Arbitration shall be submitted with fourteen (14) calendar days after the completion of STEP 2.

17.10 ARBITRATION BOARD

(a) **The Board of Arbitration will be composed of one** (1) person appointed by the Union, one (1) person appointed by the employer and a third person to act as chairperson chosen by the two members of the Board.

(b) Each party shall notify the other of the name of its appointee within seven (7) days of the submission to arbitration.

(c) Should the parties' nominees fail to agree on a third person to act as a chairperson within fourteen (14) calendar days of the notification mentioned in Article 17.10 (b) either party may request that the Minister of Labour for the Province of Ontario to appoint a chairman.

(d) The decision of the Board of Arbitration or a majority of such Board, constituted in the above manner, shall be binding on the employee, the Union and the Employer.

(e) The Board of Arbitration shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

(f) Each of the parties of this Agreement will bear the expense of the nominee appointed by it and the parties will jointly bear the expense, if any, of the chairperson.

ARTICLE 18 – MANAGEMENT RIGHTS

18.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, demote, promote or discipline employees, provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided;
- (c) generally manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing to determine the locations of workplaces, the materials, methods, machines and tools to be used in the execution of the work and the working schedules, subject to the terms of this Agreement.

ARTICLE 19 – NO STRIKE OR LOCK – OUT

19.01 No employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lockout his employees during the term of this Agreement.

ARTICLE 20 – BENEFITS AND PENSION

20.01 WELFARE BENEFITS Existing Welfare Packages of signatory companies shall remain in force for the term of the Agreement. Life Insurance of each employee shall be increased to \$40,000.00 effective immediately.

20.02 PENSION PLAN CONTRIBUTION FOR JOURNEYMEN Effective

January 1, 2002, the Employer will pay to the Iron Workers Ontario Pension Fund, as established by a Trust document dated June 9, 1966 and as subsequently amended, the following amounts for each hour earned by the employee working under this Agreement:

October 1, 2019	\$5.08
October 1, 2020	\$5.08
October 1, 2020	\$5.08

NOTE: changes to these amounts during the term of the Agreement may be made by the Agreement of the parties. Time and a half and double the amounts specified in 20.02 will be paid for all overtime hours in accordance with Article 4.02.

ARTICLE 21 – OUT OF TOWN WORK - PER DIEM

21.01 Employees working work-out-of-town and are required to spend the night, shall receive a per diem payment of \$125 per day for meals and housing allowance for each day they reasonably require overnight accommodation.

ARTICLE 22- DURATION AND TERMINATION OF AGREEMENT

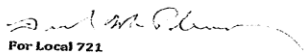

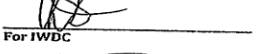
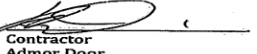
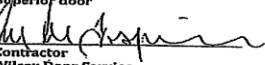

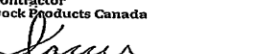
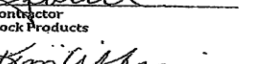
22.01 This Agreement shall become effective October 1ST, 2019 and shall remain in full force and effect until September 30TH, 2022 and from year to year thereafter unless written notice to change or modify the Agreement is filed by either party not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of any such period. In the event that such a written notice is given, negotiations will commence within ten (10) days after the receipt of such notice.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives.

DATED THIS 4TH **DAY OF** September **2019.**

The renewal Collective Agreement Memorandum is subject to ratification by the Union's membership

In Witness October 28th, 2019

 For Local 721	<u>10/17/2019</u> Date
 For Local 796	<u>02/12/2020</u> Date
 For IWDC	<u>February 12/2020</u> Date
 Contractor Admor Door	<u>Nov 4, 2019</u> Date
_____ Contractor Dock Products	_____ Date
_____ Contractor Superior door	_____ Date
 Contractor Wilcox Door Service	<u>Nov 4/19</u> Date
 Contractor Dock Products Canada	<u>Nov. 13.19</u> Date
 Contractor Dock Products	<u>Nov. 13.19</u> Date
 Contractor Blye Giant	<u>Nov 4, 2019</u> Date

APPENDIX “A”

NOTE: Total package includes IMPACT charges if applicable.

Industrial Door Mechanic – 100% Package Rate

Effective Date	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 29.09	\$ 29.94	\$ 30.89
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 5.08	\$ 5.08	\$ 5.08
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.22	\$ 0.22	\$ 0.23
Total Package	\$ 34.79	\$ 35.64	\$ 36.60
Vac Pay	Between 4% & 10%	Between 4% & 10%	Between 4% & 10%

Industrial Door Mechanic – Pay Escalation Scale Schedule

Start Date	3 Months	12 Months	24 Months	36 Months	48 Months
60%	65%	70%	80%	90%	100%

Special Helper Rate Schedule

*** Vacation Pay is 4% for all Special Helper persons ***

FIRST 6 MONTHS	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 17.79	\$ 18.64	\$ 19.59
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.27	\$ 4.27	\$ 4.27
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.13	\$ 0.14	\$ 0.16
Total Package	\$ 22.59	\$ 23.45	\$ 24.42

AFTER 6 MONTHS	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 18.75	\$ 19.60	\$ 20.55
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.32	\$ 4.32	\$ 4.32
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.14	\$ 0.15	\$ 0.15
Total Package	\$ 23.61	\$ 24.47	\$ 25.42

AFTER 1 YEAR	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 19.38	\$ 20.23	\$ 21.18
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.38	\$ 4.38	\$ 4.38
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.15	\$ 0.15	\$ 0.16
Total Package	\$ 24.31	\$ 25.16	\$ 26.12

(cont'd)

AFTER 2 YEARS	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 20.99	\$ 21.84	\$ 22.79
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.50	\$ 4.50	\$ 4.50
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.16	\$ 0.16	\$ 0.17
Total Package	\$ 26.05	\$26.90	\$ 27.86

AFTER 3 YEARS	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 22.60	\$ 23.45	\$ 24.40
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.61	\$ 4.61	\$ 4.61
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.17	\$ 0.18	\$ 0.18
Total Package	\$ 27.78	\$ 28.64	\$ 29.59

AFTER 4 YEARS	Oct. 1st, 2019	Oct. 1st, 2020	Oct. 1st, 2021
Wages	\$ 24.19	\$ 25.04	\$ 25.99
Welfare	Existing Package	Existing Package	Existing Package
Pension	\$ 4.68	\$ 4.68	\$ 4.68
Field Dues	\$ 0.40	\$ 0.40	\$ 0.40
IMPACT	\$ 0.18	\$ 0.19	\$ 0.19
Total Package	\$ 29.45	\$ 30.31	\$ 31.26

IMPACT

“IRONWORKERS MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (I.M.P.A.C.T.)”

Each employer working in the territorial jurisdiction of Local Union 721 will actively participate in IMPACT. The Financial commitment to the Trust Agreement will be three quarters (3/4) of one percent of the Journeyperson base wage outlined in the schedules contained in the Agreement. This commitment will be born equally by both Labour and Management and will be reflected in the District Council Fund for deduction and remittance to the appropriate parties for each hour earned by employees covered by this Agreement to IMPACT.

Deductions shall be remitted to the Benefit Plan Administrators post-marked by the 15th of the month following the month in which the hours were worked. If the Employer does not submit as required above, an interest charge of fifteen (15%) of per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

LETTER OF UNDERSTANDING

BETWEEN:

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS**

IRON WORKERS DISTRICT COUNCIL OF ONTARIO

(the Union)

-and-

OVERHEAD DOOR AND DOCK COMPANIES

(the Employers)

WHEREAS, Ironworkers District Council of Ontario and various Overhead Door and Dock Companies are parties to a collective bargaining relationship;

AND WHEREAS, Ironworkers District Council of Ontario and the Overhead Door and Dock Companies are parties to a collective agreement (the Overhead Door and Dock Agreement or the Agreement) made and approved by the Iron Workers Employer and Employee Bargaining Agencies pursuant to Articles 1.5 and 11.3 of the Collective Agreement between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers et al. and the Ontario Erectors Association Inc. et. al. effective from Oct.1, 2016 until Sept. 30, 2019 (The Iron Workers Provincial Agreement).

AND WHEREAS, the Iron Workers Provincial Agreement expires triennially from April 30, 2019 pursuant to subs. 162(3) of the *Labour Relations Act, 1995*;

AND WHEREAS, terms and conditions of the Overhead Door and Dock Agreement have historically expired on September 30th in any given bargaining year;

AND WHEREAS, the parties wish to take certain steps to ensure that the operative dates of the Overhead Dock and Door Agreement are in compliance with section 162(3) of the *Act* and to provide for a timetable for renegotiating the terms and conditions of that Agreement that is consistent with the requirements of the *Act* and the practice of the parties;

AND WHEREAS, the parties have negotiated renewal terms and conditions of the Overhead Dock and Door Agreement to be effective until September 30, 2022 pending agreement on the expiration and renewal dates of that Agreement and bargaining/arbitration processes for a renewal of that Agreement;

NOW THEREFORE, the parties agree as follows:

1. The parties agree that the term of the Agreement shall be from the date of its execution until September 30, 2022.
2. In 2022, either the Union or the Employers may give notice to bargain to alter the terms and conditions of the Overhead Door and Dock Agreement not more than ninety (90) days and not less than sixty (60) days prior to September 30.
3. In the event that the parties have not reached the terms and conditions of a renewal agreement by November 1, 2022, the Union or Employers may at any time by notice given in accordance with paragraph five (5) require that the matters in dispute between them be decided by arbitration.

4. The notice of referral to arbitration shall be given in writing.
5. Subject to subsection six (6), all terms and conditions of employment and all rights, privileges and duties that existed under the Agreement that expired on September 30, 2022 shall apply with respect to the Employers, the Union and the employees, as the case may be, during the period beginning on the day on which notice of referral to arbitration was given and ending on the day the Agreement is renewed or replaced save and except that the Employer and the Union may agree to alter a term or condition of employment or a right, privilege or duty.
6. The arbitrator shall be one of George Surdykowski, Robert Herman or Norm Jesin or such other arbitrator as the parties may agree to in writing.
7. The appointment of a person as arbitrator under this section shall be conclusively presumed to have been properly made and no application shall be made to question the appointment or to prohibit or restrain any of the arbitrator's proceedings.
8. The Union shall bear one-half of the arbitrator's fees and expenses. The remaining half shall be divided between the Employers.
9. If the parties do not agree on a different method of arbitration, the method or procedure shall be mediation-arbitration for the monetary items in dispute and mediation arbitration for other items in dispute.
10. The arbitrator shall convene the parties to begin the proceeding as soon as possible after being appointed and not later than fourteen (14) days after that day.
11. On or before the first day of the proceeding, the parties shall file with the arbitrator a joint written statement setting out the matters on which they reached agreement before the arbitrator was appointed and final written offers on any matters in dispute between the parties.
12. The parties agree that the arbitrator has exclusive jurisdiction to determine all matters that he or she considers necessary to conclude a new Overhead Door and Dock Agreement including whether a matter in dispute is a monetary item.
13. The arbitrator remains seized of and may deal with all matters within his or her jurisdiction until the new Agreement between the parties is in force.
14. The arbitrator shall try to assist the parties through mediation to settle any matter that he or she considers necessary to conclude the collective agreement.
15. Subject to anything to the contrary set out herein, the arbitrator has all the powers of an arbitrator under subs. 48(12) of the *Labour Relations Act, 1995*.
16. The parties may at any time notify the arbitrator in writing as to matters on which they reach agreement after the appointment of the arbitrator.
17. If the parties execute a new Agreement before the arbitration is completed, they shall so notify the arbitrator and the arbitration proceedings are terminated when the agreement comes into force.

18. They Union and Employers shall prepare and execute documents giving effect to an arbitrator's award within seven days of after the award has been made and if the parties do not prepare and execute such documents, the agreement comes into force as though they had been executed by the Union and the Employers and constitutes the new agreement.

19. Unless the parties agree to renew or create a further interest arbitration process for the 2022 round of bargaining, the new agreement shall expire September 30, 2025. The parties may agree to a process for interest arbitration for the 2022 round of bargaining, but the parties agree that the arbitrator is expressly without jurisdiction to order such a process.

20. Nothing in this agreement in any way detracts from any rights or obligations of the Union or the Employers to engage in a lawful strike or lockout pursuant to section 164(1) or 164(2) of the *Act*.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding

On behalf of the employee bargaining
committee:



On behalf of the employer bargaining
committee:



MEMORANDUM OF AGREEMENT

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS**

IRON WORKERS DISTRICT COUNCIL OF ONTARIO

(the Employee Bargaining Agency)

-and-

ONTARIO ERECTORS ASSOCIATION, INC.

(the Employer Bargaining Agency)

WHEREAS, the Employee and Employer Bargaining Agencies have approved the Overhead Door and Dock Agreement between the Iron Workers District Council and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and various overhead door and dock contractors pursuant to Articles 1.5 and 11.3 of the Collective Agreement Between the Employee and Employer Bargaining Agencies;

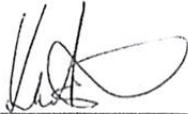
AND WHEREAS, historically Local 721 and Local 735 and the various effected overhead door and dock companies have negotiated the Overhead Door and Dock Agreement between themselves and whereas the agreements have typically expired on September 30 in any bargaining year;

AND WHEREAS, the Employer and Employee Bargaining Agencies are content to have the Iron Workers District Council and its applicable locals continue to negotiate the Overhead Door and Dock Agreement between themselves at the same times negotiations have taken place in the past;

NOW THEREFORE, the parties agree with each other as follows:

1. The Employer and Employee Bargaining Agencies approve the renewal agreement of between Ironworkers District Council of Ontario and the Overhead Door and Dock Companies that expires Sept.30, 2022.
2. The Employer and Employee Bargaining Agencies specifically approve the Letter of Understanding between Ironworkers District Council of Ontario and the Overhead Door and Dock Companies that is attached hereto as Appendix A including but not limited to the provisions stipulating that the terms and conditions of the Agreement formally expiring on September 30, 2022 will continue until September 30, 2022 and the provisions providing for renewal terms and conditions to be determined by interest arbitration in the absence of agreement between Ironworkers District Council of Ontario and the Overhead Door and Dock Companies.
3. The approval of the Employer and Employee Bargaining Agencies is conditional on the Purpose clause and Article 1 of that Agreement remaining unaltered without the express consent in writing of each of the Employer and Employee Bargaining Agencies.
4. The Employer and Employee Bargaining Agencies agree that to the extent that any contractor refuses to execute or agree to be bound by the renewal agreement agreed to by the Overhead Door and Dock Companies and Ironworkers District Council of Ontario expiring September 30, 2022 or the renewal of that agreement that such contractor shall not have the benefit of operating under the terms and conditions of the Overhead Door and Dock Agreement but rather will be required to comply with the terms and conditions of the Iron Workers Provincial Collective Agreement instead of the Overhead Door and Dock Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this 12th
day of FEB 2020.



Kevin Bryenton
Employee Bargaining Agency



Jack Mesley
Employer Bargaining Agency

Notes:

Notes:

Notes:

