

RODMEN PROVINCIAL
COLLECTIVE AGREEMENT

BETWEEN

THE

RODMEN **EMPLOYER** BARGAINING AGENCY

AND THE

RODMEN EMPLOYEE BARGAINING AGENCY

MAY 1, 2010 – APRIL 30, 2013

02534 (11)

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COLLECTIVE AGREEMENT

BETWEEN the **RODMEN EMPLOYER
BARGAINING AGENCY**

Consisting of:

- The Industrial Contractors Association of Canada
- Construction Labour Relations Association of **Ontario**
- The Reinforcing Steel Institute of Ontario

Hereinafter called the ‘EMPLOYER’

AND the **RODMEN EMPLOYEE
BARGAINING AGENCY**

Consisting of:

- The International Association of Bridge, **Structural**, Ornamental and Reinforcing ~~Iron~~ Workers and the ~~Iron~~ Workers District Council of **Ontario** as the Employee Bargaining Agency to represent in bargaining all Rodmen, represented by the following affiliated agents:
 1. International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers **and** the Iron Workers District Council of Ontario; or
 2. The following Local Unions: 700, 721, 736, 759, 765, 786 or
 3. **Any** other local of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers which **in the future** may be chartered to represent Rodmen.

RODMEN EMPLOYER BARGAINING AGENCY

Consisting of:

**INDUSTRIAL CONTRACTORS ASSOCIATION OF
CANADA,**

Tony Fanelli

Telephone: (905) 812-0862

**CONSTRUCTION LABOUR RELATIONS,
ASSOCIATION OF ONTARIO**

Mr. Joe Keyes

703 – 6299 Airport Road

MISSISSAUGA, Ontario

L4V 1R8

Telephone: (905) 671-0888

REINFORCING STEEL INSTITUTE OF ONTARIO

Jeffrey D.A. Murray

Suite 1100, 110 Young Street

Toronto ON M5C 1T4

Telephone: (416) 862-1616 ext. 410

Fax: (416) 363-7358

SECRETARY

RODMEN EMPLOYEE BARGAINING AGENCY

Consisting of:

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

1350 L'Heritage Drive
Sarnia, Ontario N7S 6H8
(519) 542-1413

And

**THE IRON WORKERS DISTRICT COUNCIL
OF ONTARIO**

PRESIDENT: Mr. KEVIN BRYENTON

1434 Chemong Rd. Unit 12-13
Peterborough, Ontario
K9J 6X2
(705) 705-3099

And

**THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS, LOCAL UNIONS:**

LOCAL 700 – WINDSOR, LONDON ,SARNIA**4069 County Road #46****R.R. #3****MAIDSTONE, ON NOR 1K0****Telephone: (519) 737-7110****Fax: (519) 737-7113****Business Manager: Mark Dugal****LOCAL 721 –TORONTO****909 Kipling Avenue****ETOBICOKE, ON M8Z 5H3****Telephone: (416) 236-4026****Fax: (416) 232-9565****Business Manager: Aaron Murphy****LOCAL 736 - HAMILTON****1955 Upper James Street****HAMILTON ON L9B 1K8****Telephone: (905) 679-6439****Fax: (905) 679-6617****Business Manager: Harlen Bomberry****LOCAL 759 – THUNDER BAY****915 Alloy Drive****THUNDER BAY, ON P7B 5Z8****Telephone: (807) 345-8151****Fax: (807) 345-8159****Business Manager: John O'Malley**

LOCAL 765 – OTTAWA

101 – 30 Concourse Gate

NEPEAN, ON K2E 7V7

Telephone: (613) 225-0573

Fax: (613) 225-0578

Business Manger: Gaetan Sigouin

LOCAL 786 – SUDBURY

97 St. George St.

Sudbury ON P3C 2W7

Telephone: (705) 674-6903

Fax: (705) 674-8827

Business Manager: Armand Charbonneau

PREAMBLE

WHEREAS an Employer Bargaining Agency consisting of The Industrial Contractors Association of **Canada**, the Construction Labour Relations Association of Ontario **and** the Reinforcing Steel Institute of Ontario, **is the** designated **Employer** Bargaining Agency to represent in **bargaining with** respect to the industrial, commercial and institutional sector, all Employers whose reinforcing Rodmen Employees are represented **by** the Union;

AND WHEREAS the International Association of Bridge, **Structural**, Ornamental **and** Reinforcing Iron **Workers** and the Iron Workers District Council of Ontario is the designated Employee **Bargaining** Agency for such reinforcing Rodmen Employees **with** respect to such sector,

AND WHEREAS various Contractors, the Reinforcing Rod Contractors Members of the Association consisting of the Industrial Contractors Association **of Canada**, the Construction Labour Relations Association **of Ontario**, and the Reinforcing Steel Institute of Ontario are members **of** accredited or recognized Employer organizations for the representation **with** respect to the heavy **engineering** sector **of** all Employers whose reinforcing Rodmen Employees are represented by any of the International Association of **Bridge**, **Structural**, Ornamental **and** Reinforcing **Iron Workers Local Unions 700, 721, 736, 759, 765, and 786.**

AND WHEREAS the association members have **performed** and continue to perform **work** in all areas and sectors of the construction industry

AND WHEREAS certain of the Parties to this Agreement were signatories to a Collective Agreement effective as of May 1st, 1977, covering all areas and sectors of the Construction Industry.

AND WHEREAS the parties hereto wish to enter **into** the following Agreement covering all areas and sectors of the Construction **Industry** in the Province of Ontario.

ARTICLE 1 – RECOGNITION AND SCOPE OF THE AGREEMENT

- (a) The Industrial Contractors Association of Canada, the Construction Labour Relations Association of Ontario and the Reinforcing Steel Institute of Ontario and each of the Employers covered by this Agreement recognize the unions **as** the sole **and** exclusive collective bargaining **agency** in all matters for all Employees as defined in this Agreement in all areas and sectors for which the International Association of Bridge, Structural, Ornamental **and** Reinforcing Iron Workers **and** the Iron Workers District Council of Ontario has been designated **as** the Employee **Bargaining** Agency.
- (b) The above three Associations, **and** each of the Employers covered by this Agreement recognize the **Unions** as the sole and exclusive collective **bargaining** agency for all of the Employees **as** defined in **this** Agreement, and in all matters pertaining to the administration of **this** Agreement.
- (c) The Union recognizes an Association consisting of the Industrial Contractors Association of Canada, Construction Labour Relations Association of Ontario, **and** the Reinforcing Steel **Institute** of Ontario, the designated Employer.

Bargaining Agency, as the sole and exclusive collective bargaining agency for all the Employers covered by this Agreement, **and as** referred to in the Preamble and in all matters pertaining to the administration of this Agreement.

- (d) It **is** understood **and** agreed that everything herein contained shall **be** working conditions.
- (e) **This** Agreement shall enure to the benefits **of**, **and** be binding **upon**, the parties hereto, and the members of the parties hereto.
- (f) This Agreement shall cover all of the Employees **of** the Employer for whom the Union **has** bargaining **rights** that work on field fabrication, handling, **racking, sorting**, cutting, bending, hoisting, placing, burning, **welding**, and tying of all materials used to reinforce concrete construction without limiting the generality of the foregoing, **this** includes reinforcing bars, composite **and** fiberglass, welded wire mesh, post-tensioning systems, (**wire**, strand, bar, plastic and substitute materials, including the stressing, cad and thermit welding for **the** splicing of reinforcing steel bars **and** all related work).
- (g) It is agreed that **this** Agreement shall supersede any other Agreement that has been entered into by and between any of the parties hereto which embraces any of the work defined above, which is dated prior to the signing of this Agreement.

ARTICLE 2 – UNION SECURITY

- (a) As a condition of employment, it is agreed that only members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers shall be employed on work coming within the Scope of the Agreement. Employees **who** fall in arrears with their monthly dues and/or travel **service** dues assessments while in the employment of **an** Employer shall **be** removed from the job at the request of the Business **Manager** upon presentation of acceptable evidence to support the request. All Employees shall keep up to date **with** their dues **and** assessments. The Employer agrees to only hire Employees who present referral slips issued by the Local Union in whose territory the work is being performed. Local members who solicit their own jobs may be requested by the Company. These members must present **a** written **request** to **the Union** who will **issue** them a referral slip. This **right** to request shall not be abused. The **Company** also agrees **to** hire unemployed members off the out-of-work lists of the Unions. Employee members who are transferred **within** the **territory** of their Local Union by **an** Employer will not require additional referral slip. However, **such** transfer will not result **in** lay-offs of Employee members presently on these projects.
- (b) In the event that the referral facilities maintained by the Local Union **are** unable to **fill** the requisition of an Employer for Employees **within** **a** forty-eight **(48)** hours period after such requisition is made by the Employer (Saturdays, Sundays & Holidays excepted), the Employer **may** employ applicants directly at the job site. However, such applicants must obtain clearance from **the** Local Union Office prior to commencement of work. The Employer agrees to **notify** the union **within** twenty-four **(24)** hours of the starting time of such applicants.

The above noted “applicants” if they are not a member of a Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers will, after notification of replacement by the Local Union, be replaced within two (2) **regular** working days by qualified Local Union Rodmen when they become available and this **shall** be at no extra cost to the Employer and **will** not be cause for Grievance by **any such** “applicant“.

- (c) The Employer shall have the right to transfer members of the Union anywhere in the Province of Ontario where work is being performed, or is to be performed. Such members shall receive travel time, fares and subsistence allowance in accordance with the job location relative to the location of their Local Union. However, when members are transferred from one Local Union Territory to another the number of members transferred **will** not exceed forty percent (40%) of the total crew on the job, unless approval is obtained from the Local Union Office. Where the Local Union is unable to supply workers, the Company may bring in all Employees **if** necessary. Such transferred member Employees must secure a referral slip **from** the Local Union in whose territory the work is being performed, which referral slip shall not be unreasonably withheld.
- (d) No Employee shall be discriminated against in hiring or being continued in employment because of **age**.
- (e) The Employer agrees not to subcontract or sublet any work covered **by** this Agreement to **any** person, ~~firm~~ or corporation whether related, subsidiary or otherwise, which is not in contractual relationship ~~with~~ the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, or any of its affiliated Local Unions. The Union likewise **shall** not supply workers to anyone who is not a party to **this** Agreement, except for the purpose of attempting certification.

- (f) **An** Employer also agrees not to assign or re-assign any work covered by this Agreement to **any** subsidiary or related Company or other trade for the purpose **of** defeating **the** intent or provisions of this Collective Agreement.

ARTICLE 3 – TERRITORIAL JURISDICTION

The Territorial Boundaries of Ontario Ironworkers Locals shall be recognized as those set out in Appendix “B” and forming part of this collective agreement.

ARTICLE 4 – HOURS OF WORK

- (a) For all Locals, eight (8) hours shall constitute a day **shift** – Monday to Friday inclusive; said regularly assigned hours to be from 7:00 a.m. to 3:30 p.m. with one half hour lunch period without **pay**. The starting time and the quitting time may be advanced by not more than one (1) hour for the duration **of** the **job**, by agreement between the Union and the Employer. **Such** Agreement shall not be unreasonably withheld.
- (b) Not **withstanding** Article 4 (a) above, for Local 721, on projects where form work is being installed based upon a standard **work** week **of** thirty-seven and one half (37.5) hours, eight (8) hours, **from** Monday to Thursday inclusive, shall constitute the dayshift; said **regular** assigned hours to be **from** 8:00 a.m. to 4:30 p.m., with one half hour lunch period without **pay**. Five and one half (5 ½) hours shall constitute the day **shift** on Friday. The starting time and quitting time may be advanced by not more **than** one (1) hour for the duration of the job, by agreement between the Union and the Employer: **Such** Agreement shall not be unreasonably withheld.

- (c) **When** a single off shift outside the normal working hours is worked, except if varied **as** in (a) and (b) **above**, the following rates of payment shall apply;

If a majority of the shift is worked before **midnight**, payment shall be **on** the basis of eight (**8**) hours pay for **seven** (7) hours worked, if **the** majority **of** hours **are after** midnight **and** before **the regular** starting time, payment shall be on the basis of eight (**8**) hours pay for seven (**7**) hours worked. For the sake of clarity, where eight (**8**) hours **are** to be paid, all contributions contemplated by Article 14 shall be made **with** respect to the eighth hour.

- (d) **When shifts** are worked, the day **shift** shall be as in Clause (a) and (b) above. **An** afternoon shall consist of seven (7) hours worked for eight (**8**) hours pay or proportionate **part** thereof, to be **worked** between 4:30 p.m. and 12:00 **midnight**, with one half hour lunch period without pay **taken** near the **midpoint** of the shift. **A night** shift shall consist of seven (7) hours for eight (**8**) hours **pay** or proportionate part thereof, to be worked between 12:00 **midnight** and 7:30 a.m., **with** one half hour for lunch period without pay, **taken** near the midpoint of the **shift**.
- (e) When multiple shifts are worked on **Saturdays**, **Sundays** and recognized Holidays, the above shift clauses shall apply.
- (f) Double time shall commence at 12:01 a.m. for all shift **work** performed on **Saturdays**, **Sundays** and recognized Holidays specified in this agreement **and** shall end at 12:01 a.m. on the following day.
- (g) Not more **than** one (1) shift shall be allowed on a job of less **than** five (**5**) days duration, except in emergencies, slip forming, or special cases requested by the customer and the Union shall be so notified. Any other shift work on less **than five** (5) days duration shall be paid for at double the regular day shift rate.

- (h) Employees shall be at their posts prepared to **start work** at their regular starting time, provided that the shed or room for employees to change **their** clothes is adjacent to, or within a reasonable distance from **their work**.
- (i) On Industrial Plant Projects, or Construction **Site** Projects, the Employer **and the** Union will **negotiate an** arrangement to transport or compensate Employees for the excessive walking time involved.

ARTICLE 5 – OVERTIME AND HOLIDAYS

- (a) For all Locals, all **work** performed before or after **an** Employee's regular shift (see Article 4) and on Saturdays, Sundays and recognized holidays, shall be deemed overtime. The rate of wages for all overtime shall be double the regular day **shift** rate.
- (b) Notwithstanding Article 5(a) above, for Local **721**, all work performed before or after an Employee's regular shift (see Article 4) and on **Saturdays, Sundays and** recognized Holidays, shall be deemed overtime. Where thirty-seven and one half (37.5) hours constitute a **standard** work week, the **first hour of** overtime Monday to **Thursday** inclusive shall be paid at the rate of time **and** one half the **regular** day **shift** rate. All other overtime shall be paid **at** double the regular day **shift rate**.
- (c) Overtime shall continue for all hours worked until the Employee **has** had eight (**8**) consecutive hours off.
- (d) No work shall be performed on Labour Day, except **to** save life or **property**.

- (e) The following Holidays shall be observed: **NEW YEAR'S DAY, FAMILY DAY, GOOD FRIDAY, VICTORIA DAY, CANADA DAY, AUGUST CIVIC HOLIDAY, LABOUR DAY, THANKSGIVING DAY, CHRISTMAS DAY** and **BOXING DAY**. Should **any** of **the** above Holidays occur on a Saturday or Sunday, such Holiday **shall** be observed on a Monday or Tuesday following, unless otherwise mutually **agreed** to by both parties.
- (f) **When an** Employee **is** continually employed for more **than** two (2) hours beyond the normal quitting time of his/her shift, he/she shall **be** provided **with** a meal **and** allowed **thirty (30)** minutes at **straight** time rate of pay to **consume** same. Where the Employee **has** been notified **the day previous** or the **working day** previous or before, no meal will be provided but **thirty (30)** minutes at straight time rates of pay will be allowed to consume a meal. However, if the Employer **elects** to provide the meal free of charge, **then a maximum** of **thirty (30)** minutes will be allowed to consume same. Where possible a hot meal will be provided (TV dinners are not acceptable). The above conditions will apply **for each** four (4) hours of overtime worked thereafter.
- Where **an** Employee **is living** in a camp as covered by Article 10, the Employer will make arrangements for a meal to be provided **and** the Employee will be allowed sufficient **time** to consume same.
- (g) Overtime **when** worked shall **be** divided **as** impartially **as possible** amongst all Employees on the job, subject to their **ability** to perform the work required.
- (h) Notwithstanding Articles 4 (a) and 5(c) above, the employer may establish a **ten (10)** hour work day in the County of Lambton. Such work day will include a **thirty (30)** minute unpaid lunch period. It will also include either **three (3)** paid ten (10) minute **rest periods** or **two (2)** paid fifteen (15) **minute** rest periods, which shall be determined by the employer.

ARTICLE 6 – LAY-OFF, DISCHARGE AND OUITTING OF EMPLOYEES

- (a) No Employee shall be laid off during the first four (4) hours of his/her Shift.
- (b) When an Employee is laid off, on a regularly scheduled layoff, where the Employer has a pay office within the travel zone, he/she shall be paid off in full on the job at the time of layoff, and at the same time shall receive his/her Record of Employment Certificate. Should an Employer fail to comply with these provisions and the Employee has to return later for his/her wages and/or forms, he/she shall be paid waiting time at straight time rates applicable to the regular working hours.
- (c) Where an Employer has no pay office within the travel zone, in order to pay off the Employee as above, then said Employer shall send such wages in full, together with the Record of Employment Certificate, to the Employee's last known address by Express Post within twenty-four (24) hours (one working day), of the time of the Employee's termination. Should an Employer fail to send such wages and/or forms as above within the prescribed twenty-four (24) hour period, then said Employee shall be paid any waiting time in excess of the said twenty-four (24) hour period at straight time rates of pay applicable to the regular working hours.
- (d) When an Employee quits of his/her own accord he/she must give notice to the Employer and he/she shall be paid in the normal course of pay days for Wages and Record of Employment Certificate. If the Employee has not picked up his/her pay and certificate, or arranged to have it picked up, by closing time on the payday the Employer shall, on the next working day, send it by Express Post to the Employee's last known address. If it becomes necessary for the Employee to wait

beyond the normal course of **payday**, following the **giving of** such notice for wages and/or forms because said wages, forms, etc. are not ready except if they are in the mail by Express **Post**, as noted above, then the Employee shall be paid waiting time at straight time rates applicable to regular working hours.

- (e) When **an** Employee is discharged he/she shall receive his/her wages, Record of Employment Certificate **within** twenty-four (24) hours (one working **day**) and in accordance with the terms of Article 6 (c) above.
- (f) Employees will be given one (1) hour during working hours in order to return **an** Employer's tools **and** equipment **to the** tool crib or stores when being laid off.
- (g) On termination, the Employee shall receive a termination slip if supplied by the Local Union at the time of hiring, **stating** the reasons for termination and signed by **an** authority of the Employer.
- (h) When lay-offs occur on **a** project, **permit** employees will be laid off first.
- (i) Insofar **as** it is practicable when **hiring** or reducing the number of Employees on a project preference will be given to qualified members **of** Ontario Locals.

ARTICLE 7 – PAY DAY

- (a) The regular pay **day** shall be once **a** week, not later **than Thursday** of each week. Wages shall be **paid** on the jobsite before the **normal** quitting time, in cash or **by** cheque payable at par in the locality of the job site and the Employer shall arrange that the pay cheques will be

honoured at a local bank. However, the employer may require the employee to open a **bank** account and/or receive direct deposit into the bank account in lieu of payment on the job site. At the discretion **of** the employer, and ~~with~~ the consent of the employee, the employer may make **a** direct deposit into the bank account of the employee in lieu of payment on the job site. Should the Employee cease **to** work on Thursday before the normal quitting time due to inclement weather, he/she shall be paid at such quitting time provided the cheques are available. Any Employee required to **wait** for his/her pay shall be paid waiting time at Straight time rates not to exceed eight (**8**) hours in any day for each regular working hour he/she **is** required to ~~wait~~. No payment will be made for **waiting** time on **Thursday**. No payment will be ~~made~~ for waiting time on Friday, if the pays are available at the job site before the normal quitting time on Friday, instead of Thursday, for the following reasons **only**:

1. Employees have left the job site before quitting **time** on Thursday due to inclement weather.
 2. Pay cheques cannot be delivered on Thursday, due to extreme emergency.
 3. **A** double holiday occurs.
 4. The Monday of that week was a **Statutory** Holiday.
- (b) Employers may withhold where necessary, a reasonable amount of wages due to enable them to prepare the payroll; (not more ~~than~~ one week).
- (c) Accompanying each payment of **wages** shall be **a** statement identifying both the Employer and the Employee, showing the total earnings, vacation pay, the amount of each deduction, the purpose thereof, and the ~~net~~ earnings.
- (d) Arrangements shall be made for new Employees hired for out-of-town projects to secure an advance at the job site, not exceeding the necessary Board Allowance for the first week of employment. Allowance not to exceed wages owing.

ARTICLE 8 – REPORTING TIME ALLOWANCE

- (a) When **an** Employee employed on a job or project reports **as** usual for work, but **is** unable to commence work due to inclement weather, or because **of** circumstances beyond his/her control, he/she shall be **given** two (2) hours pay plus traveling allowance for reporting on the job provided, however, that the Employee remains on **the** job **during** the **two** (2) hour period and **performs any work** requested **which**, in the **opinion** or the judgement of **his/her** Foreperson, after conferring **with** the Job Steward, can **be** accomplished. If reporting time occurs during Saturdays, **Sundays, Holidays**, or overtime hours, then the overtime rates shall apply.
- (b) The **above** regulation **will** also apply to **a** worker who is ordered to report to the Employer's shop or yard.
- (c) If the Employees **are** requested by the Employer representative on the job site to wait on the site, they shall be **paid** their **regular** rate for such waiting time.

ARTICLE 9 – VACATION PAY & STATUTORY HOLIDAY PAY

- (a) **Vacation** regulations shall be in accordance with the regulations **for** the Construction Industry **as** outlined in the Employment Standards Act of the Province of Ontario, 2000, **and all** amendments thereto.
- (b) The Employer will contribute as Vacation Pay **&** Statutory **Holiday** Pay the applicable percentage of **WAGES (as** referred to in Article 14), as specified in the following Schedule. The Employer agrees **to** record, tax and pay, Vacation **Pay** and Statutory Holiday Pay on the weekly pay statements.

The Employer and the Union **agree** that of the total amount **of** Vacation Pay and Statutory Holiday **Pay**, **as** specified in the following Schedule, four percent (**4%**) shall be deemed to be in lieu **of** Statutory Holidays, as defined in Article 5(d), and the balance shall be deemed Vacation Pay.

VACATION PAY & STATUTORY HOLIDAY PAY SCHEDULE

<u>LOCAL, UNION</u>	<u>May 1, 2010</u>
700 – WINDSOR	10%
700 – LONDON	10%
700 – SARNIA	10%
721 – TORONTO	10%
736 – HAMILTON	10%
759 – THUNDER BAY	10%
765 – OTTAWA	10%
786 – SUDBURY	10%

ARTICLE 10 – PERSONAL VEHICLE ALLOWANCE AND BOARD ALLOWANCE

The term ‘commuting allowance’ in this article **has** been changed to ‘personal vehicle allowance’; however, the employers do not undertake to change their payroll practices concerning deductions and withholdings, and will not incur any liability as **a** result of this change.

LOCAL 700 – WINDSOR, ONTARIO

- (a) The following Personal Vehicle Allowance will be paid from the Windsor City Hall:

	<u>May 1, 2010</u>
0 - 16 kilometres	NIL
16 - 24 kilometres	\$ 5.15 per day worked
24 - 40 kilometres	\$ 8.88 per day worked
40 – 160 kilometres	\$ 0.43 per km per day worked (maximum of \$42.77)
Over 160 kilometres	\$108.00 per day worked Board

All of the above kilometres shall be measured **by the ~~most~~ direct routes by automobile.**

Each of the above defined zones shall end at the territorial boundary lines of the Local Union concerned, and shall not be construed at a y time to embrace **any of the territory of an** adjoining Local Union.

- (b) When Employees are **transferred** during working hours, **and** reasonable comfortable transportation **is** provided by the Employer, then no transportation **costs** will **be** allowed, but the Employer **must** return the Employees to the place **from** where they were transferred, and pay applicable **rates** until that **time**.

When Employees *are* transferred at *the* request of the Employer during working hours, **and** provide their own transportation, they shall **be** paid their applicable wages while traveling from job to job, plus transportation costs of forty (**40**) cents per kilometres. **Should** Commuting Allowances apply to either or both jobs, **then** one half (1/2) **the** total applicable allowance shall be paid by the Employer.

LOCAL 700 – LONDON, ONTARIO

- (a) Board Allowance shall be paid to Employees when boarding away from home on jobs ninety-seven (**97**) kilometres or more from the **City** Hall of London, Ontario at the following rate:

May 1, 2010 \$60.48 per day worked

When Employees report for work on out-of-town projects and there **is** no work available due to job **conditions**, board shall be **paid** for a **full** day.

- (b) If a Holiday falls during a normal work week, Board Allowance shall be paid for that day providing the Employee **is** available for the work shift prior to the Holiday, and the work shift following the Holiday.
- (c) Employees required to work outside the area jurisdiction of the **Union** shall be paid mileage calculated at forty **(40)** cents per kilometre from the **City** Hall of London, and the same kilometre rate when returning at **the** end of **the** project.
- (d) In the event the project, as spelled out in Article 10 (c), is one hundred and *sixty* **(160)** kilometres or more from the **City** Hall of London, Employees shall receive **a** return **trip** (calculated at forty (40) cents per kilometre every thirty **(30)** days **during** the life of **the** project).
- (e) Employees working outside the area jurisdiction of the Union shall receive Board Allowance as defined in Article 10 (a), or the rate in the Agreement applicable to the area where the project is located, whichever is highest.

LOCAL 700 – SARNIA, ONTARIO

- (a) The following Commuting Allowance will be paid from the Sarnia City Hall:

	<u>May 1, 2010</u>
0 - 16 kilometres	NIL
16 - 24 kilometres	\$ 5.15 per day worked
24 - 40 kilometres	\$ 8.88 per day worked
40 - 160 kilometres	\$ 0.43 per km per day worked (maximum of \$38.88)
Over 160 kilometres	\$108.00 per day worked Board

All of the above kilometres shall be measured by the **most** direct routes by automobile.

Each of the **above defined zones shall** end at the territorial boundary lines of the Local Union concerned, **and** shall not be construed at **anytime to** embrace any **of the** territory of **an** adjoining Local Union.

- (b) When Employees are transferred during working hours, **and** reasonable comfortable transportation is provided **by** the Employer, then no transportation costs will **be** allowed, but the Employer must **return** the Employees to the place from where they were transferred, and pay applicable rates until that time.

When Employees **are transferred at** the request of the Employer during working hours, **and** provides their own transportation, **they shall be paid** their applicable wages **while** traveling from job to job, plus transportation **costs** of forty **(40)** cents per kilometre. Should Commuting Allowances apply to either or both jobs, then one half (1/2) the total applicable allowance shall **be paid by the Employer.**

- (c) **Pro** rata pay as a fraction of the day worked, when Employees leave of their **own** volition.

LOCAL 721 – TORONTO, ONTARIO

- (a) Commuting Allowance will **be paid from** the Toronto City Hall and by the most direct route traveled by automobile **as per** the zones below:

May 1, 2010

ZONE 1	24 km from the Toronto City Hall.....	\$ 9.94 per day worked
ZONE 2	Outside of Zone 1 to 32 km limit.....	\$ 7.39 per day worked
ZONE 3	Outside of Zone 2 to 40 km limit.....	\$ 10.31 per day worked
ZONE 4	Outside of Zone 3 to 48 km limit.....	\$ 13.29 per day worked
ZONE 5	Outside of Zone 4 to 80 km limit.....	\$ 19.94 per day worked
ZONE 6	Outside of Zone 5 to 160 km limit.....	\$ 35.40 per day worked
ZONE 7	Outside of Zone 6 over 160 km.....	\$108.00 per day worked

- (b) When an Employer **transfers** any Employee covered by this Agreement from one job to another job site, and the transfer **is** made during working hours on the same day, **the** Employee shall **be** paid the applicable wages while traveling, plus Commuting Allowance for the highest commuting zone rate in which the employee is employed during the day.
- (c) **All** of the above kilometres in Zones 1, 2, 3, 4, 5, 6 and 7, are measured by the most direct route traveled by automobile.
- (d) Traveling expenses shall be paid to Employees at the **rate** as set out below **when** they supply their own transportation for traveling **from** job to job during working hours at the direction of the Employer. In addition, the applicable rate plus all normal benefits for the time

spent traveling. This Condition shall apply to all employees working in the twenty-four (24) kilometre radius designated as Zone 1.

May 1, 2010 \$ 0.43 per km

LOCAL 736 – HAMILTON, ONTARIO

- (a) When **an** Employee is employed on a job beyond a twenty-four (24) kilometre **radius** by direct travel **route** from the **City** Hall of Hamilton; beyond **a** twenty-four (**24**) kilometre **radius** by direct travel route **from** the City Hall of Kitchener; beyond a twenty-four (24) kilometre radius by direct travel **route from** the centre of Allanburg; the following Commuting Allowance shall be paid from the appropriate base points:

May 1, 2010

ZONE 1	0 to 24 km	No Commuting Allowance
ZONE 2	24 to 32 km	\$ 12.54 per day worked
ZONE 3	32 to 40 km	\$ 15.45 per day worked
ZONE 4	40 to 80 km	\$ 22.10 per day worked
ZONE 5	80 to 160 km	\$ 33.90 per day worked
ZONE 6	over 160 km	\$108.00 per day worked

- (b) Board **Allowance** at the **rates** specified in Zone 4, 5 and 6 of **Article 10** above, shall be paid to Employees employed on projects beyond the forty (40) kilometre zone, except where the Employee is living

in a camp arranged by his/her Employer, where a suitable room and good wholesome meals are supplied free of charge, **an** Employee shall have the option of electing to **stay** at **such camp** or accept the applicable Board Allowance. Employees in receipt of Board Allowance shall be paid **this** allowance for **any** Statutory Holiday, provided that such Employee **is** available to work a full **shift** on the **normal** working day preceding the Holiday, and **a full shift** on the **working day** immediately following the holiday. When Employees report for work on such projects **and** there is no work available due to job **conditions** or inclement weather, Board shall be paid for a full day.

- (c) Traveling expenses shall be paid to Employees at the **rate** as set out below when they supply their own transportation for traveling from job to job during working hours at the direction of the Employer. **In** addition, the applicable rate plus **all** normal benefits for the time spent in traveling. This condition shall apply to all Employees working in the twenty-four (24) kilometre radius designated **in** Zone 1.

May 1, 2010 \$ 0.43 per km

LOCAL 759 – THUNDER BAY, ONTARIO

- (a) The area **within** the City Limits of Thunder Bay will be classified **as** a travel free zone.
- (b) When **an** Employee commutes to a job site that is **within** 32-80 kilometres from Thunder Bay Labour Centre, City Hall or construction camp, he/she will **be** paid a Commuting Allowance of:

May 1, 2010 \$ 0.50 per km

in lieu of fare and traveling time. This Allowance will be paid to each Employee for the difference between the above thirty-two (32) kilometres **and** the actual kilometres traveled.

- (c) When **an** Employee **is** required to travel to a job site between eighty (80) kilometres **and** one hundred and twenty (120) kilometres from the Labour Centre of Thunder Bay, he/she will be paid in **addition** to his/her **regular daily** wages and transportation allowance, **a** subsistence allowance as follows:

May 1, 2010 \$ 82.59 per day worked

When Employees are required to travel to a job site that **is** over one hundred and twenty (120) kilometres from the Labour Centre of Thunder Bay, they will be **paid in addition** to their regular **daily** wages **and** transportation allowance, **a** subsistence allowance as follows:

May 1, 2010 \$108.00 per day worked

Board week to begin Monday **and** run through to Sunday, it being understood that the above provisions shall apply to **days** not worked due to weather conditions.

- (d) When a job **is** located outside the Thunder Bay travel area, and camp accommodation **is** provided by the Employer, then the camp **must** conform to the conditions set out in Appendix "C" **and** forming **part** of **this** collective agreement.

LOCAL 765 – OTTAWA, ONTARIO

- (a) When **an** Employee is employed on a job beyond a thirty-two (32) kilometre radius by direct travel route from the City Hall of Ottawa, beyond a thirty-two (32) kilometre radius by direct travel route from the **City** Hall of **Kingston**; the following Commuting Allowance shall be **paid from the** appropriate base point:

May 1, 2010

ZONE 1	0 to 32 km	No Commuting Allowance
ZONE 2	32 to 40 km	\$ 12.54 per day worked
ZONE3	40 to 80 km	\$ 19.18 per day worked
ZONE 4	80 to 160 km	\$ 33.90 per day worked
ZONE5	over 160 km	\$108.00 per day worked

- (b) Board Allowance at the rates specified in Zone 4 and 5 of Article 10 above, shall be paid to Employees employed on projects beyond the forty (40) kilometre zone, except where Employees are living in a camp arranged **by their** Employer, where **a** suitable room **and good** wholesome meals **are** supplied **free of** charge, **and** Employee shall have the option of electing to **stay** at such camp, or accept the applicable Board Allowance. Employees in receipt of Board Allowance **shall** be **paid** this Allowance for any Statutory Holiday, provided that such Employee is available to work **a** full shift on the **normal working day** preceding the Holiday and a full shift on the normal working day immediately following the Holiday. When Employees report for **work** on such projects and there **is** no work available due **to** job conditions or inclement **weather**, Board shall be paid for a full day.

- (c) Traveling expenses shall be paid to Employees at the rate **as** set out below when they supply their own transportation for **traveling from** job to job during working hours at the direction of the Employer. In addition, the applicable rate plus all normal benefits for the time spent in traveling. **This** condition shall apply to all Employees working in the thirty-two (32) kilometre **radius** designated in Zone 1 :

May 1, 2010 \$ 0.43 cents per km

- (d) When **an** Employee covered by **this Agreement** is employed on a project that **is** located within the geographic **area as** set out in clause (e) below **the** Employee shall be paid **an** Allowance of ten dollars (\$10.80) per day worked. **This** Allowance payment shall become effective **May 1, 2010**.
- (e) The area applicable to clause (d) shall be: the south side of the Ottawa River on the north, the **west** side of King Edward on the east, the north side of the Queensway on *the* south and the east side of Bronson **Avenue** on the west.

LOCAL 786 – SUDBURY, ONTARIO

- (a) **When an** Employee is employed on a job that is beyond a thirty-two (32) kilometre **radius** by direct travel route from the:

City Hall of Sudbury or the
City Hall of Sault Ste. Marie or the
City Hall of Timmins,

The following Commuting Allowance shall be paid from the appropriate point.

May 1, 2010

ZONE 1	0 to 32 km	No Commuting Allowance
ZONE2	32 to 40 km	\$ 15.45 per day worked
ZONE3	40 to 80 km	\$ 33.90 per day worked
ZONE 4	80 to 160 km	\$ 48.69 per day worked
ZONE 5	over 160 km	\$108.00 per day worked

- (b) Board Allowance at the rates specified in Zone 3, 4 and 5 of Article 10 above, shall be paid to Employees employed on projects beyond the forty (40) kilometre zone, except where Employees are living in a camp arranged by their Employer, where a suitable room and good wholesome meals are supplied free of charge, an Employee shall have the option of electing to stay at such camp, or accept the applicable Board Allowance. Employees in receipt of Board Allowance shall be paid this Allowance for any Statutory Holiday, provided that such Employee is available to work a full shift on the normal work day preceding the Holiday and a full shift on the normal working day immediately following the Holiday. When Employees report for work on such projects and there is not work available due to job conditions or inclement weather Board shall be paid for a full day.
- (c) Traveling expenses shall be paid to Employees at the rate as set out below when they supply their own transportation for traveling from job to job during working hours at the direction of the Employer. In addition, the applicable rate plus all normal benefits for the time spent in traveling. This condition shall apply to all Employees working in the thirty-two (32) kilometre radius designated in Zone 1.

May 1, 2010 \$ 0.43 cents per kilometre

- (d) When ~~an~~ Employee is ~~being~~ paid Board Allowance at the specified in Zone 5, **and** when the job site **is** more than thirty-two (32) kilometres from the Federal Government Building or the **Main** Post Office in the closest reasonable board location, the Employee shall **also** be paid forty (~~.43~~) cents per kilometre, in excess of the thirty-two (32) kilometres **from** the said Federal Building or **Main** Post Office to the job site **and** this amount shall be paid for one-way travel only, **and only** for those days worked.

ARTICLE 11 – TRAVEL ALLOWANCE

LOCAL 700 – LONDON, ONTARIO

- (a) All Employees when employed within a forty-eight (48) kilometre **radius** from the **City** Hall of London, shall be governed by the working hours specified for the project and shall provide for themselves, at no cost to the Employer, all necessary transportation from home to shop or project at **Starting** time and from **shop** or **project** to home at quitting time.
- (b) Traveling expenses shall be paid to Employees at the rate of forty (~~.43~~) cents per kilometre when they **supply** their own transportation for **traveling** from job to job during working hours at the direction of the Employer. In addition, the applicable rate, plus all normal benefits, for the time spent in traveling. This condition shall apply to **all** Employees working in the forty-eight (48) kilometre radius designated **as** Zone. 1.
- (c) All Employees when working outside of **the** forty-eight (48) kilometre radius, **as** specified in (a) above, shall report for work on the project at the regular **starting** time for the project and **shall** not leave the project before the regular quitting **time** for the project.

- (d) Any Employee who is sent to work on a project outside the forty-eight **(48)** kilometre zone for a period of three **(3)** days or less, shall be paid Travel Allowance from the City Hall of London.
If the Employee chooses to **stay** in the area of the project, he/she shall be paid one **(1)** round **trip** at the kilometre rate and reasonable expenses for Room and Board.
- (e) All Employees when working on projects over the forty-eight **(48)** kilometre radius, **as** specified in (a) above, shall be governed by and covered under the following Zones system adopted between the Employer and the Union.
- (f) **ZONE 1**
Shall be that area having a radius of forty-eight **(48)** kilometres measured from the City Hall of London. All Employees working in **this** Zone shall supply their own transportation to and from the project or work site, unless otherwise stipulated in **this** Article.

ZONE 2

Shall be that area between the forty-eight **(48)** kilometre **radius** and the sixty-four **(64)** kilometre radius. All Employees performing **any work** in this Zone shall receive Travel Allowance at the rate of:

May 1, 2010 \$13.28 per day

ZONE 3

Shall be that area between the sixty-four **(64)** kilometre radius and the eighty **(80)** kilometre radius. All Employees **performing any work** in this Zone shall receive Travel Allowance at the rate of:

May 1, 2010 \$17.70 per day

ZONE 4

Shall be that area between the eighty (80) kilometre radius **and** the ninety-seven (97) kilometre radius. All Employees performing work in this Zone shall receive Travel Allowance at the rate **of:**

May I, 2010 **\$23.60 per day**

In all cases **where** a kilometre rate **is** paid, the most direct **and** practical route shall be used in calculating the expenses.

LOCAL 700 – WINDSOR, ONTARIO

LOCAL 736 – HAMILTON, ONTARIO

LOCAL 765 – OTTAWA, ONTARIO

- (a) When Employees are sent to a job beyond Zone 3 **as** specified in Article 10, they shall be paid travel expenses equivalent to rail fare, including lower berth when traveling at night, plus Board Allowance commencing with the **day** of departure, plus their regular rate of wages for all travel time allowance, **upon** the following basis, by the most direct travel **route** traveled by automobile:

From:

40 to 64 kilometres	~	One hour pay at straight time rate
64 to 130 kilometres	~	Two hours pay at straight time rate
130 to 195 kilometres	~	Three hours pay at straight time rate
195 to 255 kilometres	~	Four hours pay at straight time rate
255 to 320 kilometres	~	Five hours pay at straight time rate
320 to 385 kilometres	~	Six hours pay at straight time rate
385 to 450 kilometres	~	Seven hours pay at straight time rate
over 450 kilometres	~	Eight hours pay at straight time rate

Maximum of eight (8) hours pay in each twenty-four (24) hour period, at straight time rate of pay.

- (b) Such Employees shall remain on **the** job for one (1) month, or for the duration of the job, whichever is the shorter, otherwise, the Employer may recover such travel expenses (fare, **berth** and travel time pay) from the Employee's wages. Employees remaining on the job for three (3) months, or for the duration **of** the job, whichever **is** the shorter, shall be paid like travel expenses for returning.

LOCAL 721 – TORONTO, ONTARIO

- (a) When Employees are sent to a job beyond Zone 3, **as** specified in Article 10, they shall be paid travel expense equivalent to **rail** fare, including lower berth when traveling at night, plus Board Allowance commencing with the day of departure, plus the regular rate of wages for all travel time allowance upon the following basis, by the most direct travel route traveled **by** automobile:

From:

40 to 64 kilometres	-	One hour pay at straight time rate
64 to 130 kilometres	-	Two hours pay at straight time rate
130 to 195 kilometres	-	Three hours pay at straight time rate
195 to 255 kilometres	-	Four hours pay at straight time rate
255 to 320 kilometres	-	Five hours pay at straight time rate
320 to 385 kilometres	-	Six hours pay at straight time rate
385 to 450 kilometres	-	Seven hours pay at straight time rate
over 450 kilometres	-	Eight hours pay at straight time rate

Maximum of eight (8) hours pay in each ~~twenty-four~~ (24) hour period, at straight **time** rate of pay.

- (b) **Such** Employees shall remain on the **job for** one (1) **month**, or for the duration of the job, whichever **is** the shorter, otherwise, the Employer may recover such travel expenses (fare, berth and travel time pay) from the Employee's wages. Employees remaining on the job for **three (3)** months, or for the duration of the job, whichever is the shorter, shall be paid like travel expenses for returning.

LOCAL 759 – THUNDER BAY, ONTARIO

- (a) When Employees **are** sent to **a** job beyond eighty (80) kilometres **of** the **Labour** Centre of **Thunder Bay, Ontario**, they shall be paid a kilometre allowance of:

May 1, 2010 \$ 0.50 cents per kilometre

Provided they remain on the job for **thirty (30)** working days, or for the **duration of the job**, whichever is lesser.

In addition to the kilometre allowance, each Employee will **be** paid 0.9 minutes pay, at the prevailing rate, for every kilometre traveled. The above to be paid on the Employees **first** pay day.

- (b) Should the job **terminate** or the Employee be laid-off or discharged prior **to** the lapse of the forty-five (**45**) calendar days, the Employee shall be **paid a return** kilometre rate **and** travel allowance **as** in (a) above. **Same** to be paid **as per** Article 6.
- (c) On jobs lasting more **than** forty-five (45) calendar days: An Employee will be entitled to kilometre **rate and** travel time allowance to **and from** the job every forty-five (45) calendar days.

This shall be paid whether or not the Employees actually return to Thunder Bay and they shall receive their cheques for same at that time. If ~~an~~ Employee has to leave the job due to accident, sickness, recognized holiday period or any other legitimate reason mutually agreed upon by the foreman, it will not be considered a breach of his/her continuous employment for the purpose of receiving his/her return fare.

- (d) After forty-five **(45)** ~~calendar~~ days, and at the termination of the job, kilometre rate and travel allowance ~~as~~ in **(a)** above to Thunder Bay will be **paid** to the Employee.
- (e) In all cases in Article 10 and Article 11, the Employee must be ready for work ~~at~~ the site of the work or the project, at the normal starting time.

LOCAL 786 – SUDBURY, ONTARIO

- (a) When Employees **are** sent to **a** job beyond Zone 2 as specified in Article 10, they shall be paid travel expenses equivalent to rail fare, including lower berth when traveling at **night**, plus Board Allowance commencing **with** the day of departure, plus the regular rate of wages for all travel time allowance, upon the following basis, by the most direct travel route traveled by automobile:

From:

40 to 65 kilometres	-	One hour pay at straight time rate
65 to 130 kilometres	-	Two hours pay at straight time rate
130 to 195 kilometres	-	Three hours pay at straight time rate
195 to 255 kilometres	-	Four hours pay at straight time rate
255 to 320 kilometres	-	Five hours pay at straight time rate
320 to 385 kilometres	-	Six hours pay at straight time rate
385 to 450 kilometres	-	Seven hours pay at straight time rate
over 450 kilometres	-	Eight hours pay at straight time rate

Maximum of eight (8) hours pay in each twenty-four (24) hour period, at straight time rate of pay.

- (b) Such Employees shall remain on the job for one (1) month, or for the duration of the job, whichever is the shorter, otherwise, the Employer may **recover** such travel expenses (fare, berth and travel time pay) from the Employee's wages. Employees **remaining** on the job for three (3) months, or for the duration of the job, whichever is the shorter, shall be paid like **travel** expenses for returning.

ARTICLE 12 – APPRENTICES

- (a) The Apprentice rates shall be as follows:
- | | | | |
|--------|-------------|---|------------------------------|
| First | 500 hours | - | 60% of the Journeyman's rate |
| Next | 500 hours | - | 70% of the Journeyman's rate |
| Second | 1,000 hours | - | 80% of the Journeyman's rate |
| Third | 1,000 hours | - | 90% of the Journeyman's rate |
| Fourth | 1,000 hours | - | 95% of the Journeyman's rate |
- (b) **After** 4,000 hours term of Apprenticeship, the Apprentice shall have satisfied the requirements **as** set out by the Joint Apprenticeship Committee, and when he/she **has** successfully passed same, he/she shall be paid at the prevailing Journeyman's rate.
- (c) One (1) Apprentice will be permitted for the first Journeyman employed by the Employer, **plus** one (1) additional Apprentice will be employed for each additional seven (7) Journeymen, except on field fabrication where one (1) Apprentice will be permitted to each Journeyman.

- (d) **The** Employer and the Union **agree** to participate in the Rodman Apprenticeship Program as administered by the **Ministry** appointed to do *so* by the *Ontario* government.
- (e) Within two (2) months **of the** signing of the 2001-2004 Rodman Collective Agreement, a Joint **Training** Committee shall be established and maintained by the two (2) **Bargaining** Agencies.

This Committee shall be comprised of three (3) representatives from the Employer Agency and three (3) representatives from **the** Employee Agency. The purpose of this **Committee** shall be to develop, create and operate a Rodman Training Program **separate from** any other training program and designed to **train** the Rodman in all aspects of the placing of re-bar.

- (f) Apprentice **rate** increases shall be paid **upon** receipt of a letter of confirmation of the Apprentice's rate when indicated by the Local **Union's** Apprenticeship Program,

ARTICLE 13 – CLOTHING INSURANCE

- (a) The Employer will **maintain** insurance to cover the Employee's clothing and tools, while on company property, or in company change houses, *against* loss or damage by **fire**, or theft by forcible entry, **up to a** maximum of five hundred dollars (\$500.00) per Employee. **The** Employer may require proof of loss.
- (b) The Employer will maintain insurance as above, up to **a maximum** of nine hundred dollars (\$900.00) per Employee for those Employees **staying** in a camp. The Employer may require proof of loss.

ARTICLE 14 WAGES**LOCAL 700**

	Windsor/ London Sarnia May 1, 2010		Windsor/ London Sarnia May 1, 2011		Windsor/ London Sarnia May 1, 2012	
Wages	\$33.45	** \$33.95**				
Vacation Pay	3.35	3.12				
Benefits	3.09	3.09				
Pension	6.20	6.20				
ROD T.I.P.	.18	18				
I.M.P.A.C.T	.05	.05				
Total Wage Package	\$46.32	\$46.84	\$47.47	\$47.99	\$48.67	49.19
**Article 29-COFD	\$ 1.19	\$ 1.19				
**Article 30-						
District Council	\$ 0.36	\$ 0.36	\$ 0.37	\$ 0.37	\$ 0.38	\$ 0.38
Article 31 – Industry Fund (Employer Contribution)-	\$0.01					

Foreman Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

LOCAL 721 – Toronto

	May 1, 2010	May 1, 2011	May 1, 2012
Wages \$	34.78**		
Vacation Pay	3.48		
Benefits	2.65		
Pension	6.20		
ROD T.I.P.	0.05		
I.M.P.A.C.T.	.05		
Total Wage Package \$	47.21	\$ 48.36	\$ 49.56
**Article 29-COFD	\$ 1.26		
**Article 30-			
District Council	\$ 0.36	\$ 0.37	\$ 0.38
Article 31 – Industry Fund (Employer Contribution)-	\$0.01		

~~Foreman~~ Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

LOCAL 736 – Hamilton

	May 1, 2010	May 1, 2011	May 1, 2012
Wages	\$ 34.04**		
Vacation Pay	3.40		
Benefits	3.09		
Pension	6.20		
ROD T.I.P.	.18		
I.M.P.A.C.T.	.05		
Total Wage			
Package	\$ 46.96	\$ 48.11	\$ 49.31
**Article 29-COFD –	\$1.17	1.20	1.23
**Article 30-			
District Council	\$ 0.36	\$ 0.37	\$ 0.38
Article 31 – Industry Fund (Employer Contribution) -	\$0.01		

Foreman Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

LOCAL 759 – Thunder Bay

	May 1, 2010	May 1, 2011	May 1, 2012
Wages	\$ 33.82**		
Vacation Pay	3.38		
Benefits	3.09		
Pension	6.20		
ROD T.I.P.	.12		
I.M.P.A.C.T.	.05		
Total Wage			
Package	\$ 46.72	\$ 47.87	\$ 49.07
**Article 29-COFD –	\$1.32		
**Article 30-			
District Council	\$ 0.36	\$ 0.37	\$ 0.38
Article 31 – Industry Fund (Employer Contribution) -	\$0.01		

Foreman Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

LOCAL 765 – Ottawa

	May 1, 2010	May 1, 2011	May 1, 2012
Wages	\$ 33.44**		
Vacation Pay	3.34		
Benefits	3.09		
Pension	6.20		
ROD T.I.P.	.18		
I.M.P.A.C.T.	.05		

Total Wage

Package \$ 46.30 \$ 47.45 \$ 48.65

**Article 29-COFD – \$1.59

**Article 30-

District Council \$ 0.36 \$ 0.37 \$ 0.38

Article 31 – **Industry** Fund (Employer Contribution) - \$0.01

Foreman Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

LOCAL 786 – Sudbury

	May 1, 2010	May 1, 2011	May 1, 2012
Wages	\$ 33.28**		
Vacation Pay	3.33		
Benefits	3.09		
Pension	6.20		
ROD T.I.P.	.18		
I.M.P.A.C.T.	.05		

Total Wage

Package \$ 46.13 \$ 47.28 \$ 48.48

**Article 29-COFD – \$1.66

**Article 30-

District Council \$ 0.36 \$ 0.37 \$ 0.38

Article 31 – **Industry** Fund (Employer Contribution) - \$0.01

Foreman Rate \$5.00 above Journeyman rate

Sub-Foreman Rate \$3.00 above Journeyman rate

ARTICLE 15 – FOREMAN AND SUB-FOREMAN

- (a) When 2, 3, 4 or 5 Employees are employed, one (1) shall be a Sub Foreman, and shall receive **Sub Foreman's wages**.
- (b) When six to ten (**6-10**) Employees **are** employed, one (1) shall be a Foreman, **who** is a member of the Union, and **shall** receive Foreman's wages.
- (c) When more **than ten (10)** Employees **are** employed, there **shall** be a **minimum** of one (1) Sub **Foreman** and one (1) Foreman. Additional Sub Foreman will be employed at the discretion of the Foreman.
- (d) The Sub **Foreman** and the Foreman shall be the only representatives of the Employer who shall issue instructions to the worker, except in the **giving** to technical advice, and in emergencies.
- (e) No Employee **shall** be required by the Employer or the **Union** to terminate his/her Union Membership to act as a Superintendent.

ARTICLE 16 – PIECE WORK AND WORK LIMITATION

- (a) **PIECE WORK** – The Union prohibits piece work **of any** description.
- (b) **WORK LIMITATION** – There **shall** be no limitation placed on the amount of **work** to be performed by any Employee during working hours.

ARTICLE 17 – MEMBERS REQUIRED ON RIGS

- (a) When mobile or power operated **rigs** are used for hoisting reinforcing steel, the number of men required on said **rig** shall be determined by the Foreman, who, after conferring with the Steward, shall keep in mind the **safe and** efficient operation of the job.

ARTICLE 18 – DRINKING WATER AND CLOTHES ROOM

- (a) Every Employer shall, at all times, supply adequate drinking water in a covered container with individual drinking cups [Ice where necessary **and** available] or a water cooler with sealed bottle water.
- (b) The Employees shall be **provided** with, at the commencement of **the** job, a sanitary **and** adequately lighted and heated place of shelter, with benches and tables, where they may eat their lunch, change their clothes, and safely keep their tools.
- (c) The Employer shall provide a “Gang Box” with lock, for safe guarding of Employee’s personal tools, where necessary.
- (d) Where special wearing apparel **is** required, it shall be supplied **for use of** the Employees without cost. Such equipment supplied by the Employer shall be charged *against* the Employee, and credited to **him/her** upon its return.
- (e) Every Employer shall arrange for, or provide and maintain at the commencement of the job, sanitary, adequately heated, lighted and ventilated toilet facilities. Flush toilet facilities shall be arranged for, or provided, when and where available.
- (f) The employer agrees to comply with all relevant provisions of the Occupational Health and **Safety Act**.

ARTICLE 19 – SAFETY PROVISIONS

- (a) The Employer and the Union recognize that all **work** shall be performed in **accordance with** the Occupational Health and Safety Act, 1990 and its regulations and **any** amendments thereto.
- (b) Steel cables or other approved lifting devices will be **used to hoist** loads. **Chains** or **natural** fibre slings are not acceptable.
- (c) All loads **are to be staked, using steel** stakes, before chains or binders are removed.
- (d) In the interests of Health and Safety, Employees will not be allowed to use my personal listening or communication devices such as cell phones, Bluetooth technologies, iPods and earphones during the employees' **shift**, except for during the lunch break. However foreman **will be allowed** to use employer issued cell phones for business purposes, All hearing aid **devices** used for hearing **impairment** will be excluded.

ARTICLE 20 – BUSINESS REPRESENTATIVE

- (a) The Business Representative of the Union shall be **permitted** to visit on the jobs, after reporting **to** the Senior Employer Representative on the job, but will not interfere **with the** progress of **the** work.
- (b) Whenever security regulations prevent access to **any** job or project, the Employer, or its Representative, will give all possible assistance to the Business Representative **in** obtaining the necessary pass or permission to gain **access to** such job or project.

ARTICLE 21 – JOB STEWARD

- (a) There shall be **a Steward** on each job at all times, who shall be **a** Union Member in good standing, and shall be appointed by the Business Representative, from amongst the Employees on the job. The Union shall notify the Employer, in **writing**, who their Steward is.

If the Employer disapproves of the said appointed Steward, they shall immediately notify the Union, in writing, stating the **reasons** for their disapproval. If their reasons are acceptable to the Union, **a new Steward** will be appointed immediately. If not acceptable, the Union and the Employer will meet to discuss the reasons for disapproval, and if necessary, grievance procedure will be followed. The Steward shall keep a record of members hired, laid-off, and discharged, and shall take up **all** grievances on the job, and ~~try~~ to have same adjusted. In the event he/she cannot **adjust** them, he/she must promptly report that fact to the Business Representatives of the Union, so **STEP 2** of the Grievance Procedure can be followed through. He/She shall see that **the** provisions of this Agreement **are** complied with and *report* the true conditions **and facts**. It is recognized **as** the Employer's responsibility to **make** whatever provisions are necessary for the care of injured worker.. It shall be the duty of the Steward to see that the Employer fulfils its obligation.

The Employer agrees ~~that~~ when Employees are laid-off, all things being equal, the Steward will be one of the last employees laid-off. The Employer further **agrees** that the Steward will not be transferred to another jobsite unless mutually agreed by the Employer Representative and the Union Representative. The Union **agrees that** the Steward shall not be changed without **prior** notification to the Employer.

ARTICLE 22 -- BENEFITS AND PENSION

LOCALS 700-Windsor; 736-Hamilton; 759-Thunder Bay; 765-Ottawa;
786-Sudbury

- (a) The Employer ~~will~~ contribute the amounts **as** specified in the following schedule, for each hour earned, and for each Employee covered by this Agreement, and forward it **to** the Iron Workers Central Welfare Fund,

as established by a Trust Agreement dated October 12, 1962, and as subsequently amended June 9, 1966.

It is understood that the contributions under this Article, in regard to overtime work, shall bear the overtime **premium** applicable for hours earned.

BENEFIT SCHEDULE

<u>LOCAL UNION</u>	May 1, 2010
700 -- WINDSOR	\$ 3.09
700 -- LONDON	\$ 3.09
700 -- SARNIA	\$ 3.09
736 -- HAMILTON	\$ 3.09
759 -- THUNDER BAY	\$ 3.09
765 -- OTTAWA	\$ 3.09
786 -- SUDBURY	\$ 3.09

LOCAL 721 – Toronto

- (b) **The Employer will contribute the amounts as specified in the following schedule, for each hour earned, and for each Employee covered by this Agreement, and forward it to the Local 721 Rodman's Benefit Fund, as established by a Trust Agreement dated April 21, 1987.**

It is understood that the contributions under this Article, in regard to **overtime** work, shall bear the **overtime** premium applicable for hours earned.

BENEFIT SCHEDULE

<u>LOCAL UNION</u>	May 1, 2010
721 -- Toronto	\$ 2.55

LOCALS 700, 736, 759, 765, 786

- (d) **The Employer will contribute the amounts as specified in the following schedule, for each hour earned, for each Employee covered by this Agreement, and forward it to the Iron Workers Ontario Pension Fund, as established by a ~~Trust~~ Agreement, dated June 9, 1966.**

It is understood that the contributions under **this** Agreement, in regard to overtime work, shall bear the overtime premium applicable **for** hours earned.

PENSION SCHEDULELOCAL UNION

May 1, 2010

700 – WINDSOR	\$ 6.20
700 – LONDON	\$ 6.20
700 – SARNIA	\$ 6.20
736 – HAMILTON	\$ 6.20
759 – THUNDER BAY	\$ 6.20
765 – OTTAWA	\$ 6.20
786 – SUDBURY	\$ 6.20

- (e) All contributions shall be submitted by the 15th day of the month following **the** month in **which** the hours were earned **and** at no time will the Welfare or Pension contributions be paid directly to the Employee. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Welfare and/or Pension Plans by **a** contributing Employer on the 30th day following the day designated for payment by the Collective Agreement, **a** further penalty of five percent (5%) per month, or sixty percent (60%) per year of any monies owing including contributions **and** penalties shall become due **and** payable on the expiry of each succeeding *thirty* (30) day period until all monies due and owing, including both contributions **and** penalties, have been **paid**. In addition, the delinquent Employer may be required by the Trustees **of** the funds to deposit with the Trustees **a** twenty-five thousand dollar (\$25,000.00) cash bond.

- (f) **An Employer, being bound to this Agreement, hereby covenants and agrees to be bound by all the terms of the trust agreements governing the Iron Workers Central Welfare Fund, as established by a trust agreement dated October 12, 1962, and all amendments thereto, the Local 721 Rodman's Benefit Fund, as established by a trust agreement dated April 21, 1987, and all amendments thereto; and the Iron Workers Ontario Pension Fund, as established by a trust agreement dated June 9, 1966, and all amendments thereto. In accordance with the Memorandum of Agreement and Declaration of Trust of the Iron Workers Pension Fund, Clause 27 (b), the Iron Workers Central Welfare Fund, Clause 28 (b), the Local 721 Rodman's Benefit Fund, Article 6.01 (2) (c), "the Trustees may, by twenty-four (24) hours notice in writing, require any Employer to produce his/her payroll records and books of account so that they may ascertain whether or not contributions have been made in accordance with any Collective Agreement, any Agreement between the Employer and the Trustees or this Memorandum. Upon failure or refusal to do so, the Trustees may institute legal action for an accounting and the Contributing Employer shall be deemed to consent to an Order and/or Judgment going against said Employer forthwith for such accounting and to the issuance of a Mandatory Injunction requiring said Employer to make such accounting and such production of its payroll records and books of account forthwith". It is understood and agreed that the trust agreements described above are not subject to negotiation or the grievance procedure.**
- (g) Participating Local Unions in the Welfare and Pension Plan on the date of signing shall continue as participants for the duration of this Agreement.

LOCAL 721 – TORONTO

- (h) The parties hereto agree that the Pension Plan presently in existence shall continue.

The Employer ~~will~~ contribute the **amounts as** specified in the following schedule, for each hour earned, and **for** each Employee covered by this Agreement.

It is understood ~~that~~ the contributions under **this** Article, in regard to overtime work shall bear the overtime premium applicable for hours earned.

PENSION SCHEDULE

LOCAL 721 – Toronto	May 1, 2007	\$6.20
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- (i) **All** contributions shall be **submitted** by the 15th day of the month **following** the ~~month~~ in which the hours were earned **and** at no time will the Welfare or Pension contributions be paid directly to the Employee. A penalty **of** three percent (**3%**) of any unpaid amount of contributions shall become due and payable to the Welfare and/or Pension Plans by a contributing Employer on the 30th day following the day designated for payment by the Collective Agreement, **a further** penalty of five percent (**5%**) ~~per month~~, or **sixty** percent (**60%**) ~~per~~ year of **any** monies owing including contributions and penalties shall become due and payable on the **expiry** of **each** succeeding thirty (**30**) day period **until** all monies due and owing, including both contributions and penalties, have been paid. In addition, the delinquent Employer may be required by the Trustees **of** the **funds** to deposit with the Trustees a ten thousand dollar (\$10,000.00) cash bond.

ARTICLE 23 – GRIEVANCE AND ARBITRATION

- (a) There shall be **an** earnest effort on the part of both parties to **this** Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application, or administration of this Agreement.
- (b) All grievances to be dealt with under Step 2 below, shall **be** in writing, **and signed** by the Employee, the Union, **and** Management Representative **having** such grievance.
- (c) Written grievances, **to be valid**, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated, and the **nature** of the remedy sought, **and** shall not be subject to change at later steps except by mutual agreement with the Employer, or in the case **of** remedy, by **an** Arbitration Board.
- (d) **Any** time **limits** **may** be extended by agreement in writing.
- (e) If the provisions of Article 23 hereof are not taken **within** the time limits specified therein, or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and **may** not be re-opened.
- (f) Grievances properly **arising** under this Agreement shall be adjusted **and** settled **as** follows:

STEP 1

It is understood and agreed that the Union, or the Employee does not have **a** grievance until the complaint **has been** discussed (**where** possible) with the **foreman** or superintendent, and given **him/her** the opportunity of dealing with **the** complaint.

This shall be done within seven (7) business days of the date the incident occurred. The Employee may have his/her Steward or Business Representative present if he/she so desires when presenting his/her complaint.

STEP 2

If the grievance is not settled within seven (7) business days after Step 1 has been taken, it shall be reduced to writing and be dealt with by Management of the Employer, and of the Union or their delegated representative. If within seven (7) business days of the meeting between Management of the Employer, and the Union, the grievance **has** not been resolved, the matter may **be submitted** for Arbitration by either party.

- (g) The Employer or the Union may submit a written grievance at Step 2.
- (h) Any settlement agreed upon by both parties shall be binding upon the Employer, the Union, **and** the Employee or Employees concerned.
- (i)
 1. Any grievance, including **any** question as to whether a matter is arbitrable, submitted to Arbitration, shall be so submitted within fourteen (14) days after the completion of Step 2 of Article 23 (f).
 2. The Board of Arbitration will be composed of one (1) person appointed by the Employer, and one (1) person appointed by the Union, and a third person to act as Chairperson, chosen by the two (2) members of the Board.
 4. Within fourteen (14) days of the request of either party for a **Board**, each party shall notify **the** other **of** the name of its appointee.

4. Should the person chosen by the Employer to **act** on the **Board**, and the person chosen by the Union, fail to agree on the **third** member **as** Chairperson, **within** seven (7) days of the notification mentioned in **23 (c)** above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairperson.
5. The decisions 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.
6. The Board **of** Arbitration shall not **have** any power to alter or change any of the provisions of this 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.
7. Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if **any**, of the Chairperson.

ARTICLE 24 – MANAGEMENT RIGHTS

The Union agrees and acknowledges that the Company has exclusive **rights** to manage the business, **and** to exercise such **rights** without restrictions, save **and** except **as** such prerogatives of management may **be** specifically modified by the **terms** and conditions of this Agreement.

Without restricting the generality of the foregoing **paragraph**, it is the exclusive function of the Company:

- To maintain order, discipline and efficiency **and** to:
- Hire, discharge, transfer, promote, demote, suspend, or discipline Employees, provided that a claim that **an** Employee **has** been discharged or disciplined without reasonable cause may be the subject of a grievance, **and dealt** with **as** hereinafter provided.
- Generally manage the enterprises in which the Employer **is** engaged, and, without **restricting** the generality of the **foregoing**, to determine the locations **of** the **work** places, 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 25 – NO STRIKE OR LOCK-OUT

- (a) **During** the Term of **this** Agreement, no Employee bound by this Agreement shall strike, and no Employer shall lockout such Employee.

ARTICLE 26 – RODMAN'S TOOLS

- (a) A **Rodman** employed on all phases **of** rod **work** shall **furnish**, for his/her own **use**, pliers, belt and **belt** assembly, **reel and tape**.

ARTICLE 27 – DOUBLE JOBS – MEMBERS

- (a) No Member of the Union will be permitted to receive wages for more **than** one job at the **same** time.

ARTICLE 28 – GENERAL CONDITIONS

- (a) **An** Employee who is injured in the course of performing his/her duties, **and** requires medical attention by a Doctor, **and** is certified by the Doctor that he/she is unable to continue work., shall be paid to the end of his/her regular scheduled **work** shift on the day of the injury. When requested by the Union and authorized by the Employee accident information **as** called for under the **Act** shall be forwarded to the Employees Local Union office.
- (b) **An** Employee absent by reason of illness or accident, who returns to work, shall be reinstated to his/her former position upon his/her return to work if the job is not complete, and the trade is still open, provided work is available **and** suits his/her physical capabilities, and twenty-four (24) hours **prior** notice of his/her intention to return to work is given. No person may exercise the option herein granted unless he/she shall have reported his/her illness or accident to the Employer the first day he/she absented himself/herself from work by reason thereof.
- (c) It is agreed that all Employees of the Employer covered by this Agreement will be permitted time in each half of their respective shifts to **drink** coffee or refreshments on the job. It is, however, understood that this shall be done in such **a** manner as to not **stop** the **normal** operation of the job. Coffee will be allowed before overtime commences.
- (d) The Employer agrees to supply **work** gloves, pliers **and** reels where **necessary**, at cost.
- (e) Where **a** particular Article or Articles of this Collective Agreement is or are found to work **a** hardship in a specific Local Union jurisdictional territory the terms and conditions in this Agreement for that Local **Union** area may be modified for a particular project by the mutual

consent **of** the Local Union **and** the contractors concerned **when they** deem it prudent. Such amendments made shall **be** submitted to **the** Employee **and** Employer **Bargaining** Agencies for ratification.

It being understood and agreed that where mutual agreement for **change** cannot be achieved the request shall not be subject to either grievance or arbitration.

ARTICLE 29 – CHECK-OFF/FIELD DUES ASSESSMENT

- (a) The Employer will deduct the **amounts as shown** under “Field Dues Check-Off” for each Local Union on the **RATES OF WAGES** breakdown schedules, refer to Article 14, for each hour earned by each Employee covered **by** this Agreement, and forward same to the Financial **Secretary** of the Employees Local Union, not later **than** the 15th day of the **month** following the **month** for which the deductions are made. Where **an** Employee works in more **than** one Local Union Territory for a week **or** less, the Employer will forward the deductions to the Local **Union** in whose territory the **Employee** worked the greater percentage of hours. **This** amount is for working dues assessment, **and** will be deducted from gross wages, and identified on the Employee’s pay statement.

It is understood that the deductions under this Article in regard to overtime **work** shall bear the overtime premium applicable for hours earned.

ARTICLE 30 – SAVINGS CLAUSE

- (a) It is assumed by the parties hereto that each provision **of** this Agreement is in conformity **with** all applicable laws **of** the Dominion of Canada,

and the Province of Ontario. Should it later **be determined** that it **would** be a violation of any legally effective Dominion or **Provincial** Order or Statute to comply ~~with~~ **any** provision or provisions **of this** Agreement, the parties hereto agree to renegotiate such provision or provisions of the Agreement, for the **purpose of making** them conform to such Dominion ~~or~~ Provincial Order or **Statute**, and the other Provisions of the Agreement shall not be affected thereby.

ARTICLE 31 – ASSOCIATION FUND

- (a) Each **Employer** bound by **this** Agreement shall contribute one cent (\$0.01) per hour, for each **of** the ~~total~~ hours earned under the provisions of this Agreement, to the Association Fund. The hourly contributions made under this article **may** be increased or decreased **at the** discretion of the Employer Bargaining Agency. (GST is payable on Association Fund contributions).
- (b) Contributions to ~~the~~ Association Fund shall be submitted by the 15th **day** of the month following the month in which the hours ~~were~~ earned, and will be remitted as a separate **and** specified amount, along ~~with~~ the Welfare Funds contributions payable under the Agreement. A penalty **of** three percent (3%) of any unpaid amount of contributions shall become due and payable to the Association Fund by a contributing Employer on the 30th day following ~~the~~ day designated for payment, as noted above. A further penalty of three percent (3%) **of any** monies owing shall become due **and** payable on the *expiry* ~~of~~ each succeeding *thirty* (30) day period, until **all** monies due **and owing** (including both contributions and charges) have been paid. All Association Fund contributions and penalty monies received by the **Administrators of the Benefit Funds** shall be immediately paid to the Reinforcing Steel

Institute of Ontario, Labour Relations Bureau, **as** each Employer's contribution to the costs of negotiating **and** administering **this** Agreement on behalf of the Employer. **The** Reinforcing Steel Institute of Ontario, Labour Relations Bureau, **may** distribute these funds as it sees fit.

- (c) **An** Employer bound by **this** Agreement hereby **agrees and** consents that when **an** audit of its payroll records **and** books of account is properly called for by **the** Trustees of **any of** the Welfare or Benefit Funds **referred** to in **Article 22**, **the person** doing **the** audit shall also have the authority **to** ascertain whether or not contributions to the Association Fund have been **made** in accordance with this Agreement **and**, if not, **then** to determine the amount **of** Association Fund **monies** in **arrears**, with penalty charges, and report such information to the Reinforcing Steel Institute of Ontario, Labour Relations **Bureau**. **Upon an** Employer's refusal to do *so*, the Reinforcing Steel **Institute** of Ontario, Labour Relations Bureau, may **institute legal** action for an **accounting and** the Employer shall be deemed to consent to an Order and/or Judgment **going against** the **Employer** to make **such** accounting **and** such production of the Employer's payroll records and books **of** account **forthwith**.
- (d) This contribution shall not, for **any** purpose, be **construed** as wages.
- (e) It is understood that the contributions under this Article in regard to overtime work bear the overtime premium applicable for hours earned.

ARTICLE 32 – DISTRICT COUNCIL FUND**LOCALS 700;721; 736: 759:765 & 786**

- (a) Each Employer bound by this Agreement ~~will~~ deduct from Wages the amount ~~as shown~~ under “District Council Fund” for each Local **Union** on the **RATES OF WAGES** breakdown schedule, refer to Article 14, for **each** hour earned by Employees covered by this Agreement, and remit such contributions with the Welfare contributions payable hereunder. Such amounts on receipt shall immediately be paid to the **Iron** Workers District Council Fund. It is understood that the deductions under this Article in regard to overtime work shall bear the overtime premium applicable for hours earned. The amount deducted for the “District Council Fund” shall be equivalent to 0.75% of negotiated package rates. Effective May 1, 2010, one cent (**\$0.01**) per hour earned will be added to **the** district council fund for **the** purpose of funding the **Canadian** Building Trades which will be forwarded to the Canadian Building Trades department on a monthly basis by the benefit plan administrator.

ARTICLE 33 – TRADE IMPROVEMENT PLAN

- (a) Each Employer bound by this Agreement will contribute the amount as shown under “Trade Improvement” for Local **Unions, 700, 736, 759, 765 and 786**, on the “**RATES OF WAGES**” breakdown schedule, Article 14, for each hour earned by Employees covered by this Agreement and remit **such** contributions along ~~with~~ the Welfare and Pension Contributions to **the Ontario Iron Workers/Rodmen Benefit Plan Administrators Inc.** for payment to the Iron Workers Trade Improvement Plan,
- (b) Each Employer bound by this Agreement will contribute the amount as shown under “Trade Improvement” for Local Union **721**, on the “**RATES OF WAGES**” breakdown schedule, Article 14, for each hour earned by Employees covered by this Agreement and remit such contributions along with the Welfare and Pension Contributions to the **Ontario Iron Workers/Rodmen Benefit Plan Administrators Inc.** for payment **to** the Iron Workers Trade Improvement Plan.

- (c) Employer contributions shall be submitted by the 15th day of the **month** following the **month** in **which** the hours were **earned**, and **at** no time will the Iron **Workers Trade Improvement Plan Trust** contributions be **paid** directly to the Employee. A charge of three percent (3%) of any unpaid amount **of** contributions **shall** become due and payable to the **Trust** by the Employer on the 30th day following the day designated ~~for~~ payment by the Collective Agreement if effect between the Employer and the Union. A **further** charge **of** three percent (3%) of any monies owing shall become due and payable on the **expiry** of each succeeding thirty (30) day **period**, until all monies **due** and owing (including both contributions **and** charges) **have** been paid.
- (d) An **Employer** and the Local Union, being signatory to this Agreement, hereby covenant and agree to be bound by all the terms **of the** Agreement, **and Declaration of Trust** governing the Iron **Workers Trade Improvement Plan Trust**, **as** established by the Memorandum **of** Agreement and Declaration of Trust dated May 28, 1970, **and** all amendments thereto. It is understood that the contributions under this Article in regard **to** overtime work **shall** bear the overtime premium applicable for hours **earned**.

ARTICLE 34 - IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

- (a) Each Employer bound by this Agreement will contribute the amount of \$0.05 **as** shown under "I.M.P.A.C.T." **for** Local Unions, 700, 721, 736, 759, 765 **and** 786, on the "RATES OF WAGES" breakdown schedule, Article 14, for each hour earned by Employees covered by this Agreement and remit such contributions along **with** the Welfare and Pension Contributions to the Ontario Iron Workers/Rodmen Benefit Plan Administrators Inc. for payment to **the** Iron **Workers** Management Progressive Action Cooperative **Trust**.
- (b) **Employer contributions** shall be submitted by the 15th day of the **month** following the **month** **in** **which** the hours **were** earned, **and** **at** no time will the I.M.P.A.C.T. contributions be **paid** directly to the Employee. A charge **of** three percent (3%) of **any** unpaid amount of contributions shall become due and payable to **the Trust** by the Employer on the 30th day following **the day** designated for payment by the Collective Agreement if effect between the Employer and the Union. A **further** charge of three percent (3%) of any monies owing shall become **due** and payable on the **expiry** of each succeeding **thirty (30)** day period, until all

monies due **and** owing (including both contributions and charges) have been paid,

- (c) It is understood that the contributions under this Article in regard to overtime work shall **bear** the overtime premium applicable for hours earned.

ARTICLE 35 – JOINT CONFERENCE COMMITTEE

- (a) In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Employer's **Bargaining Agency**, its Members, all **Employers** bound **by** the conditions of this Agreement, **and** the Employee's **Bargaining Agency** **and** its Local **Unions**, Regional Joint Conference Committee **are** established.
- (b) Said Committees shall consist of **six (6)** members from each side. Each **Committee** shall meet at least one **(1)** time **per** year, or at **any** other time deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess, and recommend solutions to **the various** problems for the general betterment of the Industry.
- (c) Consideration of the **mutual** benefits likely to be obtained, **a** Joint Health and Safety Committee shall **be** established.

ARTICLE 36 – DURATION OF AGREEMENT

- (a) This Agreement shall become effective on May 1, 2010, except for those **items** which become effective on the dates noted **in this** Agreement **or** on the **dates** as set **out in** the Memorandum of Settlement **and** shall remain in effect until the 30th day **of** April 2010, and shall continue in force biennially thereafter, unless either **party** shall furnish the other **with** notice of termination **of**, or proposed revisions **of this** Agreement, not more than ninety (90) days and not less **thansixty** (60) days before the 30th day of April 2013 or in a like **period** in any biennial year thereafter. On receipt **of** such notice, the parties **to** the Agreement shall convene a meeting **within** fifteen (15) days **and** bargain **in** good faith to endeavour to reach an Agreement.

ARTICLE 37 – PAY EQUITY

- (a) To meet the requirements of Ontario's **Pay Equity Act** (Bill 154), the parties agree to the following pay Equity Plan, effective June 14, 1990.

Establishment:

The "Establishment" **is** defined to be **all** Rodmen Employees in the **Province of Ontario** who are represented by the Rodmen Employee **Bargaining** Agency and **who** are employed by the Employers for whom the **Rodmen** Employer **Bargaining** Agency is the bargaining agency.

Gender - Predominant Job Classes:

The following job classes have **been** identified in the Collective Agreement and have been determined to be male-dominated **by** both parties to this Agreement.

Foreman
Sub-Foreman
Journeyman and Apprentice

Method of Comparison:

No female-dominated job classes were identified; therefore, no comparisons were necessary.

The parties agree that they will meet to amend this Pay Equity Plan to conform with the Pay Equity Act in the event that female dominated job classes are subsequently identified.


The parties agree that all Pay **Equity Act** requirements have been met for the bargaining unit employees.

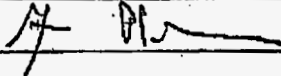
2007


SIGNED AT TORONTO this 28th day of May 2007


SIGNED ON BEHALF OF:

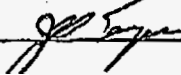
Rodmen Employer Bargaining Agency








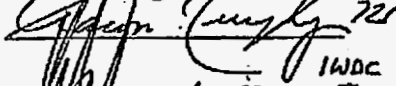


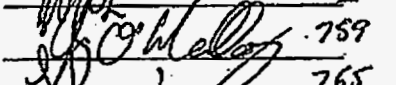



SIGNED ON BEHALF OF:

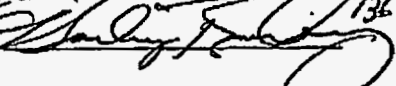
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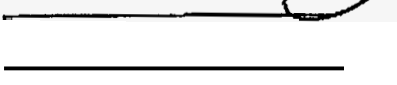


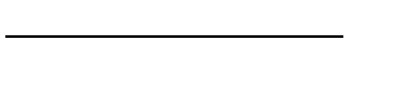


 IWDC


 759


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 736


APPENDIX A**ARTICLE 10–LOCAL 736 –HAMILTON, ONTARIO****LETTER OF UNDERSTANDING**

Whereas Local 736 encompasses a large geographical area **and** includes three (3) separate **and distinct** free zones, the employers agree that without restricting the **rights** of **others**, they will employ Rodmen from the project area, when they are available. **For** the purposes **of** this clause, Hamilton free zone is centre #1, Waterloo free zone is centre #2 and Allanburg free zone is centre #3.

The following will apply for the **purpose** of interpreting the personal vehicle allowance **and** board allowance (“travel”) payable under article 10 for local 736

- a) **There** are three zones: Hamilton, Waterloo and Allenburg.
- b) Each employee **will** be attached to a home **zone** effective May 1 each year. This will be determined by referring to the zone closest **to** or within the employee’s principal residence. Employees will provide **proof** of residence **for** the **purpose of** confirming the employee’s principle residence.
- c) In addition to the employees home zone, the employee may also choose to be attached to one or more other zones (“additional zones”)
- d) **“he** employers will pay travel by referring to either the employee’s home zone **or** additional zones.
- e) The following example **is** provided to demonstrate the above principles. Employees resident in Dunnville or St. Catharines will be deemed resident in the Allenburg zone. These employees **may**

also choose to be attached to the Hamilton and/or .Waterloo zones. **If** work is performed within 24km **of** the Allenburg **zones, the** employees will not receive travel. **If work** is performed within 24km of the Hamilton zone, **and** the employees have chosen to also attach to the Hamilton zone, these employees will not receive travel within the first 24kms of **the** Hamilton zone. However **if** the employees have not chosen to **also** attach to the Hamilton **zone,** the employees will be paid travel with reference to **the** Allenburg zone.

This Letter of Understanding is effective **May 1, 2010.**

LETTER OF UNDERSTANDINGCORONER'S INQUEST ALLOWANCE

This Letter of Intent **shall** become **part** of the Rodmen Collective Agreement **and** shall become effective May 1, 2004.

The Employer Agency agrees that **an** Employee covered by this Agreement **who** is required by **law** to attend **a** Coroner's **Inquest** into a job-site fatality and **who** does not get paid by the Employer for the working time required to attend the Inquest shall be paid **a** "Coroner's Inquest Allowance" **o f up to** one hundred and **fifty** dollars (\$150.00) **per** day for a **maximum** of two (2) **days per** Inquest **provided that written** verification of the demand to attend said Inquest shall **be** provided if **requested by the** Payer.

The payment of the Coroner's Inquest Allowance shall be made by the Reinforcing Steel Institute **of** Ontario, Labour Relations Bureau **from** monies contributed **under** Article 31, Association **Fund**, of this Agreement.

APPENDIX BTERRITORIAL JURISDICTION

The following are the Territorial Boundaries of Ontario Iron Workers Locals:

LOCAL UNION #700

All of the Counties of Elgin, Essex, Chatham, Kent, Lambton, and Middlesex.

LOCAL UNION #721

The District of Muskoka **and** all the Counties of Dufferin, Durham, Haliburton, Northumberland, Ontario, Peel, Peterborough, Prince Edward, Simcoe, Victoria, and York, **and** in the **County** of Hastings; the **Townships** of:
- Marmora, Rawdon, Sidney, and Thurlow. *Also*, in the County of Halton – the premises of the Ford Motor **Company**.

LOCAL UNION #736

All of the Counties of Brant, Bruce, Gray, Haldimand, Huron, Lincoln, Norfolk, Oxford, Perth, Waterloo, Welland, Wellington, and Wentworth, and all of the County of Halton, - except for **the premises** of the Ford Motor company.

LOCAL UNION #759

All of the District of Kenora, Kenora-Patricia, Rainy River, Thunder Bay, and all areas lying North of the 50th latitude, in the District of Cochrane, and East to the Quebec border.

LOCAL UNION #765

All of the Counties of Addington, Carlton, Dundas, Frontenac, Glengarry, Genville, ~~Lanark~~, Leeds, Lennox, Prescott, Renfrew, Russell, Stormont, and all of the County of Hastings, **except** the **Townships** of: - Marmora, Rawdon, Sidney and Thurlow.

LOCAL UNION #786

All of the District of Algoma, Manitoulin, Nipissing, ~~Perry Sound~~, Sudbury, Temiskaming, and **all** of the District of Cochrane, **South** of the 50th latitude.

APPENDIX C**CAMP ACCOMMODATION – LOCAL 759**

- (a) When a job is located outside the Thunder Bay travel area and **camp** accommodation is provided by the Employer, then the camp must conform to the following:

When the Parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply.

Camp accommodation, standing and mobile, will **be** built **and** installed by members of trade unions recognized by the Building Trades Council.

It will not be a violation of this Agreement if the members of the Union **refuse** to occupy camps, whether standing or mobile, if the above clause has not been adhered to.

The Accepted **Standard** Camp conditions governing both **standing** and mobile will be as **follows**:

Camp Site: **Every camp** shall be so located that good **natural** drainage is provided *against year* round climatic conditions.

Occupancy:

No **camp** shall be occupied before inspection and sanction by the duly **authorized** Camp Committee. This shall **apply to** any and **all** additions.

The standard accommodation shall be approximately 112 square feet of floor space per room for two (2) employees.

Two (2) enclosed clothes **cupboards** of **at** least six square feet of floor space and of sufficient height to allow the hanging of overcoats **and** the like.

One light for each bed, one light (ceiling) for each **room**; one wall plug for each bed.

Two (2) beds per room **with** box-spring mattresses at least six (**6**) feet in length.

One window per room; one mirror per room; one table and two chairs per room; one waste paper basket.

Rooms to be fully enclosed with a door and lock **and** key.

There shall be individual room controlled heat by valve or damper.

Clean linen once a week, blankets laundered out every three months, or when deemed necessary. **New** employees to be supplied with clean blankets and sheets.

Interior of bedrooms painted including **washrooms**.

All floors in all rooms to be covered with material other **than** wood, e.g. linoleum or tile.

Toilet and Washroom Facilities:

1 to 15 employees	2 flush toilets
16 to 30 employees	4 flush toilets
31 to 45 employees	5 flush toilets
46 to 60 employees	6 flush toilets
61 to 75 employees	7 flush toilets
76 to 90 employees	8 flush toilets

and then one (1) additional flush toilet for every additional fifteen (15) employees thereafter.

There shall be sufficient urinals; one **shower** for every ten (10) employees; one **wash basin** for every **five** (5) employees; to be of the porcelain type (**as** in household bathroom), one mirror **to** each basin.

One laundry room washing machine, a dual wash **tub** for every twenty-**five (25)** employees, one separately heated **dry** room for every **housing** unit. (The foregoing to be contained in the same building **as** the sleeping quarters). One dryer **is** to be located in the Laundry Room.

Recreation:

Recreation rooms shall be supplied. **Smokes** and soft *drinks* shall be available.

Outside wall of the above to be completely closed in the cold weather.

Sidewalk to be provided between the living **quarters** from living quarters to dining rooms and recreation rooms.

The above to be standards for Stationary or Permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct such housing **as** is necessary for them (**this** is not to be a tent). When bunkhouses **are** built to **the** degree that they can be occupied, the camp construction workers shall move into such quarters, and their **original** buildings shall be disposed of or not used for lodging from that time on.

(a) Mobile Camps:

In the matter of mobile camps, **such** mobile camps are acceptable providing the standards of accommodations equal that which is outlined **as** below:

Only trailers that are built, conveyed to the camp site, set up, maintained by members **of** affiliated Unions to the various Building and Construction Trades Councils will be acceptable.

When trailers are **used**, they must be spaced not less **than** seven (7) feet apart **and** be staggered **so** that when doors are opened, the **hallways** are not blocked.

Washrooms must be situated **so that they** are readily accessible by **weatherproof** walkways **from the** sleeping trailers.

There **must** be individual heat **in** each room occupied by **two** (2) employees by propane heat or the equivalent **of** not less **than** 20,000 B.T.U.

Catering:

Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the Culinary Staff. The food shall be of good quality **and** have the approval **of** the Camp Committee of the Building and Construction Trades Council of Ontario.

There shall **be** sufficient housekeeping staff supplied by the Culinary Workers to keep the bunkhouses clean, **and** beds shall be **made** up each day by such **staff**.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly **authorized** Camp Committee at any and all times **and** further all grievances shall be dealt ~~with~~ **by** said Committee.

- (b) The Employer may elect to supply suitable free board and lodging in lieu **of paying** the subsistence allowance, such free board and lodging must conform to the Camp Rules and Regulations.

When *a* camp is established, ~~the~~ Employee shall have the option **of** camp accommodation, or the board allowance, provided the Employee indicated his/her choice only once, and at the time of his/her initial assignment to the project. Where an Employee **has** chosen not to live in camp, he/she shall not **qualify** for **daily** travel time or transportation allowance.

APPENDIX 'D'

Ironworkers' Standards of Excellence

The **purpose** of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive **and safest** craft in the Building Trades.

As Union Ironworkers, **we pledge ourselves** to uphold **our** word, as given through our Collective Bargaining Agreement, **and display** the professionalism expected of our trade and Union **in all aspects of our employment as exemplified by** the **values engrained** in our Standards of Excellence.

It **is** a commitment to **use our** training **and** skills, each and every day, to produce the highest quality work worthy of our name **and** consistent with the collective bargaining agreement.

As an **Iron** Worker member, I agree to:

- 1. Adhere to my responsibilities **under the** Collective Bargaining Agreement **for start and quit times, us well as** lunch **and** break times,*
- 2. Allow **my** Representatives to handle **any** disagreements **or** breaches **by** refusing to engage in unlawful job disruptions, slowdowns **or any** activities that affect **our** good name.*
- 3. Respect the Customer's **and** Employer's rights, **property and** tools as I do my own.*
- 4. Meet my responsibility **to** show **up** every day; **outfitted for** work and **fit for** duty without engaging **in** substance abuse.*
- 5. Cooperate with **the** Customer **and** Employer to meet their statutory, regulatory **and** contractual responsibilities to maintain **a safe, healthy and** sanitary workplace.*
- 6. Do **my** best **to** work in **a** manner consistent with **the** quality, productivity **and** **safety** of every task **that I am** assigned.*
- 7. Do **my** best to help every co-worker return home safe at the conclusion of every shift.*

The **Ironworkers'** Standards of Excellence **will** increase the **pride**, the productivity and the **craftsmanship** of every Ironworker **throughout North America** **This** commitment will improve workplace conditions, **increase** work opportunities, and help maintain our wages, benefits and **standards** of living.

In addition, the Standards of Excellence will help **our** signatory employers complete **their** projects on **time**, on budget with no **injuries** or accidents.

In accordance with Article XXVI of the **International Constitution**, charges may be preferred **against** any member for **violations** of the Ironworkers' **Standards** of Excellence, including but not limited to the **following** reasons:

- *Taking a job referral and not reporting to work.*
- *Failing pre-employment qualifications.*
- *Discharged for excessive absenteeism.*

Fines for the first offense shall be no less **than \$100.00** or no more **than one** (1) day's **pay** including **fringe** benefits and working assessments.

APPENDIX 'E'

DRUG AND ALCOHOL POLICY

Where the owner/client utilizing the trade **craft of** Ironworker **as** outlined in this agreement **has** a pre-access **drug** and/or alcohol screening as **part** of **their** employment protocol, the Ironworkers referred to **work** in these areas **will** comply **with** said **program**. **It is** understood however, that no cost will be borne by either the local union or the individual member for the compliance **with** this policy.

MEMORANDUM OF SETTLEMENT BETWEEN

RODMEN EMPLOYER BARGAINING AGENCY

AND THE

RODMEN ~~EMPLOYEE~~ BARGAINING AGENCY

ARTICLE 4 – HOURS OF WORK

(b) ...said regular assigned hours to be from 7:00 **AM** to 3:30 PM...

ARTICLE 5 – OVERTIME AND HOLIDAYS

(e) add family day, delete reference to heritage day

(h) Notwithstanding Articles 4 (a) and 5(c) above, the employer may establish a ten (10) hour work **day** in the **County of Lambton**. Such ~~work~~ day **will** include a thirty (30)minute unpaid lunch period. **It** will also include either three (3)**paid** ten (10)minute rest **periods** or **two (2)** paid fifteen (15)minute rest periods, **which** shall be determined **by** the employer.

ARTICLE 7 –PAY DAY

7 (a) add "However, the employer may require the employee to open a bank account and/or receive **direct** deposit into the bank account in **lieu** of payment on the job site."

ARTICLE 10 – PERSONAL VEHICLE ALLOWANCE AND BOARD ALLOWANCE

Increase all zones and **associated** rates 8% with the exception of the following:

ARTICLE 11 – TRAVEL ALLOWANCE

759 **Effective** May 1, 2010 the reimbursement shall be \$0.50 per KM

ARTICLE 14 – WAGES

May 1, 2010 May 1, 2011 May 1, 2012

Add to **package** \$ 1.15 \$ 1.15 \$ 1.20

Foreman \$5.00 above negotiated wage rates subforeman \$3.00 above negotiated wage rates

ARTICLE 19 – SAFETY PROVISIONS

19(d) In the interests **of** Health and Safety, Employees will not be allowed to use any personal listening **or** communication devices **such** a cell phones, Bluetooth technologies, iPods and

earphones during the employees' shift, except for during the lunch break. However foreman will be allowed to use employer issued cell phones for business purposes, All hearing aid devices used for hearing impairment will be excluded.

ARTICLE 31 – ASSOCIATION FUND

- (a) Change to one cent (\$0.01)

ARTICLE 32 – DISTRICT COUNCIL FUND

Each Employer bound by this Agreement will deduct from **Wages** the amount **as** shown under “District Council Fund” for each Local Union on the **RATES OF WAGES** breakdown schedule, refer to **Article 14**, for each hour earned by Employees covered by this Agreement, and **remit** such contributions with the Welfare contributions payable hereunder. Such amounts on receipt shall immediately be paid to the Iron Workers District Council Fund. **It is** understood that **the** deductions under this Article in regard to overtime work shall bear the overtime **premium** applicable for hours earned. **The** amount deducted **for** the “District Council Fund” **shall** be equivalent to 0.75% of negotiated package rates. **Effective** May 1, 2010, one cent (\$0.01) **per** hour earned **will** be added to the district council fund **for** the purpose **of** funding the Canadian Building Trades which **will** be forwarded to the Canadian Building Trades department on a monthly basis by the benefit plan administrator.

ARTICLE 33 – TRADE IMPROVEMENT PLAN

Amend local 700, 736, 759, 765 and 786 wage schedule amounts to \$0.18 per hour earned

Amend local 721 wage schedule amount to \$0.05 per hour earned

New

ARTICLE 34 - IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

- (a) Each Employer bound by this Agreement will contribute the amount **of \$0.05** as shown under “I.M.P.A.C.T.” for Local Unions, **700, 721, 736, 759, 765 and 786**, on the **“RATES OF WAGES”** breakdown schedule, **Article 14**, for each hour earned **by** Employees covered **by** this Agreement and remit such contributions along with the Welfare and Pension Contributions to the Ontario Iron Workers/Rodmen Benefit Plan Administrators Inc. for payment to the Iron Workers Management Progressive Action Cooperative Trust.

- (b) Employer contributions shall be submitted by the 15th day of the month following the month in which the hours were earned, and at no time will the I.M.P.A.C.T. contributions be paid directly to the Employee. A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Trust by the Employer on the 30th day following the day designated for payment by the Collective Agreement in effect between the Employer and the Union. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period, until all monies due and owing (including both contributions and charges) have been paid.
- (c) It is understood that the contributions under this Article in regard to overtime work shall bear the overtime premium applicable for hours earned.

APPENDIX A

The following will apply for the purpose of interpreting the personal vehicle allowance and board allowance ("travel") payable under article 10 for local 736

- a) There are three zones: Hamilton, Waterloo and Allenburg.
- b) Each employee will be attached to a home zone effective May 1 each year. This will be determined by referring to the zone closest to or within the employee's principal residence. Employees will provide proof of residence for the purpose of confirming the employee's principal residence.
- c) In addition to the employee's home zone, the employee may also choose to be attached to one or more other zones ("additional zones")
- d) The employer will pay travel by referring to either the employee's home zone or additional zones.
- e) The following example is provided to demonstrate the above principles. Employees resident in Dunnville or St. Catharines will be deemed resident in the Allenburg zone. These employees may also choose to be attached to the Hamilton and/or Waterloo zones. If work is performed within 24km of the Allenburg zones, the employees will not receive travel. If work is performed within 24km of the Hamilton zone, and the employees have chosen to also attach to the Hamilton zone, these employees will not receive travel within the first 24kms of the Hamilton zone. However if the employees have not chosen to also attach to the Hamilton zone, the employees will be paid travel with reference to the Allenburg zone.

New

APPENDIX 'D'

ironworkers' Standards of Excellence

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive and *safest* craft in **the Building Trades,**

As **Union** Ironworkers, we **pledge** ourselves to **uphold** our word, as **given** through our **Collective Bargaining Agreement**, and **display** the professionalism expected of our trade and Union in all **aspects** of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our **training** and **skills**, each and every day, to produce the highest quality work worthy of our name and consistent with **the collective** bargaining agreement, As an iron Worker member, **I** agree to:

- 1. Adhere to **my** responsibilities **under** the **Collective Bargaining Agreement** for **start** and quit times, **as well** as **lunch** and break times.*
- 2. **Allow** my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that **affect** our **good** name.*
- 3. **Respect** the Customer's and Employer's rights, property and tools **as I do my own**.*
- 4. Meet **my** responsibility to **show** up every **day**; **outfitted** for work and **fit** for duty without engaging in **substance** abuse.*
- 5. Cooperate with the **Customer** and **Employer** to meet their statutory, regulatory **and** contractual responsibilities to maintain a **safe**, healthy and sanitary workplace.*
- 6. Do **my** best to work in a manner consistent with **the** quality productivity and **safety** of every **task that** I am assigned.*
- 7. Do **my** best to help every **co-worker** return home safe at the conclusion of every shift.*

The Ironworkers' Standards of Excellence will increase the pride, the productivity and the craftsmanship of every Ironworker throughout North America. This **commitment will** improve workplace conditions, increase work opportunities, and help maintain **our wages, benefits and standards of living.**

In addition, the Standards of Excellence will help our signatory employers complete their projects **on** time, on budget **with** no injuries or accidents.

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- *Discharged for excessive absenteeism.*

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New

APPENDIX E

DRUG AND ALCOHOL POLICY

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IN WITNESS THEREOF, The Parties to this Agreement have caused the Agreement to be executed by their duly authorized representative.

SIGNED AT TORONTO this 28th day of May 2010

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Rodmen Employer Bargaining Agency

Rodmen Employee Bargaining Agency

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