

1992 - 1995

SOURCE	Co.		
EFF.	72	188	20
TERM.	75	04	30
No. OF EMPLOYEES	1000		
NOM. RE	D.L.		

**Rodmen Provincial
Collective Agreement**

between the

**Rodmen Employer
Bargaining Agency**

and the

**Rodmen Employee
Bargaining Agency**

**REINFORCING STEEL
INSTITUTE OF ONTARIO
1 SPARKS AVENUE
WILLOWDALE, ONT. M2H 2W1**

1993

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COLLECTIVE AGREEMENT

BETWEEN the

RODMEN EMPLOYER BARGAINING AGENCY.

consisting of:

The Industrial Contractors Association of Canada

The Labour Relations Bureau of the Ontario
General Contractors Association

The Reinforcing Steel Institute of Ontario

Hereinafter called the "EMPLOYER"

AND the

RODMEN EMPLOYEE BARGAINING AGENCY,

consisting of:

The International Association of Bridge, Structural
and Ornamental 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
and Ornamental Iron Workers and the
Iron Workers District Council of Ontario:

or

The following Local Unions:
700, 721, 736, 759, 765, 786

or

3. Any other local of the International Association of Bridge, Structural and Ornamental Iron Workers which in the future may be chartered to represent Rodmen.

RODMEN EMPLOYER BARGAINING AGENCY

Consisting of:

INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA,
c/o Grant E. Brooks
Bechtel Canada Limited
10 Gateway Boulevard, Suite 200
DON MILLS, Ontario M3C 3M8
(416) 467-3100

LABOUR RELATIONS BUREAU,
ONTARIO GENERAL CONTRACTORS ASSOCIATION,
6303 Airport Road, Suite 308
MISSISSAUGA, Ontario L4V 1R8
(416) 671-0888

REINFORCING STEEL INSTITUTE OF ONTARIO,
1 Sparks Avenue, Suite T-2
WILLOWDALE, Ontario M2H 2W1
(416) 499-4000

SECRETARY
MR. DENNIS RYAN
c/o REINFORCING STEEL INSTITUTE OF ONTARIO
LABOUR RELATIONS BUREAU
1 SPARKS AVENUE, SUITE T-2
WILLOWDALE, ONTARIO M2H 2W1
(416) 499-4000

RODMEN EMPLOYEE BARGAINING AGENCY

Consisting of:

THE INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS
284 KING STREET WEST SUITE 501
TORONTO, ONTARIO M5V 1 J 1
(416) 593-7155

and

THE IRON WORKERS DISTRICT COUNCIL OF ONTARIO
PRESIDENT MR. FRED MARR
c/o The International Association of Bridge,
Structural and Ornamental Iron Workers
1350 L'Heritage Drive
SARNIA, Ontario N7S 6H8
(519) 542-1413/1414

or

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

LOCAL **700** - LONDON, SARNIA AND WINDSOR
4069 County Road #46, R.R. #3
MAIDSTONE, Ontario NOR 1K0
Greg Michaluk (519) 737-7110

LOCAL **721** - TORONTO
1604 Bloor Street West
TORONTO, Ontario M6P 1A7
Stan Arsenault (416) 534-8489

LOCAL 736 - HAMILTON
1955 Upper James Street
HAMILTON, Ontario L9B 1K8
Tim Densmore (416) 679-6439

LOCAL 759 - THUNDER BAY
Lakehead Labour Centre, Room 16
THUNDER BAY, Ontario P7B 3A6
Larry Baillie (807) 345-8151

LOCAL 765 - OTTAWA
101 - 30 Concourse Gate
NEPEAN, Ontario K2E 7V7
Donald Melvin (613) 225-0573

LOCAL 786 - SUDBURY
30 Durham Street, Room 311
SUDBURY, Ontario P3C 5E4
Gord Verdecchia (705) 674-6903

PREAMBLE

WHEREAS an Employer Bargaining Agency consisting of the Industrial Contractors Association of Canada, the Labour Relations Bureau of the Ontario General Contractors Association 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 and Ornamental 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 Labour Relations Bureau of the Ontario General Contractors Association, and the Reinforcing Steel Institute of Ontario are members of accredited or recognised 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 and Ornamental Iron Workers Local Unions 700, 721, 736, 759, 765 and 786.

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

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

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

Article 1
RECOGNITION AND SCOPE OF THE AGREEMENT

- (a) The Industrial Contractors Association of Canada, the Labour Relations Bureau of the Ontario General Contractors Association 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 and Ornamental 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, the Labour Relations Bureau of the Ontario General Contractors Association, 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, welded wire mesh, post-tensioning systems, (wire, strand, bar, plastic and substitute materials, including the stressing, cad and thermite 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 and Ornamental Iron Workers shall be employed on work coming within the Scope of the Agreement. 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 an 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) hour 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 Job Steward 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 and Ornamental 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 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 workmen, 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) The Employer will notify the Local Union as soon as possible, but not later than twenty-four (24) hours prior to any job starting, and will advise the approximate number of rodmen required.

2/9 (e) No Employee shall be discriminated against in hiring or being continued in his employment because of age.

5/1 (f) 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 and Ornamental Iron Workers, or any of its affiliated Local Unions. The Union likewise shall not supply

workmen to anyone who is not a party to this Agreement, except for the purpose of attempting certification.

- (g) 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 Locals 700, 736, 759, 765, 786, ~~eight (8) hours shall constitute a day shift - Monday to Friday inclusive; said regularly assigned~~ hours to be from 8:00 a.m. to 4:30 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) For Local 721, eight (8) hours, from Monday to Thursday inclusive, shall constitute the day shift; said regular assigned hours to be from 8:00 a.m. to 4:30 p.m., with one-half hour lunch period without pay. Five and one half (5 1/2) 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 8 hours pay for 7 hours worked, if the majority of hours are after midnight and before the regular starting time, payment shall be on the basis of 8 hours pay for 7 hours worked. 44-45/500001

- (d) When shifts are worked, the day shift shall be as in Clause (a) & (b) above. An afternoon shift shall consist of 7 hours worked for 8 hours pay or proportionate part thereof, to be worked between 4:30 p.m. and 12:00 midnight, with one-half hour for lunch without pay taken near the midpoint of the shift. A night shift shall consist of 7 hours for 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 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. 37) C, D, E / O
- (g) Not more than one 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 of less than five (5) days duration shall be paid for at double the regular day shift rate.
- (h) Men shall be at their posts prepared to start work at their regular starting time, provided that the shed or room for the men 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 Locals 700, 736, 759, 765, 786, 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) 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. For Local 721 the first hour of overtime Monday to Friday 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. 5/3/09
- (e) The following Holidays shall be observed: NEW YEAR'S DAY, HERITAGE DAY (if proclaimed by the Province of Ontario), GOOD FRIDAY, VICTORIA DAY, DOMINION 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 then 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 shift, he 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. 9/2/09

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.

Article 6

LAY-OFF, DISCHARGE AND QUITTING OF EMPLOYEES

- (a) No Employee shall be laid off during the first four (4) hours of his shift.
- (b) When an Employee is laid off, on a regularly scheduled layoff, where the Employer has a pay office within the travel zone, he shall be paid off in full on the job at the time of layoff, and at the same time shall receive his Record of Employment Certificate and Vacation Pay. Should an Employer fail to comply with these provisions and the Employee has to return later for his wages and/or forms, he 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 and Vacation Pay, to the Employee's last known address by Priority 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 own accord he must give notice to the Employer and he shall be paid in the normal course of paydays for Wages, Vacation Pay and Record of Employment Certificate. If the Employee has not picked up his pay and certificate, or arranged to have it picked up for him, by closing time on the payday the Employer shall, on the next working day, send it by Priority 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 his wages and/or forms because said Wages forms etc. are not ready except if they are in the mail by Priority 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 shall receive his wages, Record of Employment Certificate and Vacation Pay within twenty-four (24) hours [one working day) and in accordance with the terms of Article 6 (c) above.
- (f) Employees will be given one (1) hour during working hours in order to return an Employer's tools and equipment to the tool crib or stores when being laid off.
- (g) On termination the Employee shall receive a termination slip if supplied by the Local Union at the time of hiring, stating the reasons for termination and signed by an authority of the Employer.
- (h) When lay-offs occur on a project, permit Rodmen 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 jobsite and the Employer shall arrange that the pay cheque will be honoured at a local bank. Should the Employee cease to work on Thursday before the normal quitting time due to inclement weather, he shall be paid at such quitting time provided the cheques are available. Any Employee required to wait for his 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 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 jobsite before the normal quitting time on Friday, instead of Thursday, for the following reasons only:
1. Employees have left the jobsite before quitting time on Thursday due to inclement weather.
 2. Pay cheques cannot be delivered on Thursday, due to extreme emergency.
 3. A double holiday occurs.
 4. The Monday of that week was a Statutory Holiday.
- (b) Employers may withhold where necessary, a reasonable amount of wages due to enable them to prepare the payroll; (not more than one week).
- (c) Accompanying each payment of wages shall be a statement identifying both the Employer and the Employee, showing the total earnings, vacation pay, the amount of each deduction, the purpose thereof, and the net earnings.
- (d) Arrangements shall be made for new Employees hired for out-of-town projects to secure an advance at the jobsite, not exceeding the necessary Board Allowance for the first week of employment. Allowance not to exceed wages owing.

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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 control, he shall be given two (2) hours pay plus travelling 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 Foreman, 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. 46
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- (b) The above regulation will also apply to a workman who is ordered to report to the Employer's shop or yard.
- (c) If the Employee is requested by the Employer representative on the jobsite to wait on the site, he shall be paid his 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, 1968, and all amendments thereto.
- (b) Effective Aug. 20, 1992, 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 & Statutory Holiday Pay on the weekly pay statements.

The Employer and the Union agree that of the total amount of Vacation Pay & Statutory Holiday Pay, as specified in the following Schedule, four percent (4%) shall be deemed to be in

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lieu of Statutory Holidays, as defined in Article 5 (d), and the balance shall be deemed Vacation Pay.

VACATION PAY & STATUTORY HOLIDAY PAY SCHEDULE

LOCAL UNION	August 20, 1992
700 - LONDON	10%
700 - SARNIA	10%
700 - WINDSOR	10%
721 - TORONTO	10%
736 - HAMILTON	10%
759 - THUNDER BAY	10%
765 - OTTAWA	10%
786 - SUDBURY	10%

Article 10

COMMUTING AND BOARD ALLOWANCE

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:

Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
\$40.00 per day worked	\$40.00 per day worked	\$40.00 per day worked

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

- (b) If a Holiday falls during a normal work week, Board Allowance shall be paid for that day providing the Employee is available for the work shift prior to the Holiday, and the work shift following the Holiday.
- (c) Employees required to work outside the area jurisdiction of the Union shall be paid mileage calculated at eighteen cents (.18)

per kilometre from the City Hall of London, and the same kilometre rate when returning at the end of the project.

- (d) In the event the project as spelled out in Article 10 (c) is one hundred and sixty (160) kilometres or more from the City Hall of London, Employees shall receive a return trip [calculated at eighteen cents (.18) per kilometre every thirty (30) days during the life of the project.
- (e) Employees working outside the area jurisdiction of the Union shall receive Board Allowance as defined in Article 10 (a), or the rate in the Agreement applicable to the area where the project is located, whichever is highest.

COMMUTING AND BOARD ALLOWANCE
LOCAL 700 – SARNIA, ONTARIO

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

	Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
0 - 16 kilometres	nil	nil	nil
16 - 24 kilometres	\$3.50	\$3.50	\$3.50
24 - 40 kilometres	\$6.00	\$6.00	\$6.00
40 - 160 kilometres	18¢ per km	18¢ per km	18¢ per km
	per day worked (max. \$25.00)		
over 160 kilometres	\$40.00	\$40.00	\$40.00
	per day worked Board		

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

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

- (b) When an Employee is transferred during working hours, and reasonably comfortable transportation is provided by the

Employer, then no transportation costs will be allowed, but the Employer must return the Employee to the place from where he was transferred, and pay applicable rates until that time.

When an Employee is transferred at the request of the Employer during working hours, and provides his own transportation, he shall be paid his applicable wages while travelling from job to job, plus transportation costs of eighteen cents (.18) per kilometre. Should Commuting Allowances apply to either or both jobs, then one-half (1/2) the total applicable allowance shall be paid by the Employer.

- (c) Pro rata pay as a fraction of the day worked, when an Employee leaves of his own volition.

COMMUTING AND BOARD ALLOWANCE
LOCAL 700 - WINDSOR, ONTARIO

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

	Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
0 - 16 kilometres	nil	nil	nil
16 - 24 kilometres	\$3.50	\$3.50	\$3.50
24 - 40 kilometres	\$6.00	\$6.00	\$6.00
40 - 160 kilometres	18¢ per km	18¢ per km	18¢ per km
	per day worked (max. \$25.00)		
over 160 kilometres	\$40.00	\$40.00	\$40.00
	per day worked Board		

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

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

- (b) **When an Employee is transferred during working hours.** and reasonably comfortable transportation is provided by the Employer, then no transportation costs will be allowed, but the Employer must return the Employee to the place from where he was transferred, and pay applicable rates until that time.

When an Employee is transferred at the request of the Employer during working hours, and provides his own transportation, he shall be paid his applicable wages while travelling from job to job, plus transportation costs of eighteen cents (.18) per kilometre. Should Commuting Allowances apply to either or both jobs, then one-half (1/2) the total applicable allowance shall be paid by the Employer.

COMMUTING AND BOARD ALLOWANCE
LOCAL **721** – **TORONTO**, ONTARIO

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

	Aug. 20 , 1992	MAY 1 , 1993	MAY 1 , 1994
ZONE 1 24 kilometres from Toronto City Hall	\$6.00/day	\$6.00/day	\$6.00/day
ZONE 2 Outside of Zone 1 to 32 km limit	\$5.00/day	\$5.00/day	\$5.00/day
ZONE 3 Outside of Zone 2 to 40 km limit	\$7.00/day	\$7.00/day	\$7.00/day
ZONE 4 Outside of Zone 3 to 48 km limit	\$9.00/day	\$9.00/day	\$9.00/day
ZONE 5 Outside of Zone 4 to 80 km limit	\$13.00/day	\$13.50/day	\$13.50/day
ZONE 6 Outside of Zone 5 to 160 km limit	\$23.00/day	\$24.00/day	\$24.00/day
ZONE 7 Outside of Zone 6, over 160 km	\$40.00	\$41.00	\$42.00

per day paid for seven (7) days per week

- (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 his applicable wages while travelling, plus Commuting Allowance for the highest commuting zone rate in which he is employed during the day.
- (c) All of the above kilometres in Zones 1, 2, 3, 4, 5, 6 and 7, are to be measured by the most direct route travelled by automobile.
- (d) Travelling expenses shall be paid to Employees at the rate as set out below when they supply their own transportation for travelling from job to job during working hours at the direction of the Employer. In addition, his applicable rate plus all normal benefits for the time spent in travelling. This condition shall apply to all Employees working in the twenty-four (24) kilometre radius designated as Zone 1.

MAY 1, 1992

.18 cents per km

COMMUTING AND BOARD ALLOWANCE
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:

	Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
ZONE 1 0 to 24 kilometres	No	Commuting	Allowance
ZONE 2 24 to 32 kilometres	\$8.50	\$8.50	\$8.50
	per day worked	per day worked	per day worked

ZONE 3 32 to 40 kilometres	\$10.50	\$10.50	\$10.50
	per day	per day	per day
	worked	worked	worked
ZONE 4 40 to 80 kilometres	\$15.00	\$15.00	\$15.00
	per day	per day	per day
	worked	worked	worked
ZONE 5 80 to 160 kilometres	\$23.00	\$23.00	\$23.00
	per day	per day	per day
	worked	worked	worked
ZONE 6 over 160 kilometres	\$40.00	\$41.00	\$42.00
	paid for seven (7) days per week		

SEE APPENDIX 'A'

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

MAY 1, 1992

18¢ per km

COMMUTING AND BOARD ALLOWANCE
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 will be paid a Commuting Allowance of:

Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
27¢	28¢	29¢

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

- (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 will be paid in addition to his regular daily wages and transportation allowance, a subsistence allowance as follows:

Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
\$51.00 per day worked	\$53.00 per day worked	\$56.00 per day worked

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

Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
\$69.00 per day worked	\$71.00 per day worked	\$74.00 per day worked

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

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

COMMUTING AND BOARD ALLOWANCE
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:

	AUG. 20, 1992	MAY 1, 1993	MAY 1, 1994
ZONE 1 0 to 32 kilometres	No Commuting Allowance		
ZONE 2 32 to 40 kilometres	\$8.50	\$8.50	\$8.50
	per day worked	per day worked	per day worked
ZONE 3 40 to 80 kilometres	\$13.00	\$13.00	\$13.00
	per day worked	per day worked	per day worked
ZONE 4 80 to 160 kilometres	\$23.00	\$23.00	\$23.00
	per day worked	per day worked	per day worked
ZONE 5 over 160 kilometres	\$40.00	\$41.00	\$42.00
	paid for seven (7) days per week		

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

MAY 1, 1992

18¢ per km

- (d) When an Employee covered by this Agreement is employed on a project that is located within the geographic area as set out in clause (e) below the Employee shall be paid an Allowance of six dollars (\$6.00) per day worked. This Allowance payment shall become effective **JUNE 14, 1990**.
- (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.

COMMUTING AND BOARD ALLOWANCE

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.

	Aug. 20, 1992	MAY 1, 1993	MAY 1, 1994
ZONE 1 0 to 32 kilometres	No Commuting Allowance		
ZONE 2 32 to 40 kilometres	\$10.50	\$10.50	\$10.50
	per day worked	per day worked	per day worked
ZONE 3 40 to 80 kilometres	\$23.00	\$23.00	\$23.00
	per day worked	per day worked	per day worked
ZONE 4 80 to 160 kilometres	\$33.00	\$33.00	\$33.00
	per day worked	per day worked	per day worked
ZONE 5 over 160 kilometres	\$46.00	\$47.50	\$49.50
	paid for seven (7) days per week		

- (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 the Employee is living in a camp arranged by his 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 no work available due to job conditions or inclement weather, Board shall be paid for a full day.

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

MAY 1, 1992

.18 cents per km

- (d) Effective Aug. 20, 1992, when an Employee is being paid Board Allowance at the rate 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 twenty-seven (27) cents per kilometre, in excess of the thirty-two 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, 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) Travelling expenses shall be paid to Employees at the rate of eighteen cents (.18) per kilometre when they supply their own transportation for travelling from job to job during working hours at the direction of the Employer. In addition, his applicable rate, plus all normal benefits, for the time spent in travelling. 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 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:

Aug. 20, 1992

\$9.00 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:

Aug. 20, 1992

\$12.00 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:

Aug. 20, 1992

\$16.00 per day

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

TRAVEL ALLOWANCE

LOCAL 700 – WINDSOR, ONTARIO

LOCAL 736 – HAMILTON, ONTARIO

LOCAL 765 – OTTAWA, ONTARIO

- [a] When an Employee is sent to a job beyond Zone 3 as specified in Article 10, he shall be paid travel expenses equivalent to rail fare, including lower berth when travelling at night, plus Board Allowance commencing with the day of departure, plus his regular rate of wages for all travel time allowance, upon the following basis, by the most direct travel route travelled 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.

TRAVEL ALLOWANCE
LOCAL 721 - TORONTO, ONTARIO

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

From:

40 to 64 kilometres - One hours 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) hour pay in each twenty-four (24) hour period, at straight time rate of pay.

- (b) Such Employee 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.

TRAVEL ALLOWANCE
LOCAL 759 – THUNDER BAY, ONTARIO

- (a) When an Employee is sent to a job beyond eighty (80) kilometres of the Labour Centre of Thunder Bay, Ontario, he shall be paid a kilometre allowance of:
- | | | |
|---------------|-------------|-------------|
| Aug. 20, 1992 | MAY 1, 1993 | MAY 1, 1994 |
| 27¢ per km | 28¢ per km | 29¢ per km |
- provided he remains 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 travelled. 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 Employee actually returns to Thunder Bay and he shall receive his cheque for same at that time. If the Employee has to leave the job due to accident, sickness, **recognized** holiday period or any other legitimate reason mutually agreed upon by his foreman, it will not be considered a breach of his continuous employment for the purpose of receiving his 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.

TRAVEL ALLOWANCE
LOCAL 786 – SUDBURY, ONTARIO

- (a) When an Employee is sent to a job beyond Zone 2 as specified in Article 10, he shall be paid travel expenses equivalent to rail fare, including lower berth when travelling at night, plus Board Allowance commencing with the day of departure, plus his regular rate of wages for all travel time allowance, upon the following basis, by the most direct travel route travelled 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.

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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 has successfully passed same, he shall be paid at the prevailing Journeyman's rate.
- (c) One Apprentice will be permitted for the first Journeyman employed by the Employer, plus one additional Apprentice will be employed for each additional seven Journeymen, except on field fabrication where one Apprentice will be permitted to each Journeyman.
- (d) The Employer and the Union agree to participate in the **Rodmen** 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 1986-1988 **Rodmen** Collective Agreement, a Joint **Training** Committee shall be established and maintained by the two 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 **Rodmen Training** Program separate from any other training program and designed to train the **Rodman** in all aspects of the placing of rebar.

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 four hundred dollars (\$400.00) per Employee. The Employer may require proof of loss.
- (b) The Employer will maintain insurance as above, up to a maximum of eight hundred dollars (\$800.00) per Employee for those Employees staying in a camp. The Employer may require proof of loss.

ALL EMPLOYERS PLEASE NOTE: (See Article 31 of the Agreement)

Association Fund contributions of eleven cents (11¢) per hour for each hour earned in each month under this Agreement must be remitted by the 15th of the following month to:

Ontario Iron Worker/Rodmen Benefit Plan Administration Inc.
15 Gervais Drive, Suite 804, Don Mills, Ontario M3C 1Y8

Clause lb) RATES FOR FOREMEN AND SUB-FOREMEN

The rate shown below is above the Journeyman's rate.

FOREMEN 2.25

SUB-FOREMEN 1.75

overtime premium is payable on these rates

Article 14 -- RATES OF WAGES

Clause (a) Within the geographical territories of Local 700, 721, 736, 759, 765 and 786 as outlined in Article 3, the minimum basic Rate of Wages for Rodmen shall be as follows:

EFFECTIVE: MAY 1, 1993

Rodmen and Rodmen Welders	Local 700 London	Sarnia	Windsor	Local 721 Toronto	Local 736 Hamilton	Local 759 Thunder Bay	Local 765 Ottawa	Local 786 Sudbury
WAGES				23.96				
Pension				3.50				
Welfare				1.25				
Vacation & Holiday Pay				2.40				
Trade Improvement				.10				
TOTAL WAGE PKG.	\$30.32	\$30.84	\$30.32	\$31.21	\$30.96	\$30.72	\$30.30	\$30.13
Field Dues Check-off DEDUCTED FROM WAGES (Article 29)	.80	.81	.80	.50	2%			
District Council Fund DEDUCTED FROM WAGES (Article 32)	.05	.05	.05	.05	.05			

ALL EMPLOYERS PLEASE NOTE: (See Article 31 of the Agreement)

Association Fund contributions of eleven cents (11¢) per hour for each hour earned in each month under this Agreement must be remitted by the 15th of the following month to:

Ontario Iron Worker/Rodmen Benefit Plan Administration Inc.
15 Gervais Drive, Suite 804, Don Mills, Ontario M3C 1Y8

Clause (b) RATES FOR FOREMEN AND SUB-FOREMEN

The rate shown below is above the Journeyman's rate.

FOREMEN 2.25

SUB-FOREMEN 1.75

overtime premium is payable on these rates

Article 14 - RATES OF WAGES

Clause (a) Within the geographical territories of Local 700, 721, 736, 759, 765 and 786 as outlined in Article 3, the minimum basic Rate of Wages for Rodmen shall be as follows:

EFFECTIVE: MAY 1, 1994

Rodmen and Rodmen Welders	Local 700 London	Sarnia	Windsor	Local 721 Toronto	Local 736 Hamilton	Local 759 Thunder Bay	Local 765 Ottawa	Local 786 Sudbury
WAGES				24.51				
Pension				3.75				
Welfare				1.25				
Vacation & Holiday Pay				2.45				
Trade Improvement				10				
TOTAL WAGE PKGE.	\$31.17	\$31.69	\$31.17	\$32.06	\$31.81	\$31.57	\$31.15	\$30.98
Field Dues Check-off DEDUCTED FROM WAGES (Article 29)	.82	.83	.82	.60	2%			
District Council Fund DEDUCTED FROM WAGES (Article 32)	.05	.05	.05	.05	.05			

ALL EMPLOYERS PLEASE NOTE: (See Article 31 of the Agreement)

Association Fund contributions of eleven cents (~~11¢~~) per hour for each hour earned in each month under this Agreement must be remitted by the 15th of the following month to:

Ontario Iron ~~Worker/Rodmen~~ Benefit Plan Administration Inc.
15 Gervais Drive, Suite 804, Don Mills, Ontario M3C 1Y8

Clause (b) RATES FOR FOREMEN AND SUB-FOREMEN

The rate shown below is above the Journeyman's rate

FOREMEN 2.25

SUB-FOREMEN 1.75

overtime premium is payable on these rates

Article 14 - RATES OF WAGES

Clause (a) Within the geographical territories of Local 700, 721, 736, 759, 765 and 786 as outlined in Article 3, the minimum basic Rate of Wages for Rodmen shall be as follows:

EFFECTIVE: NOVEMBER 1, 1994

Rodmen and Rodmen Welders	Local 700 London	Sarnia	Windsor	Local 721 Toronto	Local 736 Hamilton	Local 759 Thunder Bay	Local 765 Ottawa	Local 786 Sudbury
WAGES				25.10				
Pension				4.00				
Welfare				1.25				
Vacation & Holiday Pay				2.51				
Trade Improvement				.10				
TOTAL WAGE PKGE.	\$32.07	\$32.59	\$32.07	\$32.96	\$32.71	\$32.47	\$32.05	\$31.88
Field Dues Check-off DEDUCTED FROM WAGES (Article 29)	.84	.85	.84	.60	2% <i>Base</i>			
District Council Fund DEDUCTED FROM WAGES (Article 32)	.05	.05	.05	.05	.05			

ALL EMPLOYERS PLEASE NOTE: (See Article 31 of the Agreement)

Association Fund contributions of eleven cents (11¢) per hour for each hour earned in each month under this Agreement must be remitted by the 15th of the following month to:

Clause (b) RATES FOR FOREMEN AND SUB-FOREMEN

The rate shown below is above the Journeyman's rate

FOREMEN 2.25

SUB-FOREMEN 1.75

overtime premium is payable on these rates

Ontario Iron Worker/Rodmen Benefit Plan Administration Inc.
15 Gervais Drive, Suite 804, Don Mills, Ontario M3C 1Y8

Article **15**
FOREMEN AND SUB FOREMEN

- (a) When 2, 3, 4, or 5 Employees are employed, one shall be a Sub Foreman, and shall receive Sub Foreman's wages.
- (b) When six to ten Employees are employed, one 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 Sub Foreman and one Foreman. Additional Sub Foremen will be employed at the discretion of the Foreman.
- (d) The Sub Foremen and the Foremen shall be the only representatives of the Employer who shall issue instructions to the workman, except in the giving of technical advice, and in emergencies.
- (e) No Employee shall be required by the Employer or the Union to terminate his 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) The Employer shall supply adequate drinking water at all times, from covered containers having a drain faucet, and individual drinking cups. Ice will be added during May, June, July, August and September.
- 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 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.

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, 1978 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.

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 his 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 he 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 cannot adjust them, he must promptly report the fact to the Business Representatives of the Union, so that STEP 2 of the Grievance Procedure can be followed through. He 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 workmen. It shall be the duty of the Steward to see that the Employer fulfills his obligation

The Employer agrees that when Employees are laid off, all things being equal, the Steward will be one of the last men 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.

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Article **22**
WELFARE AND PENSION
LOCALS **700, 759, 786**

- (a) Effective August 20, 1992, 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 'Bust 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.

WELFARE SCHEDULE

LOCAL UNION	Aug. 20, 1992 cents per hour
700 - LONDON	\$1.55
700 - SARNIA	\$1.55
700 - WINDSOR	\$1.55
759 - THUNDER BAY	—
786 - SUDBURY	\$1.55

WELFARE AND PENSION
LOCAL **72 1**

- (b) Effective August 20, 1992 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 Rodmen'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.

WELFARE SCHEDULE

LOCAL UNION	Aug. 20, 1992
	cents per hour
721 – TORONTO	\$1.25

WELFARE AND PENSION

LOCALS **736, 765**

- (c) Effective August 20, 1992, 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 Locals **736/765 Rodmen'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.

WELFARE SCHEDULE

LOCAL UNION	Aug. 20, 1992
	cents per hour
736 – HAMILTON	\$1.25
765 – OTTAWA	\$1.25

WELFARE AND PENSION

LOCALS **700, 736, 759, 765, 786**

- (d) Effective August 20, 1992, 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

LOCAL UNION	Aug. 20, 1992 cents per hour
700 – LONDON	\$3.80
700 – SARNIA	\$3.80
700 – WINDSOR	\$3.80
736 – HAMILTON	\$3.00
759 – THUNDER BAY	\$1.55
765 – OTTAWA	\$3.00
786 – SUDBURY	\$3.35

WELFARE – PENSION AND SAVINGS PLAN

- e) Contributions shall be submitted by the 15th day of the month following the month in which the hours were earned and at no time will the Welfare or Pension contributions be paid directly to the Employee. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Welfare and/or Pension Plans by a contributing Employer on the 30th day following the day designated for payment by the Collective Agreement, a further penalty of five percent (5%) per month or sixty percent (60%) per year of any monies owing including contributions and penalties shall become due and payable on the **expiry** of each succeeding thirty (30) day period until all monies due and owing, including both contributions and penalties, have been paid.
- f) An Employer, being a signatory 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 Rodmen's Benefit Fund, as established by a trust agreement dated April 21, 1987, and

all amendments thereto; the Locals 736/765 Rodmen'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 Ontario Pension Fund, Clause 27 (b), the Iron Workers Central Welfare Fund, Clause 28 (b), the Local 72 Rodmen's Benefit Fund, Article 6.01 (2) (c), the Locals 736/765 Rodmen's Benefit Plan, Article 6.01 (2) (c), "the Trustees may by twenty-four (24) hours notice in writing, require any Employer to produce his 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 him and the Trustees or this Memorandum. Upon his failure or refusal to do so, the Trustee may institute legal action for an accounting and the Contributing Employer shall be deemed to consent to an Order and/or Judgement going against him forthwith for such accounting and to the issuance of a Mandatory Injunction requiring him to make such accounting and such production of his 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, or the date of signing, shall continue as participants for the duration of this Agreement.

WELFARE AND PENSION
LOCAL 721 - TORONTO

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

Effective August 20, 1992, the Employer will contribute the amounts as specified in the following schedule, for each hour earned, and for each Employee covered by this Agreement.

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

PENSION SCHEDULE			
LOCAL	Aug. 20, 1992	MAY 1, 1994	NOV 1, 1994
	cents per hour		
721 - TORONTO	\$3.50	\$3.75	\$4.00

- (i) All contributions shall be submitted by the 15th of the following month in which the hours have been worked, and at no time shall the contributions be paid directly to the Employee. If payment is over thirty (30) days late the interest at three percent (3%) per month shall be paid from the due date, 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 and 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 the opportunity of dealing with the complaint.

This shall be done within seven days {7} of the date the incident occurred. The Employee may have his Steward or Business Representative present if he so desires when presenting his complaint.

STEP 2

If the grievance is not settled within seven days {7} 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 representatives. If within seven days {7} 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 days {14} after the completion of Step 2 of Article 23 (f).

2. The Board of Arbitration will be composed of one person appointed by the Employer, and one person appointed by the Union, and a third person to act as Chairman, chosen by the two members of the Board.
3. Within fourteen days {14} 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 Chairman, within seven days {7} of the notification mentioned in 23 (c) above, the Minister of Labour of the Province of Ontario will be asked to appoint a Chairman.
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 Chairman.

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 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 LOCKOUT

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

Article **26**
RODMEN TOOLS

- (a) A Rodman employed on all phases of rod work shall furnish, for his 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 duties, and requires medical attention by a Doctor, and is certified by the Doctor that he is unable to continue work, shall be paid to the end of his regular scheduled work shift on the day of the injury. When requested by the Union and authorised by the Employee accident information as called for under the Act shall be forwarded to the Employees Local Union office.
- (b) An Employee absent by reason of illness or accident, who returns to work, shall be reinstated to his former position upon his return to work if the job is not complete, and the trade is still open, provided work is available and suits his physical capabilities, and twenty-four {24} hours prior notice of his intention to return to work is given. No person may exercise the option herein granted unless he shall have reported his illness or accident to the Employer the first day he absented himself 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.

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Article **29**
CHECK-OFF – FIELD **DUES** ASSESSMENT

- (a) Effective May 1, 1988, the Employer will deduct the amounts as shown under "Field Dues Check-Off" for each **Local Union** on the RATES OF WAGES breakdown schedules, pages 34 to 40, for each hour earned by each Employee covered by this Agreement, and forward same to the Financial Secretary of the Employees Local Union, not later than the 15th day of the month following the month for which the deductions are made. Where an Employee works in more than one Local Union Territory for a week or less, the Employer will forward 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) Effective Aug. 20, 1992, each Employer bound by this Agreement shall contribute eleven cents (.11) per hour, for each of the total hours earned under the provisions of this Agreement, to the Association Fund. The hourly contributions made under this article may be increased or decreased at the discretion of the Employer Bargaining Agency. (GST is payable on Association Fund contributions.)
- (b) Contributions to the Association Fund shall be submitted by the 15th day of the month following the month in which the hours were earned, and will be remitted as a separate and specified amount, along with the Welfare Funds contributions payable under the Agreement. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Association Fund by a contributing Employer on the 30th day following the day designated for payment, as noted above. A further penalty of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period, until all monies due and owing (including both contributions and charges) have been paid. All Association Fund contributions and penalty monies received by the Administrators of the Welfare 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 his 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 judgement going against the Employer forthwith for such accounting and to the issuance of a Mandatory Injunction and/or a Direction requiring 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

(a) FOR ALL LOCALS

Effective August 20, 1992, 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, pages 17 and 17 (a), 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.

Article **33**
TRADE IMPROVEMENT PLAN

- (a) Effective August 20, 1992, each Employer bound by this Agreement will contribute the amount as shown under "Trade

Improvement” for each Local Union 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) Employer contributions shall be submitted by the 15th day of the month following the month in which the hours were earned, and at no time will the Iron Workers Trade Improvement Plan Trust contributions be paid directly to the Employee. A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Trust by the Employer on the 30th day following the day designated for payment by the Collective Agreement 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) 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 and agreed that the Agreement and Declaration of Trust and all amendments thereto are not subject to negotiation, or to grievance procedure, except as may be provided in the Agreement and Declaration of Trust itself.

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

JOINT CONFERENCE COMMITTEE

- (a) In consideration of the mutual benefits likely to be obtained by

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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, a Joint Conference Committee has been established.

6/1

(b) This Committee shall consist of six (6) members from each side. This Committee shall meet at least three (3) times 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.

6/4

(c) In consideration of the mutual benefits likely to be obtained, a joint Health and Safety Committee shall be established.

Article 35
DURATION OF AGREEMENT

This Agreement shall become effective on August 20, 1992, except for those items which become effective ~~on the dates noted in this Agreement~~ or on the dates as set out in the Memorandum of Settlement and shall remain in effect until the 30th day of April, 1995, 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 30th day of April, 1995, 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 36
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
Subforeman
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 **37**
WAGE PROTECTION

The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union of the failure by any Employer to pay employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of Compensation under the said Program in compliance with the Regulation to the *Employment Standards Amendment Act*, in relation to the Employee Wage Protection Program.

This Agreement entered into this **20th** day of August, **1992** at Toronto, Ontario.

RODMEN EMPLOYER BARGAINING AGENCY

CHAIRMAN

SECRETARY

INDUSTRIAL CONTRACTORS ASSOCIATION

LABOUR RELATIONS BUREAU - ONTARIO GENERAL
CONTRACTORS ASSOCIATION OF ONTARIO

REINFORCING STEEL INSTITUTE OF ONTARIO

RODMEN EMPLOYEE BARGAINING AGENCY

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS

IRON WORKERS DISTRICT COUNCIL OF ONTARIO

LOCAL 700

LOCAL 72 1

LOCAL 736

LOCAL 759

LOCAL 765

LOCAL 786

A P P E N D I X A

ARTICLE 10 - LOCAL 736 HAMILTON, ONTARIO
clause (a)

LETTER OF UNDERSTANDING

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

When local referrals are exhausted, and an employee living in free zone in centre #2 is required to work in free zone in centre #3, he shall be paid \$6.50 per day worked, or when an employee living in free zone in centre #3 is required to work in free zone in centre #2, he shall be paid \$6.50 per day worked.

The employee shall declare his residence in these two centres by January 1, of each year.

This Letter of Understanding is effective MAY 1, 1988.

LETTER OF UNDERSTANDING

CORONER'S INQUEST ALLOWANCE

This Letter of Intent shall become part of the **Rodmen** Collective Agreement and shall become effective June 14, 1990.

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.

LETTER OF UNDERSTANDING
LOCAL 736 – STABILIZATION FUND

August 20, 1992

Letter of Understanding

Mr. Donald Melvin
Chair, Rodmen Employee Bargaining Agency
Ironworkers District Council of Ontario
c/o Local Union 765
100-30 Concourse Gate
Nepean, Ontario K2E 7V7

Dear Don:

RE: STABILIZATION FUND – LOCAL 736

It is understood and agreed that the Rodmen Employer Bargaining Agency will engage in meaningful discussions with representatives of Local Union 736 for the purpose of determining the feasibility of establishing a Stabilisation Fund to serve the members of Local Union 736, Hamilton.

It is understood that such a fund, if established, would apply only to members of Local Union 736.

Dated this 20th day of August, 1992 in the City of Toronto, Canada.

Donald Melvin
For the Employee
Bargaining Agency

Dennis Ryan
For the Employer
Bargaining Agency

LETTER OF UNDERSTANDING
LOCAL 765 – VACATION PAY FUND

August 20, 1992

Letter of Understanding

Mr. Donald Melvin
Chair, Rodmen Employee Bargaining Agency
Ironworkers District Council of Ontario
c/o Local Union 765
100 – 30 Concourse Gate
Nepean, Ontario K2E 7V7

Dear Don:

RE: VACATION FUND – LOCAL 765

It is understood and agreed that the Rodmen Employer Bargaining Agency will engage in meaningful discussions with representatives of Local Union 765 for the purpose of determining the feasibility of establishing a Vacation Pay Fund to serve the members of Local Union 765, Ottawa.

It is understood that such a fund, if established, would apply only to members of Local Union 765.

Dated this 20th day of August, 1992 in the City of Toronto, Canada.

Donald Melvin
For the Employee
Bargaining Agency

Dennis Ryan
For the Employer
Bargaining Agency

LETTER OF UNDERSTANDING
ROD INDUSTRY ENHANCEMENT PLAN

August 20, 1992

Letter of Understanding

Mr. Donald Melvin
Chair, Rodmen Employee Bargaining Agency
Ironworkers District Council of Ontario
c/o Local Union 765
100-30 Concourse Gate
Nepean, Ontario K2E 7V7

Dear Don:

RE: ROD INDUSTRY ENHANCEMENT PLAN

It is understood and agreed that the Rodmen Employer Bargaining Agency will engage in meaningful discussions with representatives of the Iron Workers District Council of Ontario for the purpose of determining the feasibility of establishing a Rod Industry Enhancement Plan.

It is understood that a committee consisting of one representative from each local union of the District Council and an equal number of representatives from the Rodmen Employer Bargaining Agency will be struck by no later than September 30, 1992 and shall hold its first meeting within one calendar month of being struck. Such committee will, within one year of its inaugural meeting, develop terms of reference for the Enhancement Plan.

It is agreed that the time limits set out in this Letter of Understanding may be extended by mutual consent of the respective bargaining agencies.

Dated this 20th day of August, 1992 in the City of Toronto, Canada.

Donald Melvin
For the Employee
Bargaining Agency

Dennis Ryan
For the Employer
Bargaining Agency

APPENDIX B

TERRITORIAL JURISDICTION

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

LOCAL UNION NO. 700

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

LOCAL UNION NO. 72 1

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 NO. 736

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

LOCAL UNION NO. 759

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

LOCAL UNION NO. 765

All of the Counties of **Addington**, **Carlton**, **Dundas**, **Frontenac**, **Glengarry**, **Grenville**, **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 NO. 786

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

APPENDIX C
CAMP ACCOMMODATION – LOCAL 759

- (al) 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.

- (a) Accommodations:

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

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 beds per room with box-spring mattresses at least six 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 men 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. lino or tile.

(a) Toilet and Washroom Facilities:

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

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

There shall be sufficient urinals; one shower for every ten (10) men; one wash basin for every five (5) men; 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) men, 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 are 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) men 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 indicates his choice only once, and at the time of his initial assignment to the project. Where an Employee has chosen not to live in camp, he shall not qualify for daily travel time or transportation allowance.