

| ARTICLE | NAME  | PAGE |
|---------|---|------|
|         | TABLE OF CONTENTS   | 2    |
|         | COLLECTIVE AGREEMENT BETWEEN<br>RODMEN EMPLOYER BARGAINING AGENCY | 5    |
|         | PREAMBLE  | 10   |
| 1.      | RECOGNITION AND SCOPE OF THE AGREEMENT                            | 11   |
| 2.      | UNION SECURITY  | 12   |
| 3.      | TERRITORIAL JURISDICTION  | 14   |
| 4.      | HOURS OF WORK   | 14   |
| 5.      | OVERTIME AND HOLIDAYS   | 15   |
| 6.      | LAY-OFF, DISCHARGE AND QUITTING OF<br>EMPLOYEES                   | 17   |
| 7.      | PAY DAY   | 18   |
| 8.      | REPORTING TIME ALLOWANCE  | 19   |
| 9.      | VACATION PAY & STATUTORY HOLIDAY PAY                              | 23   |
| 10.     | COMMUTING AND BOARD ALLOWANCE                                     | 21   |
|         | Local 700 - Windsor, Ontario                                      | 21   |
|         | Local 700 - London, Ontario                                       | 22   |
|         | Local 700 - Sarnia, Ontario                                       | 23   |
|         | Local 721 - Toronto, Ontario                                      | 24   |
|         | Local 736 - Hamilton, Ontario                                     | 25   |
|         | Local 759 - Thunder Bay, Ontario                                  | 26   |
|         | Local 765 - Ottawa, Ontario                                       | 27   |
|         | Local 786 - Sudbury, Ontario                                      | 29   |
| 11.     | TRAVEL ALLOWANCE  | 30   |
|         | Local 700 - London, Ontario                                       | 30   |
|         | Local 700 - Windsor, Ontario                                      | 32   |
|         | Local 736 - Hamilton, Ontario                                     | 32   |
|         | Local 765 - Ottawa, Ontario                                       | 32   |
|         | Local 721 - Toronto, Ontario                                      | 33   |
|         | Local 759 - Thunder Bay, Ontario                                  | 34   |
|         | Local 786 - Sudbury, Ontario                                      | 34   |

| <b>ARTICLE</b> | <b>NAME</b>   | <b>PAGE</b> |
|----------------|---|-------------|
| 12.            | APPRENTICES   | 35          |
| 13.            | CLOTHING INSURANCE                                  | 36          |
| 14.            | RATES OF WAGES                                      | 37          |
| 15.            | FOREMAN AND SUB-FOREMAN                             | 40          |
| 16.            | PIECE WORK AND WORK LIMITATIONS                     | 40          |
| 17.            | MEMBERS REQUIRED ON RIGS                            | 40          |
| 18.            | DRINKING WATER AND CLOTHES ROOM                     | 41          |
| 19.            | SAFETY PROVISIONS                                   | 41          |
| 20.            | BUSINESS REPRESENTATIVES                            | 42          |
| 21.            | JOB STEWARD   | 42          |
| 22.            | BENEFITS AND PENSION                                | 43          |
|                | Benefit Plan:                                       |             |
|                | Locals 700, 736, 759, 765, 786                      | 43          |
|                | Local 721   | 43          |
|                | Pension Plan:                                       |             |
|                | Locals 700, 736, 759, 765, 786                      | 44          |
|                | Local 721   | 46          |
| 23.            | GRIEVANCE AND ARBITRATION                           | 46          |
| 24.            | MANAGEMENT RIGHTS                                   | 49          |
| 25.            | NO STRIKE OR LOCK-OUT                               | 49          |
| 26.            | RODMEN TOOLS  | 49          |
| 27.            | DOUBLE JOBS – MEMBERS                               | 49          |
| 28.            | GENERAL CONDITIONS<br>(Enabling clause, clause (e)) | 50          |
| 29.            | CHECK-OFF FIELD DUES ASSESSMENT                     | 51          |
| 30.            | SAVINGS CLAUSE                                      | 51          |
| 31.            | ASSOCIATION FUND                                    | 51          |

| <b>ARTICLE</b> | <b>NAME</b>  | <b>PAGE</b> |
|----------------|--|-------------|
| 32.            | DISTRICT COUNCIL FUND                                    | 53          |
| 33.            | TRADE IMPROVEMENT PLAN                                   | 53          |
| 34.            | I.M.P.A.C.T.   | 54          |
| 35.            | JOINT CONFERENCE COMMITTEE                               | 55          |
| 36.            | DURATION OF AGREEMENT                                    | 55          |
| 37.            | PAY EQUITY   | 56          |
| 38.            | ANNUAL EMPLOYER/EMPLOYEE PACKAGE<br>MEMORANDUM           | 57          |
|                | EXECUTION OF AGREEMENT                                   | 57          |
|                | APPENDIX "A"   |             |
|                | LOCAL 736 – LETTER OF UNDERSTANDING                      | 58          |
|                | LETTER OF UNDERSTANDING –<br>CORONER'S INQUEST ALLOWANCE | 59          |
|                | APPENDIX "B"   |             |
|                | TERRITORIAL JURISDICTION                                 | 60          |
|                | APPENDIX "C"   |             |
|                | CAMP ACCOMMODATION – LOCAL 759                           | 61          |
|                | APPENDIX "D"   |             |
|                | IRONWORKERS STANDARDS OF EXCELLENCE                      | 65          |
|                | APPENDIX "E"   |             |
|                | DRUG AND ALCOHOL POLICY                                  | 67          |
|                | APPENDIX "F"   |             |
|                | DE NOVO TREATMENT FACILITY                               | 67          |

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) 862-5525

Fax : (416) 363-7358

JMurray@stringerllp.com

RODMEN EMPLOYEE BARGAINING AGENCY

Consisting of:

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

8 - 205 Chatelain Drive  
St. Albert AB T8N 5A4  
(780) 459-4498

And

THE IRON WORKERS DISTRICT COUNCIL  
OF ONTARIO

PRESIDENT: **Mr. Kevin Bryenton**

1434 Chemong Road  
Unit 12-13  
Peterborough ON K9J 6X2  
Telephone: (705) 748-3099  
odciw@bellnet.ca

And

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

LOCAL 700 – WINDSOR, LONDON, SARNIA

4069 County Road 46  
RR 3  
Maidstone ON N0R 1K0  
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Fax: (519) 737-7113  
Business Manager: **Jason Roe**  
jroe@iw700.com

LOCAL 721 – TORONTO

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Etobicoke ON M8Z 5H3  
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Fax: (416) 232-9565  
Business Manager: **Aaron Murphy**  
amurphy721@rogers.com

LOCAL 736 – HAMILTON

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Ancaster ON L9G 4V5  
Telephone: (905) 679-6439  
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Business Manager: **James Hannah**  
james.hannah@iw736.com

LOCAL 759 – THUNDER BAY

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Thunder Bay ON P7B 5Z8  
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Fax: (807) 345-8159  
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local759@tbaytel.net

LOCAL 765 – OTTAWA

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Metcalfe ON K0A 2P0

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Fax: (613) 821-4337

Business Manger: **Gaetan Sigouin**

[gsigouin@ironworkers765.com](mailto:gsigouin@ironworkers765.com)

LOCAL 786 – SUDBURY

97 St. George Street

Sudbury ON P3C 2W7

Telephone: (705) 674-6903

Fax: (705) 674-8827

Business Manager: **Armand Charbonneau**

[acharbonneau@iw786.com](mailto:acharbonneau@iw786.com)



**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 1<sup>st</sup>, 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, fiber reinforced polymer reinforcing bar, 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) Notwithstanding 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 7:00 a.m. to 3:30 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 QUITTING OF EMPLOYEES**

- (a) No Employee shall be laid off during the first four (4) hours of his/her shift. Except for camp jobs no employee shall be laid off by phone or email. Where an employee is laid off from a camp job by telephone or email the employer will forward the employee's tools and gear to the worker within two (2) business days.
- (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. Under no circumstances are final cheques and Records of Employment to be mailed by regular mail.
- (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. When direct deposit is used in lieu of payment on the jobsite, cheque stubs will be delivered no later than Thursday of each week.
- (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. Should an employee be told to stay home for the next shift after the completion of the current shift due to expected inclement weather they shall be entitled to daily reporting time allowance in accordance with this article in addition to any daily travel/commuting /board allowance that may be payable for the project.

- (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>            | May 1, 2016 |
|-------------------------------|-------------|
| 700 – WINDSOR, LONDON, 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. Where a local union has multiple travel centers and associated dispatch lists for manpower, travel and board allowances will be paid with reference to the local list from which the employee has been dispatched.

**LOCAL 700 – WINDSOR, ONTARIO**

- (a) The following Personal Vehicle Allowance will be paid from the Windsor City Hall: May 1, 2016 (**Note: 5% increase effective September 1, 2016 - below**).

|              | <u>May 01, 2016</u>                            | <u>September 01, 2016</u>                           |
|--------------|--|---|
| 0 - 16 Kms   | NIL  | NIL   |
| 16 - 24 Kms  | \$ 5.56 per day worked                         | <b>\$ 5.84 per day worked</b>                       |
| 24 - 40 Kms  | \$ 9.59 per day worked                         | <b>\$ 10.07 per day worked</b>                      |
| 40 - 160 Kms | \$ 0.46 per day worked<br>(maximum of \$46.19) | <b>\$ 0.48 per day worked<br/>(maximum \$48.50)</b> |
| Over 160 Kms | \$116.64 per day worked                        | <b>\$122.47 per day worked</b>                      |

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 any 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-six (.46) cents per kilometre (**Note: 5% increase effective September 01, 2016 to forty-**

**eight (.48) cents).** 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:

September 1, 2016           \$ 65.32 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.

\*Note: Effective January 1, 2017 employees when boarding away from home on jobs one hundred and sixty (160) kilometres or more from City Hall of London, Ontario the following rate applies:

January 1, 2017           \$100.00 per day worked\*

- (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-six (.46) cents per kilometre **(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)** 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-six (.46) cents per kilometre **(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)** 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:

**(Note: 5% increase effective September 1, 2016 - below)**

|              | <u>May 01, 2016</u>                            | <u>September 01, 2016</u>                           |
|--------------|--|---|
| 0 - 16 Kms   | NIL  | <b>NIL</b>  |
| 16 - 24 Kms  | \$ 5.56 per day worked                         | <b>\$ 5.84 per day worked</b>                       |
| 24 - 40 Kms  | \$ 9.59 per day worked                         | <b>\$ 10.07 per day worked</b>                      |
| 40 - 160 Kms | \$ 0.46 per day worked<br>(maximum of \$41.99) | <b>\$ 0.48 per day worked<br/>(maximum \$44.09)</b> |
| Over 160 Kms | \$116.64 per day worked                        | <b>\$122.47 per day worked</b>                      |

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-six (.46) cents per kilometre **(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)**. 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 zones below:

**(Note: 12% increase to Zone 1 only and 5% increase to Zones 2 – 7 effective September 01, 2016 - below)**

May 01, 2016

|   |                         |
|---|-------------------------|
| ZONE 1: 24 km from Toronto City Hall      | \$ 14.94 per day worked |
| ZONE 2: Outside of Zone 1 to 32 km limit  | \$ 7.98 per day worked  |
| ZONE 3: Outside of Zone 2 to 40 km limit  | \$ 11.13 per day worked |
| ZONE 4: Outside of Zone 3 to 48 km limit  | \$ 14.35 per day worked |
| ZONE 5: Outside of Zone 4 to 80 km limit  | \$ 21.54 per day worked |
| ZONE 6: Outside of Zone 5 to 160 km limit | \$ 38.23 per day worked |
| ZONE 7: Outside of Zone 6 over 160 km     | \$116.64 per day worked |

September 01, 2016

|  |                                |
|--|--------------------------------|
| <b>ZONE 1: 24 km from Toronto City Hall</b>      | <b>\$ 16.73 per day worked</b> |
| <b>ZONE 2: Outside of Zone 1 to 32 km limit</b>  | <b>\$ 8.38 per day worked</b>  |
| <b>ZONE 3: Outside of Zone 2 to 40 km limit</b>  | <b>\$ 11.69 per day worked</b> |
| <b>ZONE 4: Outside of Zone 3 to 48 km limit</b>  | <b>\$ 15.07 per day worked</b> |
| <b>ZONE 5: Outside of Zone 4 to 80 km limit</b>  | <b>\$ 22.62 per day worked</b> |
| <b>ZONE 6: Outside of Zone 5 to 160 km limit</b> | <b>\$ 40.14 per day worked</b> |
| <b>ZONE 7: Outside of Zone 6 over 160 km</b>     | <b>\$122.47per day worked</b>  |

- (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, 2016                      \$ 10.00 per trip

**(Note: 5% increase effective September 01, 2016 to ten dollars and fifty (10.50) cents)**

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:

**(Note: 5% increase effective September 1, 2016 - below)**

|                         | <u>May 01, 2016</u>     | <u>September 01, 2016</u>      |
|-------------------------|-------------------------|--------------------------------|
| ZONE 1:     0 - 24 km   | NIL                     | NIL                            |
| ZONE 2:     24 - 32 km  | \$ 14.21 per day worked | <b>\$ 14.92 per day worked</b> |
| ZONE 3:     32 - 40 km  | \$ 17.52 per day worked | <b>\$ 18.40 per day worked</b> |
| ZONE 4:     40 - 80 km  | \$ 25.07 per day worked | <b>\$ 26.33 per day worked</b> |
| ZONE 5:     80 - 160 km | \$ 38.44 per day worked | <b>\$ 40.37 per day worked</b> |
| ZONE 6:     over 160 km | \$122.47 per day worked | <b>\$128.60 per day worked</b> |

- (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, 2016                      \$0.46 per km

**(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)**

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, 2016                      \$ 0.54 per km

**(Note: 5% increase effective September 01, 2016 to fifty-seven (.57) cents)**

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, 2016                      \$ 94.59 per day worked

**(Note: 5% increase effective September 01, 2016 to ninety-nine dollars and thirty-two (99.32) cents)**

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, 2016                      \$120.00 per day worked

**(Note: 5% increase effective September 01, 2016 to one hundred dollars and twenty-six (126.00) cents)**

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:

**(Note: 5% increase effective September 1, 2016 - below)**

|                     | <u>May 01, 2016</u>     | <u>September 01, 2016</u>      |
|---------------------|-------------------------|--------------------------------|
| ZONE 1: 0 - 32 km   | NIL                     | <b>NIL</b>                     |
| ZONE 2: 32 - 40 km  | \$ 13.54 per day worked | <b>\$ 14.22 per day worked</b> |
| ZONE 3: 40 - 80 km  | \$ 20.71 per day worked | <b>\$ 21.75 per day worked</b> |
| ZONE 4: 80 - 160 km | \$ 36.61 per day worked | <b>\$ 38.44 per day worked</b> |
| ZONE 5: over 160 km | \$116.64 per day worked | <b>\$122.47 per day worked</b> |

- (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:

|                    |              |                  |
|--------------------|--------------|------------------|
| <u>May 1, 2016</u> | For Ottawa   | \$10.00 per trip |
|                    | For Kingston | \$ 0.46 per Km   |

**(Note: 5% increase effective September 01, 2016 to**

|                     |                          |
|---------------------|--------------------------|
| <b>For Ottawa</b>   | <b>\$10.50 per trip;</b> |
| <b>For Kingston</b> | <b>\$ 0.48 per Km)</b>   |

- (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 fourteen and eighty (\$14.80) per day worked effective May 1<sup>st</sup>, 2016

**(Note: 5% increase effective September 01, 2016 to fifteen dollars and fifty-four (15.54) cents)**

- (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.

**(Note: 5% increase effective September 1, 2016 - below)**

|                     | <u>May 01, 2016</u>     | <u>September 01, 2016</u>      |
|---------------------|-------------------------|--------------------------------|
| ZONE 1: 0 - 32 km   | NIL                     | NIL                            |
| ZONE 2: 32 - 40 km  | \$ 16.69 per day worked | <b>\$ 17.53 per day worked</b> |
| ZONE 3: 40 - 80 km  | \$ 36.61 per day worked | <b>\$ 38.44 per day worked</b> |
| ZONE 4: 80 - 160 km | \$ 52.59 per day worked | <b>\$ 55.22 per day worked</b> |
| ZONE 5: over 160 km | \$116.64 per day worked | <b>\$122.47 per day worked</b> |

- (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, 2016

\$0.46 cents per kilometer

**(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)**

- (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-six (.46) cents per kilometre **(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)**, 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 six (.46) cents per kilometre **(Note: 5% increase effective September 01, 2016 to forty-eight (.48) cents)** 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, 2016 | \$14.34 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, 2016 | \$19.12 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 1, 2016 | \$25.49 per day |
|-------------|-----------------|

**CHANGE EFFECTIVE JANUARY 1, 2017 TO BE AS FOLLOWS:****ZONE 2**

Shall be that area between forty-nine kilometres (49) and the one hundred sixty (160) kilometers. All Employees performing any work in this Zone shall receive Travel Allowance calculated as follows:  
\$0.46/kilometre.

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, 2016      \$ 0.54 cents per kilometer



**(Note: 5% increase effective September 01, 2016 to fifty-seven (.57) cents)**

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 six hundred dollars (\$600.00) per Employee. The Employer may require proof of loss.
- (b) The Employer will maintain insurance as above, up to a maximum of one thousand dollars (\$1000.00) per Employee for those Employees staying in a camp. The Employer may require proof of loss.

**ARTICLE 14 - WAGES****LOCAL 700 – Windsor/London, Sarnia**

|                               | Windsor/<br>London Sarnia<br>May 1, 2016 |                | Windsor/<br>London Sarnia<br>May 1, 2017 |                | Windsor/<br>London Sarnia<br>May 1, 2018 |                |
|-------------------------------|--|----------------|--|----------------|--|----------------|
| Wages                         | \$38.40                                  | ** \$38.88**   |  |                |  |                |
| Vacation Pay                  | 3.84                                     | 3.88           |  |                |  |                |
| Benefits                      | 3.80                                     | 3.80           |  |                |  |                |
| Pension                       | 7.30                                     | 7.30           |  |                |  |                |
| ROD T.I.P.                    | .22                                      | .22            |  |                |  |                |
| <b>Total Wage<br/>Package</b> | <b>\$53.56</b>                           | <b>\$54.08</b> | <b>\$54.51</b>                           | <b>\$55.46</b> | <b>\$55.48</b>                           | <b>\$56.30</b> |

\*\*Article 29 – COFD: \$1.39 (includes \$0.02 for De Novo)

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Appendix “F” De Novo (Employer Contribution): \$0.02

Foreman Rate: \$5.00 above Journeyman rate

Sub-Foreman Rate: \$3.00 above Journeyman rate

**LOCAL 721 – Toronto**

|                               | May 1, 2016    | May 1, 2017    | May 1, 2018    |
|-------------------------------|----------------|----------------|----------------|
| Wages                         | \$40.00**      |                |                |
| Vacation Pay                  | 4.00           |                |                |
| Benefits                      | 3.10           |                |                |
| Pension                       | 7.30           |                |                |
| ROD T.I.P.                    | 0.06           |                |                |
| <b>Total Wage<br/>Package</b> | <b>\$54.46</b> | <b>\$55.40</b> | <b>\$56.37</b> |

\*\*Article 29 – COFD: \$1.95 (includes \$0.02 for De Novo)

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Appendix “F” De Novo (Employer Contribution): \$0.02

Foreman Rate: \$5.00 above Journeyman rate

Sub-Foreman Rate: \$3.00 above Journeyman rate

**LOCAL 736 – Hamilton**

|              | May 1, 2016 | May 1, 2017 | May 1, 2018 |
|--------------|-------------|-------------|-------------|
| Wages        | \$38.98**   |             |             |
| Vacation Pay | 3.90        |             |             |
| Benefits     | 3.80        |             |             |
| Pension      | 7.30        |             |             |
| ROD T.I.P.   | 0.22        |             |             |

|                           |                |                |                |
|---------------------------|----------------|----------------|----------------|
| <b>Total Wage Package</b> | <b>\$54.22</b> | <b>\$55.17</b> | <b>\$56.14</b> |
|---------------------------|----------------|----------------|----------------|

\*\*Article 29 – COFD: \$2.17 (includes \$0.02 for De Novo)

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Appendix “F” De Novo (Employer Contribution): \$0.02

Foreman Rate: \$5.00 above Journeyman rate

Sub-Foreman Rate: \$3.00 above Journeyman rate

**LOCAL 759 – Thunder Bay**

|              | May 1, 2016 | May 1, 2017 | May 1, 2018 |
|--------------|-------------|-------------|-------------|
| Wages        | \$38.76**   |             |             |
| Vacation Pay | 3.88        |             |             |
| Benefits     | 3.80        |             |             |
| Pension      | 7.30        |             |             |
| ROD T.I.P.   | 0.22        |             |             |

|                           |                |                |                |
|---------------------------|----------------|----------------|----------------|
| <b>Total Wage Package</b> | <b>\$53.96</b> | <b>\$54.91</b> | <b>\$55.88</b> |
|---------------------------|----------------|----------------|----------------|

\*\*Article 29 – COFD: \$1.89 (includes \$0.02 for De Novo)

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Appendix “F” De Novo (Employer Contribution): \$0.02

Foreman Rate: \$5.00 above Journeyman rate

Sub-Foreman Rate: \$3.00 above Journeyman rate

**LOCAL 765 – Ottawa**

|                           | May 1, 2016    | May 1, 2017    | May 1, 2018    |
|---------------------------|----------------|----------------|----------------|
| Wages                     | \$38.38**      |                |                |
| Vacation Pay              | 3.84           |                |                |
| Benefits                  | 3.80           |                |                |
| Pension                   | 7.30           |                |                |
| ROD T.I.P.                | 0.22           |                |                |
| <b>Total Wage Package</b> | <b>\$53.54</b> | <b>\$54.49</b> | <b>\$55.46</b> |

\*\*Article 29 – COFD: \$2.21

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Foreman Rate: \$5.00 above Journeyman rate

Sub-Foreman Rate: \$3.00 above Journeyman rate

**LOCAL 786 – Sudbury**

|                           | May 1, 2016    | May 1, 2017    | May 1, 2018    |
|---------------------------|----------------|----------------|----------------|
| Wages                     | \$38.23**      |                |                |
| Vacation Pay              | 3.82           |                |                |
| Benefits                  | 3.80           |                |                |
| Pension                   | 7.30           |                |                |
| ROD T.I.P.                | 0.22           |                |                |
| <b>Total Wage Package</b> | <b>\$53.37</b> | <b>\$54.32</b> | <b>\$55.29</b> |

\*\*Article 29 – COFD: \$1.76 (includes \$0.02 for De Novo)

\*\*Article 32 - District Council: \$0.85

Article 31 – Association Fund (Employer Contribution): \$0.03

Appendix “F” De Novo (Employer Contribution): \$0.02

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 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 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, 736, 759, 765, 786

- (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>            | <u>May 1, 2016</u> |
|-------------------------------|--------------------|
| 700 – WINDSOR, LONDON, SARNIA | \$ 3.80            |
| 736 – HAMILTON                | \$ 3.80            |
| 759 – THUNDER BAY             | \$ 3.80            |
| 765 – OTTAWA                  | \$ 3.80            |
| 786 – SUDBURY                 | \$ 3.80            |

### LOCAL 721

- (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> | <u>May 1, 2016</u> |
|--------------------|--------------------|
| 721 – TORONTO      | \$ 3.10            |

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 SCHEDULE

| <u>LOCAL UNION</u>            | <u>May 1, 2016</u> |
|-------------------------------|--------------------|
| 700 – WINDSOR, LONDON, SARNIA | \$ 7.30            |
| 736 – HAMILTON                | \$ 7.30            |
| 759 – THUNDER BAY             | \$ 7.30            |
| 765 – OTTAWA                  | \$ 7.30            |
| 786 – SUDBURY                 | \$ 7.30            |

- (e) All contributions shall be submitted by the 15<sup>th</sup> 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 30<sup>th</sup> 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

- (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 SCHEDULELOCAL UNION

LOCAL 721 – TORONTO      May 1, 2016      \$7.30

- (i) All contributions shall be submitted by the 15<sup>th</sup> 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 30<sup>th</sup> 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 ten (10) 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 ten (10) 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.
  3. 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. Accidents will be reported to the Employee's 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 15<sup>th</sup> 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 three cents (\$0.03) per hour, effective September 01, 2016, 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. (HST is payable on Association Fund contributions).

- (b) Contributions to the Association Fund shall be submitted by the 15<sup>th</sup> 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 30<sup>th</sup> 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 the posted rates in Article 14 and annual memoranda produced in Article 38. 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 15<sup>th</sup> 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 30<sup>th</sup> 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.

- (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 working in the territorial jurisdiction of local Unions, 700, 721, 736, 759, 765 and 786 will actively participate in IMPACT. The Financial commitment to the trust agreement will be three quarters (3/4) of one percent of the Journeyperson wage outlined in the schedules contained in the agreement. This commitment will be born equally by both Labour and Management and will be reflected in the District Council fund for deduction and remittance to the appropriate parties for each hour earned by employees covered by this agreement to IMPACT.
- (b) Employer deductions shall be submitted by the 15<sup>th</sup> 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 30<sup>th</sup> 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.

### **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, 2016, 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 30<sup>th</sup> day of April 2019, 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 than sixty (60) days before the 30<sup>th</sup> day of April 2019 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.

**ARTICLE 38 – EMPLOYER/EMPLOYEE ANNUAL PACKAGE MEMORANDUM**

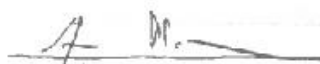
The Employer and the Employee Bargaining Agencies will issue a joint memorandum annually by April 15<sup>th</sup> of each year outlining changes to articles 14, 22, 29, 31, 32, 33, 34 and 10 and 11 (if applicable) to notify Employers and Employees covered under the terms of this agreement regarding changes to the total wage package for each year covered by this agreement. Each of the Locals covered by this agreement will advise the Employer and Employee Bargaining Agencies of the allocations for the total wage package by April 1<sup>st</sup> of each year.

Dated at Toronto this 25<sup>th</sup> day of April 2016


For the Union

For the EBA

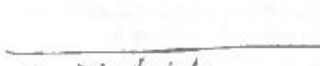
  
GAETAN BLECWINIW 765

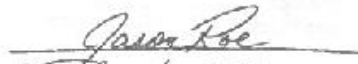
  
A. Plooney

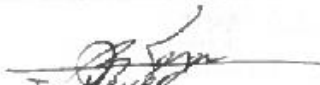
  
WAYNE THIBAUT LOCAL 759

  
D. Rust.

  
Armand Charbunney Local 786


  
S. Dietrich


  
James Roe Local 700

  
J. Joyce

  
James Amant Local 716

  
A. Jones

  
LUIZ MARQUES ON BEHALF OF AARON MURPHY LOCAL 721

  
Kevin Baylton OCEAN/INWIL



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

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) The 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 UNDERSTANDING****CORONER'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" of 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 'B'****TERRITORIAL 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 50<sup>th</sup> 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, Parry Sound, Sudbury, Temiskaming, and all of the District of Cochrane, South of the 50<sup>th</sup> 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, 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.

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. Fines for the second offense shall be no less than \$500.00 or no more than one (1) weeks pay including fringe benefits and working assessments. Third offence may result in expulsion.

**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.

**APPENDIX 'F'****DE NOVO TREATMENT FACILITY**

Each Employer working in the territorial jurisdiction of local Unions 700, 721, 736, 759, 765 and 786 will actively participate in the De Novo Program. The financial commitment to the trust agreement will be four cents (\$0.04) per hour earned as per joint De Novo trust agreement to be established by the parties to this agreement. This commitment will be born equally by both Labour and Management and will be reflected in the De Novo fund for deduction and remittance to the appropriate parties for each hour earned by the employees covered by this agreement to De Novo. Said funds are to be used for the benefit of Ironworker 700, 721, 736, 759, 765 and 786 members and their families. It is understood that foregoing four (\$0.04) cents of employee contribution, the employee portion of the contribution to be deducted from wages and remitted as part of the obligations under article 29. Local 765 deductions will be forwarded to the Ottawa Building Trades Members Assistance Program.