

# COLLECTIVE AGREEMENT

Between

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF NEWFOUNDLAND & LABRADOR INC.  
SIGNATORY HERETO AND HEREINAFTER  
REFERRED TO AS "EMPLOYER/CLRA"

And

THE INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS  
LOCAL UNION NO. 764  
SIGNATORY HERETO AND HEREINAFTER  
REFERRED TO AS "THE UNION"

MAY 1, 2011 - APRIL 30, 2016

Effective Date: July 11, 2011

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## Section 1 - Jurisdiction

This section is considered a part of this collective agreement by both parties as legal and binding.

The Jurisdiction of the Second Party covers for its members the following work: the fabrication, erection and construction of all iron and steel, lead, bronze, brass, copper, aluminum, reinforced concrete structures or parts thereof, bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, aqua ducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, precipitators, stoves, kilns, driers, coolers, crushers, agitators, pulverisers, mixers, roasters, concentrators, ovens, cupolas, smoke rooms, fans and hot rooms, ventilators, including air ducts in connection therewith. Stacks, stage equipment, counterweight systems, rigging for asbestos curtains, bunkers, conveyors, speed walks, and similar equipment, dumpers, elevators, vats, enamel tanks and vats, towers, tanks, pans, hoppers, bins, plates, anchors and anchor bolts, caps, corbels, lintels, inserts, Howe and combination trusses, grillage and foundation work, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction, steel floor decking and domes, cast tiling, frames, air ducts, dust and trench frames and trench frame angles and angles for machinery bases, shelf angles for support of brick, stone or any other material, all iron in expansion joints and plates including baffle, blast, deflector smoke, bearing and shoe plates, plates in vaults, structural supports for conveyors for coal, ashes or any other material whether bulk or package, exterior wheel or corner guards, grill work, skylights, roofs, canopies, marquees awnings, elevator and dumb waiter enclosures, elevator cars, trucks, facias, aprons, frames, fronts, racks, boot stacks, tables, chutes, escalators, ventilators, boxes, signs, jail and cell work, vaults, vault doors, corrugated sheets when attached to steel frames, frames in support of boilers, material altered in field, such as framing, cutting, bending, drilling, burning and welding, including by acetylene gas and electric machines' metal forms and false work pertaining to concrete construction, travelling sheaves, vertical hydraulic elevators, bulk heads, skip-hoist, the making and installation of all articles made of wire and fibrous rope, false work, travellers, scaffolding, pile drivers, sheet piling including welding, derricks, cranes; the erection, installation, handling and operating of same on all forms of construction work; all railroad bridge work including their maintenance. The loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all house smith work and submarine diving in connection with or about the same. The erection of steel towers, chutes and spouts for concrete where attached to towers, the handling and fastening of the cables and guys for same. The racking, sorting, metal used in reinforced concrete construction, including mesh for floor cutting, bending, hoisting, placing, and tying of all iron, steel and arches, the making of hoops and stirrups, metal forms and metal supports thereto, including steel foundations, beams, rails in building, hospitals and hotels; all stacks erected in small power plants in connection with office buildings, hospitals and hotels.

All extensions and repairs to such stacks on buildings herein mentioned. Coal bunkers, bins or hoppers bolted, welded or riveted whether used for coal, grain, ore, stone or any material. Hang ceilings, angles, tees, channels, beams, etc. Structural iron and steel work for support of boilers hoppers, elevators; also jacking up of all elevated roads and bridges. Wrecking of bridges, viaducts, elevated roads and structural steel and iron work in all buildings including pre-engineered buildings. The erection and removal of all falsework from bridges, viaducts and elevated roads, all cast iron and steel mullions except those in store fronts. All frames for openings except where iron or calamine doors are hung; all porches, verandas and balconies; all canopies; all framework for

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ventilators, all skylights and penthouses, except sheet ornamental cast work or operating devices. All structural work to support escalators and speed walk conveyors. All work on cells in jails and police stations, excepting the setting and fitting of doors; all elevator tramways, duo rails, tram rails, caps, lintels and anchor bolts. Structural pockets, all overhead travellers, I-Beams or channels, monorails and steel and iron work for sidewalks including curb angles, plates, reinforcing steel and wire mesh. The framing and erection or dismantling of travellers and derricks; the erection of structural steel work for signs, elevators, chutes, skip hoists, blast furnaces, precipitators, angles for machinery bases, shelf angles for support of brick, stone or any other material and all iron in expansion joints. Erection of structural steel work for bulkheads or sluice gate work in connection with pumping stations on dams and locks. All necessary changes pertaining to this classification of work, such as drilling, chipping, bending, etc.; cutting and welding with gas and electricity. Erection, setting, repairing, lining and anchoring of machinery and mechanical devices in bridges, blast furnace top mechanism, car bumpers and locks, cranes, derricks, pug mill machinery, ore bridges, ore unloaders and conveyors (excepting machinery classified as electrical); erection, setting repairing, lining and anchoring of guard or collision rails on bridges and approaches, the erection and dismantling of structural steel and tubular towers, structures such as bleachers, stands and scaffolding, including structural steel and columns for temporary barricades around buildings under construction; all the unloading of material when done by derrick, tackle, or outrigger; the laying, tying, setting, fabricating and bending (when done on the job) of all steel or iron rods; wire mesh work or other metal used in reinforcing concrete and floor construction, including paper back wire mesh and corrugated sheeting used in floor construction. Reinforced material when a derrick or outrigger is used, the setting of all precolumns shall be made in full on the job. The hoisting of all such moulded, reinforced concrete slabs. The handling and setting, of all types of steel and metal joists, including metal box joists for Trusslab and performing Keystone shaped joists. The erection of steel houses and buildings. A journeyman shall be employed for the maintenance or reinforcing steel while concrete is being poured on reinforcing steel, including wire mesh. The installation of all ferrous, non-ferrous and/or protected metal corrugated sheeting 5" or less, between centers of corrugation, all translucent and plastic material on steel frame construction shall be the work of the Ironworker. The erection of structural steel frames and supports, in connection with skylights, ventilators, ovens, spray booths, annealing booths, dust collection systems, blow pipe systems, fume exhaust system, cyclones, washers, driers, conveyors, chutes, hoppers and enclosures shall be the work of the Ironworker.

**Article 1 - Purpose**

1.01 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, to ensure uniform interpretation and application in the administration of this Collective Agreement with speedy and equitable adjustment, and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto to the end that the Employer is assured of complete continuity of operation and that industrial peace is maintained without slowdown or interruption of any kind.

**Article 2 - Recognition**

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the classifications listed herein engaged in commercial and industrial construction in the Province of Newfoundland and Labrador.

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2.02 The Union hereby recognizes the Construction Labour Relations Association of Newfoundland and Labrador Inc. as the sole and exclusive bargaining agent for all unionized employers engaged in commercial and industrial construction in the Province of Newfoundland and Labrador.

**Article 3 - Union Security and Check-Off**

3.01(a) It shall be a condition of continued employment for all employees covered by this Agreement to be a member or to become a member, and to maintain membership in good standing in the Union.

3.01(b) A person working through permit shall be considered to have the status of "in good standing in the Union".

3.02 The Company shall give preference of employment to, and employ members in good standing in the Union, provided they are capable of satisfactorily performing the work required. However, should the Union be unable to furnish the workers required within forty-eight (48) hours, the Company may hire employees from other sources, who, as a condition of employment, will become members of the Union within seven (7) days.

3.03 A check-off system for initiation and assessments, using the Rand Formula, shall be made operative for the life of this Agreement. The Employer will transmit the monies collected to the officials designated by the Union, together with a list of all employees from the union on whose behalf such deductions have been made, no later than the fifteenth (15th) of the following month. Any monies held by an Employer pursuant to this Article, whether before or after the date they are to be transmitted to the Union, shall be deemed to be held in trust.

3.04 When selecting new employees for a job, the Employer shall name hire directly his supervisors and one-half (1/2) of his additional requirements. Balance of manpower requirements shall be hired by the Union submitting to the Employer individual names which the Employer shall have the right to refuse before hiring. When any name is refused, the Union shall supply another name to the Employer.

3.05 Distribution of hiring for the work force shall be performed in such a manner as to maintain as near as is possible the ratio established in the preceding paragraph throughout all classifications of employees. Transfer and lay-off will likewise be implemented so as to maintain such ratio.

3.06 The Employer shall deduct from the employee a sum equal to four percent (4%) of his gross earnings on industrial work and two percent (2%) on commercial work, to be forwarded to the Secretary Treasurer of:

Ironworkers, Local Union No. 764  
38 Sagona Avenue  
Donovan's Industrial Park  
Mount Pearl, Newfoundland A1N 4R3

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along with the employee's name and social insurance number, not later than the fifteenth (15th) of each month.

#### Article 4 - Work Hours Per Day and Overtime

- 4.01(a) The normal hours of work shall consist of forty (40) hours per week divided into five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days.
- 4.01(b) When working five (5) consecutive eight (8) hour work days, the days shall be Monday to Friday inclusive. When working four (4) consecutive ten (10) hour work days, the days shall be Monday to Thursday inclusive.
- 4.02(a) The five (5) consecutive eight (8) hour or four (4) consecutive ten (10) hour work days shall start at 7:00 a.m. and finish at 5:30 p.m. There shall be a one-half (1/2) hour lunch break and two (2) ten (10) minute coffee breaks, each coffee break midway between the half (1/2) shift.
- 4.02(b) The lunch period shall start four (4) hours but not more than five (5) hours after the start of the regular shift. When men are requested to work through their regular established lunch period, double the rate of wages shall be paid for that period of time.
- 4.03(a) Work performed before or after regular shift hours shall be paid for at double the regular rate of pay.
- 4.03(b) When working the 5 x 8 shift: All work performed on Saturday and Sunday shall be paid for at double the regular rate of pay.
- 4.03(c) When working the 4 x 10 shift: All work performed on Friday, Saturday and Sunday shall be paid for at double the regular rate of pay.
- 4.03(d) When working the 4 x 10 shift: Friday shall be designated a voluntary make up day if there is lost time working the compressed work week. The rate of pay shall be one and one-half (1 1/2) the base rate for an eight (8) hour period for Friday only. Any work after eight (8) hours shall be paid at double (2x) the base rate. If the four (4) ten (10) shifts are worked and the employee is requested to work on Friday, then all time for Friday shall be paid at double (2x) the base rate.
- 4.04(a) Any work performed on recognized holidays shall be paid for at double the regular rate of wages.
- 4.04(b) No work shall be performed on Labour Day except to save life and property.
- 4.04(c) Employees shall be allowed sufficient time prior to the end of a shift to pick up their tools.
- 4.05 When an employee is required to return to work within an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates until such time as the employee receives an eight (8) hour break.

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## Article 5 - Payday

- 5.01(a) The regular payday shall be on Thursday of each week. Wages shall be paid in cash, direct deposit or payroll cheque before quitting time.
- 5.01(b) Should the employee cease to work on the scheduled payday before the normal quitting time, due to inclement weather, he shall be paid at such quitting time.
- 5.02(a) Employers may withhold where necessary a reasonable amount of wages due to enable them to prepare the payroll. Such reasonable amount shall in no event exceed one (1) week's wages.
- 5.02(b) Board Allowance shall not be withheld by the Employer. The Board Allowance for the work week shall be paid at the end of that same week on the scheduled payday.
- 5.03(a) Employees who are laid off shall receive their Wages and Record of Employment Slips on the same day.
- 5.03(b) Wages and Record of Employment Slips shall be delivered by hand or mailed by Registered Mail within three (3) Head Office normal working days from the date of layoff.
- 5.03(c) Should the Employer fail to comply with these provisions, the employee shall receive eight (8) hours pay at straight time rates for each working day the Employer is in violation of the above.
- 5.04 When employees are laid off and have been paid in full and circumstances prevail beyond the control of the Employer that would require additional work from such employee up to eight (8) hours, the Employer shall have until noon of the next regular work day to make the cheque for that portion of work available to the employee without penalty to the Employer.
- 5.05 When employees quit of their own accord or are discharged for a just cause, they shall wait until the regular payday for the wages due them.
- 5.06 When employees are laid off at odd hours, when the payroll office is not open, the Employer may pay off the employee at the time of layoff or the Employer must have the employee's cheque ready by noon of the next regular work day, and if the cheque is not ready at this time, he shall then receive his regular established rate of pay until such time as the cheque is made available to him, however, not to exceed a period of eight (8) hours.
- 5.07 Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings and the amount and description of each deduction. Such statement is to be written in English.
- 5.08(a) Any undue delay or loss of time caused the employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular established rate of wages.
- 5.08(b) When such delays are caused by an Act of God, or permission has been granted by the Business Agent of Local Union 764, there shall be no penalty to the Employer.

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- 5.09 In the event of a work stoppage which will exceed three (3) working days, the Employer must give the employees a layoff with a separation certificate.
- 5.10 The Employer shall provide all necessary forms to be filled out by the employee before he is hired, such as TD-1 and tax exempt forms for board allowance.
- 5.11 If a higher rate of pay is given to employees, the highest rate of pay shall prevail for all jobs and all employees.

**Article 6 - Shift Work and Odd Shift Work**

- 6.01 For the purpose of clarification, the work week shall be deemed to commence at starting time of the regular day shift on Monday morning.
- 6.02 For the purpose of defining the shifts, exclusive of overtime hours, the first shift shall be the day shift which commences at 8:00 a.m. and terminates at 4:00 p.m. The second shift shall be the afternoon shift which commences at 4:00 p.m. and terminates at 12:00 midnight. The third shift shall be the night shift which commences at 12:00 midnight and terminates at 8:00 a.m. Employees working on shifts shall receive eight (8) hours pay at regular rates for seven and one-half (7 1/2) hours worked.
- 6.03 Shift premium shall apply on seven (7) and one-half (1/2) hours worked on the second and third and odd shifts at the following rates:

Second Shift	\$3.00
Third Shift	\$3.50
Odd Shift	\$3.50

- 6.04(a) Odd shifts shall be shifts commencing at hours outside regular shift times as defined in Article 6.02, and shall commence a minimum of two (2) hours after the preceding shift.
- 6.04(b) When there is a period of two (2) hours or more between the end of the day shift and the start of the next shift, the day shift shall work eight (8) hours instead of seven (7) and one-half (1/2) hours at regular rates of pay.
- 6.04(c) Work performed on any shift in excess of seven and one-half (7 1/2) hours will be paid at double the regular rate of pay and the applicable shift premium. In Article 6.04(b), work performed in excess of eight (8) hours shall be paid at double the regular rate of pay.
- 6.05 When an employee works more than two (2) hours overtime without one day's prior notice, then the Employer will provide lunch after the conclusion of two (2) hours overtime and at each two (2) hour interval thereafter. The Employee shall be given a thirty (30) minute lunch period and shall be paid at the applicable overtime rate.
- 6.06 When working two (2) shifts, consisting of twelve (12) hours each, the day shift shall commence at 8:00 a.m. and finish at 8:00 p.m. The second shift shall commence at 8:00 p.m. and finish at 8:00 a.m. There shall be three (3) coffee breaks for a duration of ten (10) minutes each on each shift, at 10:00 a.m., 2:00 p.m., 6:00 p.m., 10:00 p.m., 2:00 a.m., and 6:00 a.m. There shall be two (2) one-half (1/2) hour lunch breaks on each shift, at 12:00

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noon to 12:30 p.m., 4:00 p.m. to 4:30 p.m., 12:00 midnight to 12:30 a.m. and 4:00 a.m. to 4:30 a.m. The two (2) shifts shall receive sixteen (16) hours pay for the twelve (12) hour shift, and the second shift shall also receive the applicable shift premium for the first eight (8) hours worked.

6.07(a) No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall receive the overtime rate for each shift until a break of eight (8) consecutive hours occurs.

6.07(b) When an employee loses a regular day through implementation of termination of shift work, then the overtime rate of pay shall apply to the next shift only.

#### Article 7 - Working Conditions

7.01 No unauthorized person shall have the right to interfere with workmen during working hours.

7.02 No piece work, bonus or contract work shall be performed by employees covered by this Agreement, and all work shall be paid on an hourly basis.

#### Article 8 - Holidays

8.01 The holidays recognized under this Agreement shall be as follows:

New Years Day	Armistice Day
Good Friday	Labour Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	New Years Eve

8.02 In the event a Special Holiday is proclaimed by the Federal Government or the Provincial Government, other than those set forth in this Article, it is agreed that such day will automatically become part of this Agreement.

8.03 It is further agreed that if the above mentioned holidays do fall on Saturday or Sunday and such holidays are moved by either Government to a regular workday, that day shall be the holiday.

8.04 The employee shall receive three and one-half percent (3 ½%) of gross earnings as pay in lieu of paid holidays. Such holiday pay shall be paid weekly.

#### Article 9 - Bereavement Leave

9.01 In case of death in the employee's immediate family (parents, spouse, children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law,

mother-in-law and father-in-law), three (3) days bereavement leave with pay will be given for time lost from the employee's regularly scheduled hours.

#### Article 10 - Travel and Subsistence Allowance

- 10.01(a) The Employer and the Union have agreed that an employee who is employed on any job beyond forty (40) kilometre radius from City Hall, St. John's, Newfoundland, and who reports for work, shall receive a transportation allowance of sixty cents (\$0.60) per kilometre May 1, 2011; sixty-two cents (\$0.62) May 1, 2012; sixty-four cents (\$0.64) May 1, 2013; sixty-six (\$0.66) May 1, 2014; sixty-eight cents (\$0.68) May 1, 2015 (except in Article 10:01(B) where the Employee shall furnish his own transportation) from City Hall, St. John's, to the job site. The employee shall furnish his own transportation to and from any and all jobs and shall report for work at the regularly scheduled starting time and work until the regularly scheduled quitting time.
- 10.01(b) On Targeted Jobs, when the Employer provides adequate transportation, Article 10.01 (A) shall not apply.
- 10.02(a) When hiring or transferring employees beyond the one hundred (100) kilometre radius from City Hall, St. John's, the Employer shall pay return travel time and transportation allowance from City Hall, St. John's, to the job site, provided the employee remains on the job twenty-eight (28) days or is laid off, or the job is completed.
- 10.02(b) If an employee is requested to travel by air, he shall receive the cost of transportation to and from each airport, the employer's air fare and the employer's regular rate of pay for actual time involved in travelling to the job site, both going to and coming from the job, provided the employee remains on the job twenty-eight (28) days or is laid off, or the job is completed. Employees are expected to share the expense of ground transportation when possible.
- 10.02(c) If an employee is requested to travel by water, he shall receive the employer's cost of transportation to and from each dock or wharf, the employer's boat fare and regular rate of pay for actual time involved in travelling by boat, to and from the job site provided the employee remains on the job twenty-eight (28) days or is laid off, or the job is completed. Employees are expected to share the expense of ground transportation when possible.
- 10.02(d) Transportation allowance shall be sixty cents \$0.60 per kilometre after date of ratification with an increase of \$0.02 two cents per kilometre per year effective the 1<sup>st</sup> of May of each subsequent year as per Article 10.01, from City Hall, St. John's, to the job site via travelled road.
- 10.02(e) Travel time by road shall be paid at the rate of one (1) hour for every seventy (70) kilometres at the regular rate of pay.
- 10.02(f) On jobs beyond the 100 kilometre radius, if transportation is required from the boarding house, camp site, etc. to the job site, it shall be provided by the Employer.

- 10.02(g) If the distance from the boarding house, camp site, etc. is twenty-five (25) kilometres or more, the employee shall be paid one (1) hour for each seventy (70) kilometres travelled or fraction thereof.
- 10.03(a) When hiring or transferring employees beyond the 100 kilometre radius from City Hall, St. John's, the Employer shall pay board allowance of sixty-eight dollars \$68.00 after date of ratification plus five dollars (\$5.00) per year effective the 1<sup>st</sup> of May of each subsequent year. This Board Allowance shall be paid seven (7) days per week upon completion of the scheduled work week or unless altered by the employer.
- 10.03(b) If board and lodging is greater than the maximum received by the employee, the Employer shall pay the full cost based on a seven (7) day week.
- 10.04 On jobs that require a camp site, the Employer shall provide the full cost of accommodation provided. If the employee elects not to reside at the camp site, he shall receive the applicable board or travel allowance as per Article 10.01 and 10.03.
- 10.05 "Radius" shall mean the shortest distance to the job site via travelled road.
- 10.06 Employees covered by this Agreement, transferred from job to job during work hours, shall not suffer any loss of pay.
- 10.07 The Employer will endeavour to arrange accommodations in advance of an employee's arrival on a job.
- 10.08 Employees who are residents west of Clarenville shall have travelling time and board allowance determined by the scales of Articles 10:01 and 10:03 from the Town Hall of that community in which he resides to the job site. This, however, shall not apply to employees shipped from the Avalon Peninsula area.
- 10.09(a) When hiring Employees from the Island for work in Labrador, the Employer shall pay the cost of return Transportation; paid Travel Time shall be included as part of the normal eight (8) hour work day, provided that the Employee remains on the job twenty-eight (28) days or is laid off or the job is completed. In addition to this, return Air Fare shall be paid every twenty-eight (28) calendar days at the Employers cost as well as eight (8) hour's pay each way and all costs incurred to and from the airport plus seven (7) days at home.
- 10.09(b) When travelling by road and/or water to Labrador Jobsites, the Employee shall receive sixty cents \$0.60 per kilometre after date of ratification with an increase of \$0.02 two cents per kilometre per year effective the 1<sup>st</sup> of May of each subsequent year for travel from the Town Hall of the Community in which he/she resides to the Jobsite. The cost of the Ferry, if applicable, shall be paid for, both the vehicle and the driver. In no case shall the total cost of ground transportation for an individual exceed the normal employer cost of Airfare.
- 10.09(c) Employees working on a remote site shall be entitled to turn around leave of one (1) week following four (4) weeks of employment. "Remote site" means a work site that is not connected to the main centres by a road system or public sea or air transportation systems. Employees on turn around leave will be provided with transportation or the cost of travel deemed most appropriate by the Employer from the work site to his home. Employees will

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receive eight (8) hours pay each way on their turnaround on projects not accessible by road.

Article 10.10

In Labrador, the Employer will provide transportation from the camp or boarding house to the job and vice versa.

**Article 11 – Shipping Employees Out of Local Jurisdiction**

- 11.01 Employees shipped to jobs or work out of the jurisdiction of the Local Union shall receive an allowance to cover transportation, travelling time and expenses, providing they remain on the job twenty-eight (28) days or until the job is completed if it requires less than twenty-eight (28) days.
- 11.02 Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with an allowance to cover time and transportation paid by the Employer.

**Article 12 – Piecework**

- 12.01 It is further agreed that the employees will not contract, sub-contract, work piecework, or work for less than the scale of wages established in this Agreement. The Employers agree not to offer and/or to pay, and the employees will not accept, a bonus based on specific performance on any individual job.

**Article 13 - Work Limitation**

- 13.01 There shall be no limitation on the amount of work to be performed by any worker during working hours.

**Article 14 - Welding**

- 14.01 The handling and operation of all acetylene, gas, electric or other types of machinery used for cutting or welding in connection with work covered by this Agreement, shall be the work of Ironworkers.
- 14.02 The Employer shall be required to furnish all safety devices in regard to burning and welding, such as hard hats (appropriate for welding), welding shields, burning goggles, strikers and welding gloves. Where conditions warrant, welding sleeves shall be supplied. The Employer shall provide sufficient men to erect safe and sufficient scaffolds. When conditions warrant, and at the Employer's discretion, suitable protective clothing shall be supplied to welders. When welding is vertical or overhead, welding jackets shall be supplied. Welding jackets shall remain the property of the Contractor.
- 14.03 No welder shall be required to work alone where a hazardous condition exists.

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- 14.04 On work for which C.W.B. welding is required, certified welders shall be supplied by Local 764. If the Union is unable to supply these welders, Article 3.02 will apply.
- 14.05 On work for which CWB Welding is required, the contractor shall compensate the Union five hundred dollars \$500.00 for each welding ticket the welder is required to have to perform the work. In addition, the welder will be reimbursed four (4) hours pay for each ticket to compensate the welder for his time involved in completing each test. The contractor is responsible for the cost of the Canadian Welding Bureau re-certifications if such certification expires more than one year after the welder is hired by the company. Such re-certifications shall be without loss of pay to a maximum of one (1) regularly scheduled work day at straight time.

#### Article 15 - Reporting Time

- 15.01 When an employee employed on a job or project reports as usual for work, but is unable to start work because of circumstances beyond his control, or due to inclement weather conditions, he shall be paid two (2) hours reporting time at his established rate of pay, and his established travelling time, except Saturday or Sunday or recognized holidays, which shall be paid at double the regular rate of pay, provided said employee remains on the job for the two (2) hour period. If, however, the employee is requested by his foreman to remain on the job for more than two (2) hours duration, he then shall be paid, in addition to his two (2) hours reporting time, the actual hours he was requested to remain, if employees have exercised the two (2) hour show up because of inclement weather the first coffee break is part of that two (2) hour show up time.

#### Article 16 - Management Rights

- 16.01 The Union recognizes and acknowledges that it is the exclusive function and responsibility of the Employer, subject to the terms of this Agreement:
1. to operate and manage its operations in accordance with its commitments and responsibilities,
  2. to hire, direct, transfer, layoff, or discharge employees for just cause,
  3. to establish and maintain schedules of operation.
- 16.02 The Employer recognizes that the employee, through the Union, has recourse to the grievance procedure if he feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

#### Article 17 - Foreman and General Foreman

- 17.01 When two (2) or more employees are employed, one (1) shall be selected by the Employer to act as Foreman and receive wages as set forth in Article 34.

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- 17.02 When there are three foremen supervising crews of men, a fourth man shall act as General Foreman and receive wages as set forth in Article 34.
- 17.03 There shall be no working Foreman or General Foreman.

**Article 18 - Ironworkers Required on Cranes and Derricks**

- 18.01 No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection, and on all mobile or power operated rigs of any description, no less than four (4) men and a foreman shall be employed.
- 18.02 If through no fault of the company, there is not a sufficient number of men to effectively work a power operated or mobile rig, then work will continue until such time as the Union can supply the number set forth in Article 18.01.

**Article 19 - Gender Specific**

- 19.01 Any wording in this Collective Agreement in reference to gender shall apply to both male and female.

**Article 20 - Health, Safety, Tools and Equipment**

- 20.01 Employer and employees shall comply with all applicable provisions of Provincial health, sanitation and safety laws and regulations in addition to those rules established by the Employer.
- 20.02 Every employee shall, as a condition of employment, wear a safety helmet of a type approved by C.S.A., and rated as Class "B". The Employer will, if requested, issue a safety helmet to an employee.
- 20.03(a) Every employee shall, as a condition of employment, own and wear canvas protective footwear and other personal equipment required in the normal course of his duties. On abnormally dirty or corrosive work, suitable coveralls, rubber gloves and rubber boots shall be provided when necessary; (not to include normal re-bar work), but including post tensioning and pre-stressing work.
- 20.03(b) Safety Harness and Double Lanyard with Shock Absorbers shall be signed for by the Employee, if not returned by the Employee, then the Employees shall pay the cost for the same.
- 20.04 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided. Employees are required to report any unsafe conditions or unsafe equipment which they observe to their supervisor.
- 20.05 A dry, lockable place shall be provided by the Employer for the storage of an employee's tools.

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- 20.06 The Employer and the Union agree to co-operate in developing a "safe attitude" among the employees and to work toward achieving compliance with the provisions of provincial regulations. Employees who do not use the personal protective equipment furnished by the Employer, or who disregard the properly promulgated safety, housekeeping or equipment regulations, will be subject to discharge by the Employer and disciplinary action by the Union.
- 20.07 On multi-storied erection projects, and on floors where men are required to work, not more than two (2) floors or a distance of thirty (30) feet shall remain uncovered without suitable planking, decking or netting that is properly secured. The perimeter of the working floors shall have protection consisting of wire rope.
- 20.08 STIFFENING AND SUPPORTING WORKING LOAD POINTS: Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted and tightened and substantial supports provided to safely sustain such added weight.
- 20.09 RIDING THE LOAD FALL: No employee shall be permitted to ride the load. Riding the load fall shall not be allowed except for emergency reasons as determined by the foreman, and not more than two (2) men at any one time.
- 20.10 SLINGS: Steel cable will be used instead of chains or hemp slings. Slings using a ferruled eye instead of an open spliced eye shall have a Flemish splice in the eye with the ferrule. All slings shall be inspected weekly and slings with wires broken or cut off shall be destroyed by cutting in two (2) pieces. When floats or suspended scaffolds are used by workmen using torches or welding equipment, fibre rope shall not be used to suspend such floats. Wire rope with a minimum 3/8" diameter shall be used.
- 20.11 PROTECTION OF SIGNAL DEVICES: Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment to transmit or give signals, directing work or operating of any and various devices in connection with work being done by employees.
- 20.12 ELEVATOR SHAFT PROTECTION: No employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.
- 20.13(a) OVERHEAD CRANE PROTECTION: No employee shall be permitted to work on crane rails unless proper safety provisions are taken regarding hot rails or crane operations while work is being performed.
- 20.13(b) OPERATIONAL EQUIPMENT: To properly secure any or all operational controls, two (2) key type locking devices shall be used. Such keys shall be divided between operating management and the foreman supervising the crew.
- 20.14 SHEAR DEVELOPERS: When shop fabrication requires the installation of Nelson Studs or other type shear developers on beam flanges to the point where they impede normal safety, provisions must then be made to make the operation safe.

- 20.15 BLIND LIFTS: When the vision of the employee is impaired during the course of erection or hoisting of materials and an adequate audio signal device is not available, an extra employee shall be employed to act as signalman.
- 20.16 There shall be a suitable fully stocked First Aid Kit on every job.
- 20.17 The Employer and the employees shall comply with the Occupational Health and Safety Regulations.
- 20.18 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 to be unable to continue work, shall be paid to the end of his regular scheduled work shift on the day of injury. The Employer shall be responsible for the cost of transportation from the job to the hospital or clinic, etc., and also from the hospital or clinic, etc., to home or boarding house, if required.

#### Article 21 - Finisher's Tools

- 21.01 Employees employed on ornamental work, conveyor work and changeover work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Employer, such as, drills, taps, hacksaw blades, etc.
- 21.02 Tools stolen or destroyed by fire while under the Employer's look and key will be replaced by the Employer within a period of two (2) weeks. When a tool is broken under the supervision of the Employer, it shall be replaced by the Employer within two (2) weeks. If the employee is laid off or terminated before the tool is replaced, the tool shall be sent to the Ironworkers Office, along with the employee's name.
- 21.03 The Employer shall not rent or use equipment owned by an employee or any member of the employee's immediate family, other than necessary hand tools. All equipment furnished by the Employer shall carry the Employer's name in letters at least two (2) inches high and clearly legible to the public.

#### Article 22 - Drinking Water, Clothes Room

- 22.01 The Employer shall furnish cool drinking water, paper cups and sanitary facilities at all times. Upon the start of each job the employer shall provide an adequate heated shed or room for the employees to change their clothes and keep their tools. Such sheds shall be equipped with electrical outlets where possible and shall not be used for material storage. The employees are permitted to use electric kettles, hot plates, coffee pots, etc. However, the job steward shall be responsible for the safe keeping of these appliances. Such sheds shall be for Ironworkers only.

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### Article 23 - Business Representative and Referral Slips

- 23.01 The Employer shall grant to the accredited representatives of the International Union, the Business Manager, Business Agents and the Representative of the Building Trades Council access to all jobs in so far as the Employer has the authority to allow such access, provided the Union Representative secures permission from the Employer's senior representative on the job and does not interfere with the progress of the work.
- 23.02 The Employer will only hire members in good standing with the Union, who must upon hiring, produce a referral slip from the Union. The Employer shall notify the Local Union of the names of all union employees who are being transferred from one job to another, before the transfer takes place. Where it is not possible for an employee to bring a referral slip, a telephone call from the Business Agent will suffice and such referral slip will be mailed to the Employer.

### Article 24 - Job Stewards

- 24.01 The Union shall appoint Job Stewards where necessary from the employees on site. The Job Steward shall be the Representative of the Business Agent on the job site. A Steward shall be a qualified journeyman performing the work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards. In addition to his duties as a journeyman, he shall be permitted reasonable time, without loss of pay, to assist the employer and the employees on the job site in adjusting differences or misunderstandings arising out of interpretation, application or alleged violation of this Agreement. The Union shall notify the Employer, in writing, of the appointment of a Steward. The Employer shall notify the Union, as soon as possible, of any serious on the job injury and any seriously injured employee shall be transferred to medical care as soon as possible.
- 24.01 The Steward shall not be discriminated against, and shall be the last journeyman (excluding supervision), laid off, provided that he is qualified to perform the remaining work in his trade. No Steward shall be dismissed except for just cause and such dismissal shall be reported immediately to the Business Manager of the Union.
- 24.03 No Ironworkers, including the Job Steward and the Foreman, shall make any arrangements with the Employer that will change or conflict in any way with any section or terms of this Agreement.
- 24.04 Any Steward advocating or causing any work interruption or stoppage of work on any job site shall be immediately dismissed and replaced on that job site by the Union.

### Article 25 - Protection of Union Principles

- 25.01 The removal of journeyman ironworkers and apprentices from a job in order to render legal assistance to other local union to protect union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and one (1) day's notice thereof is first given to the Employer involved, but by this paragraph, secondary boycott is neither authorized nor approved.

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## Article 26 - Sub-Contractors

- 26.01 The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation who is not signatory to this Agreement with Ironworkers Local Union 764.

## Article 27 - Grievance Procedure

- 27.01 A grievance under the provisions of the Agreement is defined to be any difference, including the degree or extent of disciplinary action, between the Parties or between any one of the employees and the Employer covered by this Agreement involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.
- 27.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and settle grievances as quickly as possible; to this end, the procedure for processing grievances shall be as follows:

### STAGE 1

The matter shall be taken up within two (2) working days after the circumstances giving rise to the grievance occurred or originated with the foreman or person on the job designated by the Employer for that purpose, by the employee and/or Union Steward and/or Union Representative. The decision or settlement at this stage shall be rendered by the end of the next working day from the time the matter was taken up. Failing an answer or satisfactory settlement at this stage; then,

### STAGE 2

The grievance shall be submitted, in writing, to the Senior Representative of the Employer on the job or to the person designated by the Employer for such purpose, by the Union Steward and/or Union Representative within two (2) working days after the day the decision was received at Stage 1. The decision or settlement at this stage shall be rendered within two (2) working days following the day of submission of the grievance in writing. Failing an answer or satisfactory settlement at this stage; then,

### STAGE 3

The grievance may be referred to arbitration under Article 28. Failing a notice by either party within ten (10) working days following the day the decision was received at Stage 2, of their intention to arbitrate, the grievance shall be considered to be abandoned.

- 27.03 It is understood that the Employer may file a grievance with the Union and that if such grievance is not settled to the satisfaction of the parties concerned, it may be referred to arbitration in the same way as a grievance of an employee. Such grievance shall be processed at Stage 2 of the grievance procedure set out in this Article.
- 27.04 During the handling of the grievance, interference will not be permitted by the parties involved with the progress or prosecution of the work by work stoppage, slowdown or strike.

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#### Article 28 - Arbitration

- 28.01 Where a difference arises between the parties to, or the persons bound by this Agreement, or on whose behalf it has been entered into, and where the difference arises out of the interpretation, application, administration or alleged violation of this Agreement, and including any question as to whether a matter is arbitrable, one of the parties may, after exhausting the grievance procedure established by this Agreement, submit the matter to arbitration in accordance with Section 88 of the Labour Relations Act.
- 28.02 The arbitrator shall have no authority to alter or change in any way the provisions of this Agreement or to substitute any new provision for an existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 28.03 The losing party shall pay the expenses and fees of the other party and the Arbitrator in Arbitration cases.

#### Article 29 - Strikes and Lockouts

- 29.01 During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage of work.

#### Article 30 - Jurisdictional Disputes

- 30.01 All jurisdictional disputes will be settled in strict accordance with the procedure of the National Board for the settlement of jurisdictional disputes.
- 30.02 If any jurisdictional disputes arise between or amount to two or more unions or groups of employees, there shall be no strike, slowdown, or other interference with the work because of such dispute and the provisions of this Article shall be followed to settle the legal dispute.
- 30.03 The employees who have been performing the work under dispute as allocated by the Employer will continue to do so until the dispute is settled under the provisions of this Article.
- 30.04 If none of the parties to the dispute have been performing the work in question, then the Employer will decide, subject to Article 30.05, initially which employee or group of employees will perform the work under dispute until dispute is settled under the provisions of the Article.
- 30.05 In allocating work, the Employer shall follow the decisions of record of the Impartial Board for Settlement of Jurisdictional Disputes or International Union Jurisdictional Agreements, if any, and will consult with the Unions involved.
- 30.06 If the matter cannot be adjusted between the unions and groups of employees involved, the matter shall be referred to the offices of the International Unions concerned for possible adjustment. In the event that the matter is not then adjusted, the dispute may be referred for decision to the impartial Board for the Settlement of Jurisdictional Disputes and such decision shall be final and binding.

- 30.07 If and when the Unions and groups of employees involved in the dispute have reached agreement settling it or if and when it is settled, the Employer will accept such decision.
- 30.08 Nothing in this Article shall be construed to limit or restrict the Employer's rights to fully pursue any and all remedies available under law in event of a Jurisdictional dispute.
- 30.09 There shall be a trade mark-up for all construction coming within the accredited sector.

**Article 31 - Termination**

- 31.01 In the case of any employee's termination for other than cause, the Employer shall give the employee notice of four (4) hours or pay in lieu thereof.
- 31.02 Employees intending to terminate their services voluntarily shall give four (4) hours notice to his Employer.
- 31.03 Should it be necessary to reduce the work force on a job, the Employer shall lay off or terminate their employee in the following sequence:

- First            Non-members (permits)
- Second        Travel Card Members from other Locals
- Third           Local 764 Members

**Article 32 - Health and Welfare and Pension**

- 32.01(a) The Employer shall remit \$1.50 per man hour earned to the *Health and Welfare Fund* for each hour earned by each employee covered by this agreement.
- 32.01(b) The employer shall remit \$5.00 per man hour earned to the *Ironworkers Pension Fund*, for each hour earned by each employee covered by this agreement.
- 32.01(c) The employer shall remit \$0.12 per man hour earned to the *Ironworkers Apprenticeship Training Fund*.
- 32.01(d) The employer shall remit \$0.30 per man hour earned to the *Ironworkers Trade Improvement Plan*.
- 32.01(e) The employer shall remit \$0.30 per man hour earned to the *Ironworker Welder Testing and Upgrading Fund*. This fund shall be jointly administered by the Employer and the Union.
- 32.01(f) The employer shall remit \$0.01 per man hour earned to the *Institute of the Ironworking Industry (I.I.I.) Fund*.
- 32.01(g) For each overtime hour worked, the employer shall remit:

- Health and Welfare                    \$3.00 per hour
- Pension                                    \$10.00 per hour

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Apprenticeship Training	\$0.24 per hour
Trade Improvement	\$0.60 per hour
I.W, Welder Testing & Upgrading	\$0.60 per hour
Institute of the Ironworking Industry	\$0.02 per hour

32.02 Payment shall be made to the administrator appointed by the trustees.

32.03(a) Payments shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The Employer concerned will not only remain liable to the said Welfare Plan for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the time provided herein. The Employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month.

32.03(b) If payments are not remitted by registered mail or hand delivered within forty-five (45) days of the due date, the Employer shall pay a penalty fee of fifteen percent (15%) of total contributions that are delinquent. If payments are not remitted by registered mail or hand delivered within seventy-five (75) days of the due date, the Employer shall pay a penalty fee of thirty percent (30%) of total contributions that are delinquent. This penalty shall be paid in addition to the total contributions owed.

32.03(c) The Employer Contribution Report shall be typed or legibly written, giving the employee's full name and social insurance number.

32.04 The Trust Document under which the Fund is controlled shall provide for equal Trusteeship from the Employer and from the Union. All funds as indicated in 32.01 shall have equal Trusteeship from the Employer and from the Union.

32.05 Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as indicated in 32.03(b), and or as follows:

- (1) The Union will advise the Employer, in writing, of any delinquency.
- (2) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer, or his representative to provide for the payment of funds.
- (3) Should the matter not be resolved at the above mentioned meeting, the matter may be referred directly to arbitration.
- (4) Should an Employer fail to remit contributions to the Trust Funds provided for in this Agreement, the Employer shall be deemed to hold in trust an amount equal to all monies it is required to remit to the Trust Funds provided for in this Agreement.

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**Article 33 - Apprentices**

33.01 There shall be one (1) apprentice for each four (4) journeymen on all work except Ornamental Iron Work, and on such work, there shall be one (1) apprentice for three (3) journeymen ironworkers, and on the spinning of cables and suspension bridges, one (1) apprentice for each journeyman. There shall be no name hiring of Apprentices by the Employer.

33.02(a) It is agreed by all parties to this Agreement that the ratio of Apprentices to Journeymen as set forth in this Article is being allowed in order to obtain more Journeymen Ironworkers at a faster rate in order to meet the needs of the industry and to maintain the jurisdiction of Ironworkers Local No. 764.

33.02(b) It is further agreed that when enough Journeymen Ironworkers are obtained to meet the needs of the industry and to maintain the jurisdiction of Ironworkers Local No. 764, the ratio of Apprentice to Journeymen shall as of that date be as set in the General Working Rules of the International Association of Bridge, Structural and Ornamental Ironworkers.

33.02(c) Where Apprentices are employed, the Company shall pay wages in accordance with Article 33.04 and will not be compelled, under any circumstances, to pay the Journeyman's rate of pay. However, the Union recognizes the fact that the Company may increase the rate of pay at its own discretion. When the Apprentice has completed his four thousand (4,000) hour program, he shall appear before the examining board of that Local Union and be required to pass a test before receiving his Journeyman Ironworkers card.

33.03 It is agreed that the standards, etc., of the Apprenticeship Program as adopted and approved by the Department of Labour is to be made a part thereof and to be referred to by reference.

33.04 Two year program:

1st. 1000 hours worked	70% of Journeymen's rate of pay
2nd. 1000 hours worked	80% of Journeymen's rate of pay
3rd. 1000 hours worked	90% of Journeymen's rate of pay
4th. 1000 hours worked	95% of Journeymen's rate of pay

In addition to these rates, he shall receive vacation pay and holiday pay based on the same manner set forth for Journeymen. Such vacation and holiday pay to be paid weekly.

**Article 34 - Wage Rates and Vacation Pay**

34.01 Classifications and wage rates per hour for the regular working hours shall be listed in the Appendix A – Wage Rates and Classifications.

34.02 All employees coming within the scope of this Agreement shall receive, in addition to their wages, a sum equal to ten percent (10%) of their gross wages as pay in lieu of vacation. All employees shall receive three and one-half percent (3 ½%) of gross wages as pay in lieu of paid holidays, as indicated in Article 8.04. Such vacation and holiday pay shall be paid weekly.

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- 34.03 The Employer shall remit sixty cents (\$0.60) per man hour worked to the Newfoundland Construction Industry Fund. Such monies shall be remitted no later than the fifteenth (15th) day of the month following the month worked. The monies shall be remitted to an administrator appointed by the parties. Fifty percent (50%) of this fund shall be given to the Construction Labour Relations Association of Newfoundland and Labrador Inc. (CLRA) and fifty percent (50%) given to the Newfoundland & Labrador Building and Construction Trades Council (NLBCTC).
- 34.04 The following premium above the regularly hourly rate shall be paid to employees required to work at heights where there is a possibility of free fall drop of 40 feet or more: One dollar (\$1.00).

#### Article 35 - Savings Clause

- 35.01 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any tribunal or competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

#### Article 36 - Amendments

- 36.01 During the term of this Agreement, Amendments may be made only by and with the mutual consent of both parties. Proposed amendments shall be submitted, in writing, by the party desiring the change to the other and negotiations shall start within thirty (30) days of receipt of such notice or such period as may be agreed upon by both parties.

#### Article 37 - Duration

- 37.01 This Agreement shall become effective on July 11, 2011 and shall remain in full force and effect until April 30, 2016, and shall continue from year to year thereafter, but should either party wish to change, add to, or amend this Agreement, it may give notice in writing within ninety (90) days but no less than thirty (30) days previous to April 30, 2016.
- 37.02 When such notice is given, both parties hereto shall convene a joint meeting within twenty (20) days of receipt of such notice or on any date agreed on by both parties.

#### Article 38 - Jurisdiction of Work for Rodmen

- 38.01 Post tensioning, including grouting, pre-stressing of, handling by power, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of all materials used to reinforce concrete construction.
- 38.02 Re-aligning of reinforcing steel, wire mesh and placing steel dowels, as well as re-fastening and re-setting same while concrete is being poured.

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- 38.03 Reinforcing steel and wire mesh in roadways, sidewalks, and bridges in connection with new construction, also erection and fabrication, pre-stressed and pre-cast roofs, tanks, manholes, trenches and covers.
- 38.04 The handling and placing of "J" or Jack Bars on clip form construction. The placing of all clips, bolts and steel rods, and wire fabric or mesh pertaining to gahnite construction, and the placing of Steel Tex or Paper Back mesh used primarily for reinforcing steel.
- 38.05 All field fabrication in connection with any or all of the above mentioned.
- 38.06 It being understood that handling by any method of pre-stressed joists and pre cast, beams, columns, slab-walls, or concrete pan panels shall be performed by, and comes under the jurisdiction of the Structural Ironworker of Local Union No. 764.

#### Article 39 - Preservation of Work

- 39.01 It is hereby agreed that when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as to family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

All charges of violations of Section A of this Article shall be considered as a dispute under this Agreement and shall be processed with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article 28 of this Agreement. As a remedy for violations of this Section, the Arbitrator, or Arbitration Board provided for in Article 28 is empowered, at the request of the Union, to require an Employer to

1. Pay to affected employees covered by this Agreement, the equivalent of wages lost by such employees as a result of the violations.
2. Pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, including such interest as may be prescribed by the trustees or by law.

Provision for this remedy herein does not make this remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or articles of this Agreement.

#### Article 40 - Enabling Clause

- 40.01 Where a particular article or articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union and the Association when they deem it prudent. It is

understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either Grievance or Arbitration.

#### Article 41 - Stabilization Fund Agreement

41.01 The Union and the CLRA shall establish a Jointly Managed Stabilization Fund for the mandatory purpose of subsidizing Employers (who are members of the CLRA and signatory to this Agreement) in the Province of Newfoundland and Labrador on cost sensitive projects in the Jurisdiction of the Ironworkers Union, Local 764 for the purpose of carrying out all terms and conditions associated with the sole administration and operation of the Fund, the CLRA and the Union shall appoint four (4) trustees, two (2) trustees each shall be appointed by the Union and the CLRA.

The Ironworkers Local 764 / CLRA Rate Stabilization Fund shall be governed by the Terms and Conditions of the Agreement and Declaration of Trust, the Job Targeting Memorandum of Understanding pertaining to the same, and this Ironworkers Local 764 / CLRA Provincial Collective Agreement.

Upon Signing of this Agreement the Employer shall remit One dollar (\$1.00) per hour worked on all Industrial and Commercial work, and Fifty (\$0.50) cents per hour worked on all Targeted Work to the Fund which shall be remitted to the Administrator no later than the 15th day of the month following the month worked.

#### Article 42 - Impact

42.01 The parties to this Agreement hereby acknowledge the IMPACT Program adopted by the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers. The International Association and Local 764 agree that at any time during the duration of this Collective Agreement the Union if it desires may choose to fund IMPACT on a cents per hour contribution. It is also recognized that if such funding is established it will be collected, (i.e. industry Fund, Work Assessment, etc.) in a similar matter as such other funds are currently collected under our check-off system remittance forms.

The proposed aforementioned contribution shall be exclusively funded by the Union from the hourly wage package as outlined in this Collective Agreement. The employer is not obligated to make any contribution to this program.

#### Article 43 - Health and Safety

43.01 In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in the Collective Bargaining Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

43.02 The safety and health standards and rules contained herein (Page 16, Sections 30A and 30B of the General Working Rules) are minimum standards and are not intended to imply that

the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

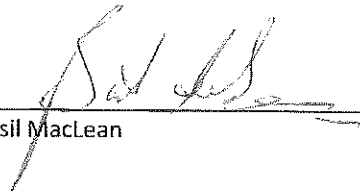
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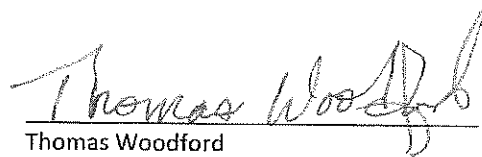
Signature Page

Signed this 28<sup>th</sup> day of July, 2011, in the City of St. John's in the Province of Newfoundland and Labrador.

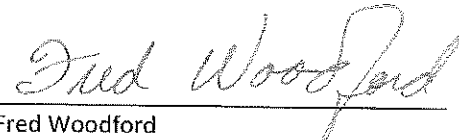
FOR THE CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF NEWFOUNDLAND AND  
LABRADOR INC. (CLRA)

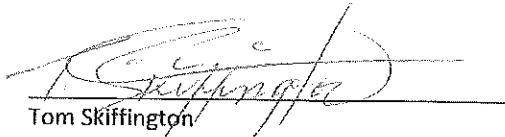
FOR THE INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL AND  
REINFORCING IRONWORKERS LOCAL 764

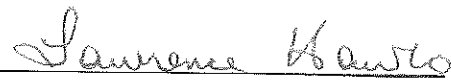
  
Basil MacLean

  
Thomas Woodford

  
Ivan Butler

  
Fred Woodford

  
Tom Skiffington

  
Lawrence Hawco

L.H.  
F.W.

Appendix A  
Wage Rate Tables  
Commercial and Industrial

*L.H.*

*FW*

**International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Industrial Rates, July 11, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improvement Fund	Welding Testing Fund	Ill	RSF	Industry Fund	Gross Hourly Package
		10%	3.5%									
<b>Structural</b>												
General Foreman	\$ 36.82	\$ 3.68	\$ 1.29	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 50.62
(+20% over JM rate)												
Foreman	\$ 35.28	\$ 3.53	\$ 1.23	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 48.88
(+15% over JM rate)												
Connectors	\$ 31.59	\$ 3.16	\$ 1.11	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 44.68
Journeyman	\$ 30.68	\$ 3.07	\$ 1.07	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 43.65
<b>Apprentices</b>												
1st 1000 hours - 70% of JM rate	\$ 21.48	\$ 2.15	\$ 0.75	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 33.21
2nd 1000 hours - 80% of JM rate	\$ 24.54	\$ 2.45	\$ 0.86	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 36.69
3rd 1000 hours - 90% of JM rate	\$ 27.61	\$ 2.76	\$ 0.97	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 40.17
4th 1000 hours - 95% of JM rate	\$ 29.15	\$ 2.91	\$ 1.02	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 41.91
<b>Rodman (Rebar)</b>												
General Foreman	\$ 35.42	\$ 3.54	\$ 1.24	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 49.04
(+20% over JM rate)												
Foreman	\$ 33.95	\$ 3.39	\$ 1.19	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 47.36
(+15% over JM rate)												
Journeyman	\$ 29.52	\$ 2.95	\$ 1.03	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 42.34
<b>Apprentices</b>												
1st 1000 hours - 70% of JM rate	\$ 20.66	\$ 2.07	\$ 0.72	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 32.28
2nd 1000 hours - 80% of JM rate	\$ 23.62	\$ 2.36	\$ 0.83	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 35.63
3rd 1000 hours - 90% of JM rate	\$ 26.57	\$ 2.66	\$ 0.93	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 38.98
4th 1000 hours - 95% of JM rate	\$ 28.04	\$ 2.80	\$ 0.98	\$ 1.50	\$ 5.00	\$ 0.12	\$ 0.30	\$ 0.30	\$ 0.01	\$ 1.00	\$ 0.60	\$ 40.66

**Internation Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers and  
Local Union 764**

Commercial Rates, Effective July 11, 2011

Trade Classification	Basic Hourly Rate	Vacation Pay	Holiday Pay	Health & Welfare Benefit	Pension Plan	Apprentice Training Fund	Trade Improve Fund	Welding Testing Fund	I.I.I.	RSF	Industry Fund	Gross Hourly Package
<b>Structural</b>		10%	3.5%									
General Foreman	\$31.55	\$3.15	\$1.10	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$44.64
+ 20% over JM rate												
Foreman	\$30.23	\$3.02	\$1.06	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$43.15
+ 15% over JM rate												
Connectors	\$27.13	\$2.71	\$0.95	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$39.62
Journeyman	\$26.29	\$2.63	\$0.92	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$38.67
<b>Apprentices</b>												
1st 1000 hours - 70% of JM rate	\$18.40	\$1.84	\$0.64	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$29.72
2nd 1000 hours - 80% of JM rate	\$21.03	\$2.10	\$0.74	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$32.70
3rd 1000 hours - 90% of JM rate	\$23.66	\$2.37	\$0.83	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$35.69
4th 1000 hours - 95% of JM rate	\$24.98	\$2.50	\$0.87	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$37.18
<b>Rodman (Rebar)</b>												
General Foreman	\$30.16	\$3.02	\$1.06	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$43.06
+ 20% over JM rate												
Foreman	\$28.90	\$2.89	\$1.01	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$41.63
+ 15% over JM rate												
Journeyman	\$25.13	\$2.51	\$0.88	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$37.35
<b>Apprentices</b>												
1st 1000 hours - 70% of JM rate	\$17.59	\$1.76	\$0.62	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$28.80
2nd 1000 hours - 80% of JM rate	\$20.10	\$2.01	\$0.70	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$31.65
3rd 1000 hours - 90% of JM rate	\$22.62	\$2.26	\$0.79	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$34.50
4th 1000 hours - 95% of JM rate	\$23.87	\$2.39	\$0.84	\$1.50	\$5.00	\$0.12	\$0.30	\$0.30	\$0.01	\$1.00	\$0.60	\$35.93