

TRADE APPENDIX
**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRONWORKERS AND
LOCAL UNION 764**

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1.0 **APPLICATION**

1.01 This Trade Appendix shall apply to the following:

Structural:

Welders
Apprentices
Journeyperson
Riggers
Connectors
Working foreperson
Non-working foreperson
Non-working general foreperson
Pre-heat / Post-heat

Rodman:

Welders
Apprentices
Riggers
Journeyperson
Working foreperson
Non-working foreperson
Non-working general foreperson
Post-tensioning

1.02 When two (2) or more workers are employed, one (1) shall be selected by the Contractor to act as a Working foreperson and receive the wages as set forth in the Appendix.

2.0 **VACATION AND RECOGNIZED HOLIDAY PAY**

2.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen and one half (13.5%) percent of gross wages including over-time for all employees.

3.0 **BENEFITS FUNDS**

3.01 The Contractor shall remit the amounts in the attached Wage Benefit Schedule for each hour earned. Payments shall be made no later than the 15th of the month following the month in which the hours were earned.

3.02 Each payment shall be accompanied by a statement setting out the names of the employees in respect of whom such payment is made, the amount paid in respect of each employee, and the hours worked by each employee during the calendar month for which payment is being made.

3.03 Payments shall be made as follows:

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(a) Health and Welfare Fund

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(b) Pension Fund

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(c) EAP

Address: Manion Wilkins and Associates
222 Rowntree Dairy Road, 3rd Floor
Woodbridge, ON L4L 9T2

Cheques payable to: Trustees of Ironworkers Local Union 764 B.T.

(d) Trade Promotion Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(e) Trade Improvement Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(f) Welding Testing Fund

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(g) Industry Fund (RDC)

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheques payable to: Resource Development Council Industry Fund

(h) Apprentice Training

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(i) Impact

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

Cheques payable to: Trustees of Ironworkers Local Union 764

(j) Canadian Building Trades Fund

Address: Resource Development Trades Council of
Newfoundland and Labrador
78 Brookfield Road
St. John's, NL A1E 3T9

Cheques Payable to: Canadian Building Trades Fund

4.0 UNION DUES AND FIELD DUES

4.01 Union Dues as per Article 6 shall be forwarded to:

Address: Business Manager, F.S.T.
Ironworkers Local Union 764
38 Sagona Avenue
Donavan's Industrial Park
Mount Pearl, NL A1N 4R3

5.0 APPRENTICES

- 5.01 Where Apprentices are employed, the Contractor shall pay wages in accordance with this Agreement, and will not be compelled, under any circumstances, to pay the Journeyperson rate of pay. However, the Union recognizes the fact that the Contractor may, after consultation with the Union, increase the rate of pay for Apprentices that have demonstrated the ability to perform work at the next Apprenticeship level. When the Apprentice has completed his four thousand (4,000) hour program, he shall appear before the examining board of the Local Union and be required to pass a test before receiving his/her Journeyperson Ironworkers card.

6.0 TOOLS

- 6.01 Employees shall furnish, for their own use, standard hand tools to enable them to effectively perform their work.

7.0 HEALTH AND SAFETY

- 7.01 Every employee shall, as a condition of employment, own and wear suitable 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.
- 7.02 Safety Harness and Double Lanyard with shock absorbers shall be signed for by employee and if not returned, then the employee shall pay the cost for the same.
- 7.03 On multi-storied erection projects, and on floors where employees 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.
- 7.04 *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.
- 7.05 *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 foreperson and not more than two (2) employees any one time.
- 7.06 *Slings:* Steel cable will be used instead of chains or hemp slings. Slings using a ferruled eye instead of an open sliced 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 workers 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.
- 7.07 *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 operation or any and various devices in connection with work being done by employees.

- 7.08 *Overhead Crane Protection:* No employee shall be permitted to work on cranes rails unless safety provisions are taken regarding hot rails or crane operation while work is being performed.
- 7.09 *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 foreperson supervising the crew.
- 7.10 *Blind Lifts:* When the vision of employee is impaired during the course of erection or hoisting of materials, and an adequate audio signal device is not available, and extra employee shall be employed to act as a signalperson.

8.0 IRONWORKERS REQUIRED ON CRANES

- 8.01 On all mobile or power operated rigs of any description utilized for heavy steel erection in the construction of a building, no less than four (4) employees and a foreperson shall be employed (this article is not applicable to boom trucks).

9.0 HEIGHT PAY

- 9.01 The premium above the regular hourly rate shall be paid to workers required to work at heights under such conditions: temporary staging, scaffolding, tower like structures or structures with a direct drop of forty (40) feet or more shall receive one dollar (\$1.00).

*** GROSS HOURLY PACKAGE**

Effective date of signing the Agreement, Gross Hourly Package is to be equal to Gross Hourly Package under Construction Labour Relations Association Inc. and International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local Union 764 Collective Agreement Rates as of May 1, 2012 an additional \$0.30 per hour earned for Resource Development Council Industry Fund as per Article 28.01 and an additional \$0.05 per hour earned for Canadian Building Trades Fund as per Article 29.

The increases to the Gross Hourly Package shall be as follows:

May 1, 2013	\$2.00
May 1, 2014	\$2.50
May 1, 2015	\$2.00
May 1, 2016	\$2.50
May 1, 2017	\$2.00

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AGREED TO this day of January, 2013 at St. John's, Newfoundland and Labrador

The Muskrat Falls Employers' Association

The International Association of Bridge,
Structural, Ornamental and Reinforcing
Ironworkers

Tom Woodford

Resource Development Trade Council
Of Newfoundland and Labrador

Local Union 764