

**REINFORCING IRONWORKERS
COLLECTIVE AGREEMENT
PROVINCE OF NEW BRUNSWICK**

BETWEEN:

(hereinafter referred to as the “Employer”)

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
ORNAMENTAL AND REINFORCING IRONWORKERS
LOCAL UNION 842**

(hereinafter referred to as the “Union”)

Suite 214, Building B
580 Main Street
Saint John, NB E2K 1J5
Phone : (506) 634-7313
Fax : (506) 634-7400

EFFECTIVE DATE : May 1, 2014
EXPIRATION DATE : April 30, 2017

INDEX

ARTICLE NO.		PAGE NO.
1	PURPOSE	3
1A	INTERPRETATION	3
2	RECOGNITION	3
3	NO STRIKE – NO LOCKOUT	3-4
4	NO DISCRIMINATION OR INTIMIDATION	4
5	UNION SECURITY	4-5
6	STEWARDS	6
7	ACCESS TO THE JOB SITE	6
8	MANAGEMENT RIGHTS	7
9	DISCIPLINE	7
10	NORMAL HOURS OF WORK	8
11A	SHIFT WORK & SHIFT PREMIUM	9
11B	COFFEE BREAK & LUNCH	9
12	PAY FOR REPORTING TIME	10
13	CALL BACK TIME	10
14	OVERTIME	11
15	VACATION & HOLIDAY ALLOWANCE	11
16	DESIGNATED HOLIDAYS	12
17	TRAVEL, ROOM & BOARD	13-14
18	TERMINATION OF EMPLOYMENT OR LAYOFF	14
19	WAGES & SHIFT PREMIUM	14
20	PAY PERIODS	15
21	HEALTH & SAFETY	15-16
22	DRUG & ALCOHOL TESTING	16
23	TRAINING	16-17
24	JURISDICTIONAL DISPUTES	18
25	UNION GRIEVANCE	19
26	MANAGEMENT GRIEVANCE	19
27	ARBITRATION	20
28	IRONWORKERS, REBAR – TRAINING FUND	20-21
29	BENEFIT PLAN	21-22
30	PENSION PLAN	22
31	WORK AFTER HOURS (MOONLIGHTING)	23
32	WORK JURISDICTION	23
33A	CIVIL, COMMERCIAL & WINDFARM CONSTRUCTION	24
33B	INDUSTRIAL PROJECTS	25
34	ENABLING	25
35	TERM OF AGREEMENT	26
36A	APPRENTICES & TRAINEES	26
36B	JOURNEYMAN RODMAN	27
37	SUPERVISION	27
	CRAFT SCHEDULE	28
38	SIGNATORY SHEET	29

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.
- 1.02 Upon the agreement of the parties, meetings to discuss alterations to the terms and conditions contained herein may be convened. Upon the agreement of the parties any term or condition may be added, deleted or amended. Should the parties be unable to agree upon a change to the terms and conditions contained within this Collective Agreement, then the parties shall continue to be bound by the terms of this Collective Agreement.

ARTICLE 1A – INTERPRETATION

Throughout this Agreement, the singular shall be interpreted to include the plural and the masculine to include the feminine, where ever appropriate.

ARTICLE 2 – RECOGNITION

- 2.01 All work performed under this Agreement in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of reinforcing steel and wire mesh or other materials used to reinforce concrete construction, including handling and installation of all post-tensioning materials, including stressing and grouting thereof, loading and unloading by hand and carrying to designated points adjacent to or upon the site of the project on which such materials are to be used. To facilitate the employer, where reinforcing ironworkers employed by the employer are not on the site, unloading by hand and carrying to first drop point may be performed by others.
- 2.02 The Union recognizes the Employer as the sole collective bargaining agent with respect to the trade for its members.
- 2.03 The Union will file any letter of agreement/recognition with the Minister of Labour in accordance with the New Brunswick Industrial Relations Act, and copy of same to the Employer.

ARTICLE 3 – NO STRIKE – NO LOCKOUT

- 3.01 The Union and employees agree that there will be no strike or other collective action which will interfere with or stop the efficient operation of construction work of the employer or any of them for the duration of this Agreement.
- 3.02 Participation by any employee, or group of employees, in an act violating the above provisions may be cause for disciplinary action, as well as any and all

legal remedies available to the employer.

Local Union 842

- 3.03 The employer agrees that there will not be any lock-out of the employees during the term of this Agreement.

ARTICLE 4 – NO DISCRIMINATION OR INTIMIDATION

- 4.01 The employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the employer, or by any of its representatives with respect to any employees because of their membership in, or connection with the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.
- 4.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the employer by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the employer, or on the site of the employers' operations during an employee's working hours. Continuance of these practices by an employee after warning will be considered cause for discharge.

ARTICLE 5 – UNION SECURITY

- 5.01 The employer agrees to employ reinforcing ironworkers (rodmen) who are members of Local Union 842, when available either directly or through the union office. The employer agrees to notify the union office of the names of the members to be hired directly prior to commencement of work.
- 5.02 The Company may request the Union to provide a Referral Slip for each hired employee, identifying the employee by name and Social Insurance Number. The Union shall promptly provide Referral Slips for such members in good standing.
- 5.03 When an employee reports for work the employer may request the employee's record book.
- 5.04 The employer agrees that employees, as a condition of continued employment, are to become and remain members of the Union within thirty (30) days after the date of hiring. Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated upon written notification of the Union.

- 5.05 Should the employee be newly joining the Union, the Union at their discretion will apply and collect an initiation fee from said new member.
- 5.06 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any of such provisions.
- 5.07 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in the Union.
- 5.08 (A) The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Dues deductions shall be made from the first pay of each month in the amount stipulated in Local Union 842's by-laws, such as for journeyman \$32.00 for all apprentices and trainees \$31.00. Remittance shall be made not later than the fifteenth (15th) day of the following month. Such remittance shall be accompanied by a statement of names of employees and their social insurance numbers from whom monies have been deducted.
- (B) Ironworkers Local Union 842 Field Dues in the amount of one (\$1.14) dollar fourteen per hour at regular rate of pay, and one dollar seventy-one (\$1.71) at time and half (1 ½) rate of pay and two dollars twenty-eight (\$2.28) at double time rate of pay of hourly wage per hour for each hours paid shall be deducted and remitted as outlined in 5.08(c).
(Effective January 01, 2015) - \$1.18 (time & a half-\$1.77 & 2X \$2.36)
(Effective January 01, 2016) - \$1.22 (time & a half-\$1.83 & 2X \$2.44)
(Effective January 01, 2017) - \$1.26 (time & a half-\$1.89 & 2X \$2.52)
- (C) Union Dues and Ironworkers Local Union 842 Field Dues are to be made payable to and remitted to Ironworkers Local Union 842, Suite 214, Building B, 580 Main Street, Saint-John, New Brunswick E2K 1J5. These remittances will be accompanied by a statement containing the name, social insurance number and hours of work for each employee. Should any increases in the above (a) and/or (b) be authorized in accordance with the applicable provisions of the Union, the employer shall implement the increases upon receipt of notification from the Union.
- 5.09 The Union agrees that each employee will be responsible to maintain a record, verified by the relevant employer(s), of hours worked and work experience in accordance with the requirements of the Craft Schedule attached to this Agreement.

ARTICLE 6– STEWARDS

- 6.01 The Union may appoint Job Stewards. The Steward of the Union will be an employee of the employer who is a qualified Journeyman and who will perform the work of a journeyman, he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work, he must first obtain permission from the employer’s representative on the job. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement.
- 6.02 It is agreed that only one (1) Steward and one (1) alternate on each shift shall be recognized by the employer and the Union shall notify the employer in writing, of the name of the Steward and his alternate.
- 6.03 The employer will notify the Union on termination of employment of the Steward or his alternate.
- 6.04 Subject to all other items and conditions of this Agreement, the Steward shall be given special consideration before being laid off, except for just cause. The Steward shall be the second last man remaining on the job, provided that in the opinion of the employer the Steward is qualified to perform the remaining work.
- 6.05 It will be the duty of the Job Steward to protect the interest of the Union and the employees and to assist in the processing of grievances. Under no circumstances shall the Job Steward make any arrangements with the Foreman or management that will change or conflict in any way with any section or items of this Collective Agreement.

ARTICLE 7– ACCESS TO THE JOB SITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Union Representatives shall have direct access from the employer’s representative after reporting to him on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the employer and/or owner, General Contractor or Project Manager as the case may be.

ARTICLE 8– MANAGEMENT RIGHTS

8.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, transfer employees job to job, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the employer.

ARTICLE 9– DISCIPLINE

9.01 Employees whose behavior is detrimental to the efficient and safe conduct of the employer’s business shall be subject to the disciplinary action.

9.02 For offenses other than intoxication, insubordination, theft, false reporting of time, physical altercation and illegal work stoppage, which shall be subject to immediate dismissal, the procedure shall be:

- (i) First Warning: Written reprimand to be issued to the employee, with a copy to the Union, by the employer’s representative.
- (ii) Second Warning: The length of suspension to be at the sole discretion of Management with a written notice of suspension from work of up to five (5) working days, by the employer’s representative to be issued to the employee, with a copy to the Union.
- (iii) Third Warning: Immediate Dismissal

9.03 Employees discharged shall be advised by the employer of the cause for dismissal.

9.04 Warning notice shall be signed by the employee’s foreman and job steward, copy of warning notice to be mailed to the union office.

ARTICLE 10– NORMAL HOURS OF WORK

- 10.01 The normal workday is defined as the twenty-four (24) hour period beginning at 00:00 hours.
- 10.02 The normal hours of work will consist of eight (8) hours per normal workday, Monday through Friday, between 07:00 hours and 16:00 hours. (Except for Civil, Commercial and Wind Farm Construction as outlined in Article 33)
To facilitate the job, the Union may give prior approval in writing to a flexible forty (40) hour work week at the straight time rate of pay, consisting of up to five (5) shifts, not exceeding ten (10) hours per work day, Monday to Friday inclusive.
- 10.03 Employees will be allowed one half (1/2) hour for lunch, without pay, at the mid point of the shift.
- 10.04 Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto for up to half and hour.
- 10.05 When work cannot be performed during normal working hours due to the owners' stipulations, upon the Unions agreement, employees may perform the work required outside of the normal working hours according to job requirements and specifications at the regularly hourly rates of pay. The union shall be advised by way of facsimile of all work to be performed under this Article. Such work schedule can only happen after written Union approval

ARTICLE 11-A – SHIFT WORK & SHIFT PREMIUM

- 11.01 Shift work may be performed at the option of the employer.
- 11.02 In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least five (5) consecutive weekdays, excluding Saturday, Sunday and holidays unless those days are worked. The above shall not apply to concrete pours that are scheduled for more than twelve (12) hours in the same working day.
- 11.03 When it is necessary to work two (2) or more shifts of work within twenty-four (24) hours, the hours of work for each such shift shall be performed between 16:00 hours and 07:00 hours and eight (8) hours of pay shall be paid for seven (7) hours of work as per Article 19.01. If two (2) twelve (12) hour shifts are required, the first eight (8) hours of each shift are to be paid at the regular rate of pay and the balance of hours worked on said shifts will be paid as per Article 14.02 (overtime rate).
- 11.04 A mandatory rest of eight (8) hours minimum will be taken between shifts, unless requested by the employer in which case overtime will apply. The shift start will not be changed to avoid paying overtime.

ARTICLE 11-B- COFFEE BREAK & LUNCH

- 11.05 a The employer shall allow a rest period of fifteen (15) minutes, once at the mid-way point of the morning and once in the mid-way point of the afternoon. The fifteen (15) minutes duration shall be measured from the time the worker enters the lunch or coffee break area until leaving such area. The employee must remain on the jobsite during such break period.
- 11.05 b Employees required to work more than ten (10) hours Monday through Sunday will receive an adequate meal supplied after eight (8) hours worked and at four (4) hour intervals thereafter. Food and beverage should be provided to be eaten on a paid thirty (30) minute break at the applicable rate of pay. When such meals are not supplied the employee shall receive twenty-five dollars (\$25.00) in lieu of a meal. After such break coffee breaks will be taken every two (2) hours and meals every four (4) hours.

ARTICLE 12– PAY FOR REPORTING TIME

- 12.01 When an employee, hired or referred to the job site upon request by the employer, reports for work at the regular starting time, and for whom no work is provided, shall be compensated for two (2) hours at the applicable rate of pay unless notified not to report to work due to job postponement or client cancellation. However, the employee must remain on the job during these two (2) hours unless released by the employer.
- 12.02 When an employee reports for work, and through no fault of his own (including inclement weather) is not put to work during the two (2) hours after reporting, he shall be paid for these two (2) hours at his applicable rate of pay. However, the employee must remain on the job during these two (2) hours unless released by the employer. If the employer cancels work the day before due to inclement weather, all employees who live away from home and qualify for room and board will be entitled for the two (2) hours (reporting time).
- 12.03 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned. Thereby, when conditions arise which are beyond the control of the employer or when an employee leaves work of his own accord or when an Ironworker reports for work without proper tools of his trade. In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.04 Based upon safety conditions, the employer shall determine when weather conditions on the job are such that employees shall or shall not work.

ARTICLE 13– CALL BACK TIME

- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable overtime rate as set forth in Article 14.02, but shall not be paid for less than two (2) hours.
- 13.02 When employees are called out to work by the employer on Saturday, Sunday and holidays, Article 14 shall apply for a minimum of four (4) hours.
- 13.03 Travel time will apply if applicable, according to Article 17.02.

ARTICLE 14- OVERTIME

- 14.01 All hours worked in excess of the normal working hours Monday through Friday, or all hours worked on Saturday, Sunday or statutory holidays as set forth in this Collective Agreement, shall be paid at the overtime rate.
- 14.02 Overtime rate is defined as work after regular working hours (Article 10) and shall be paid at the rate of double (2x) the straight time rate of pay for such work, with the exception of civil, commercial and windfarm construction projects. For civil, commercial and windfarm construction projects, the first two (2) hours of overtime from Monday to Friday will be paid at one and a half times (1 ½x) the straight time rate of pay for such work. All other overtime will be paid at the rate of double (2x) time.

ARTICLE 15- VACATION & HOLIDAY ALLOWANCE

- 15.01 The employer agrees to pay ten percent (10%) vacation and holiday allowance to each employee in lieu of paid vacation and holidays. Payment of such allowance shall be made weekly.
- 15.02 The employer and employees shall mutually agree on the time that the employee shall take the annual vacation. Provided that the employee has worked with the same employer for a minimum of six (6) months in one (1) year.
If not covered by six (6) months the employee shall notify the Employer, in writing, two (2) months ahead of time of his vacation.

ARTICLE 16– DESIGNATED HOLIDAYS

16.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays.

If any of these holidays fall on Saturday or Sunday, the following Monday shall be a holiday. If Saturday and Sunday are holidays, they will be held on Friday and Monday or as mutually agreed by the Employer and Business Manager.

16.02 Employees required to work on the following Designated Holiday shall be paid in accordance with the overtime provision in Article 14 for all hours worked at the request of the employer.

Calendar Year:

New Year's Day

Good Friday

Victoria Day

Canada Day

New Brunswick Day (N.B. only)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Islander Day (PEI only)

ARTICLE 17 – TRAVEL, ROOM AND BOARD

- 17.01 For purposes of this Article (Article 17), when a question arises as to whether an employee qualifies for travel or room and board allowance, the Employer and the Union shall determine the employee’s acceptability as to residency. In making the determination as to whether an employee qualifies for travel or room and board allowance, for the purpose of the Collective Agreement, the following factors will be taken into consideration and documentation must be provided by the employee upon request as long as both union and employer agree.
- the dwelling place of the person’s spouse and dependents;
 - documentation of:
 1. property tax and rent receipts, telephone, gas or other utility receipts;
 2. driver’s license;
 3. vehicle registration or pink card;
 4. income tax;
 5. unemployment insurance documents;
 6. employee benefit fund administration registrations
- 17.02 When an employee is required to travel to and from his address of record which is more than fifty (50) kilometer from the job site or from job to job he shall be paid fifty-five (55) cents per kilometer one way as a travel allowance for the shortest normally travelled route. The Employer may use google map search or equal tracking device to determine the travel distance. The travel allowance will be paid for a maximum of one hundred and twenty (120) kilometers.
- 17.03 When an employee’s address of record is more than one hundred twenty (120) kilometers in distance as per Article 17.02 from the job site, he shall be entitled to a room and board allowance of one hundred fifteen (\$115.00) dollars per day.
(Effective May 01, 2016 one hundred & twenty dollars (\$120.00) per day)
An employee that qualifies for board allowance and from Monday to Friday travels from job to job which is more than fifty (50) kilometers shall be paid fifty-five (55) cents per kilometer one way as a travelling allowance for the shortest normally travelled route.
- 17.04 When an employee is eligible for Board Allowance and is being told by the employer not to report for work at the beginning of a regular working day due to inclement weather, he shall be entitled to such Board Allowance. If an employee reports for work the day before and the day after a statutory holiday, he shall receive Board Allowance for the holiday.

- 17.05 If a construction camp providing room and board is available for a project by the employer, the employee will live at the camp and no living allowance will be paid to the employee. If the employee, on initial hiring on said project, chooses not to stay at the camp provided, he will be paid the allowance as outlined in Articles 17.03.
- 17.06 It is the intention of this Agreement that all benefits payable under this Article should be in compliance with the prevailing income tax legislation. Accordingly, unless the employee supplies the employer with a properly completed TD-4 (or such other form as may from time to time be required by Canada Customs and Revenue Agency) it is understood that Board and Travel payments shall be subject to income tax. The employer shall make the appropriate forms available on-site upon request.

ARTICLE 18 – TERMINATION OF EMPLOYMENT OR LAYOFF

18.01 **Layoffs and Severance Pay:**

Layoffs shall occur only at end of the day. Each employee shall receive two (2) hours notice of layoff or receive one (1) hour pay in lieu of such notice at his regular rate of pay.

- 18.02 Employees who are laid off, quit or are discharged from the service of the employer, shall receive their wages and employment record of earnings on termination, if the payroll is made up on the project (job site), otherwise, the employer shall send via registered mail or submit via ROE Web the employment record of earnings and wages within three (3) days exclusive of Saturday, Sunday and designated holidays. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for every two (2) additional days of delinquency. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee and the Union shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 19 – WAGES & SHIFT PREMIUM

19.01

The regular hourly rates of pay for work performed between 7:00 a.m. and 7:00 p.m. for each classification of employee shall be in accordance with the rates contained in the craft schedule. For all hours worked between 7:00 p.m. and 7:00 a.m. a premium of four dollars (\$4.00) per hour shall apply. This craft schedule is attached hereto and is hereby made part of this Collective Agreement.

ARTICLE 20 – PAY PERIODS

20.01 Employees may be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday.

Alternatively, employees may be paid by way of direct deposit, in which case a pay stub detailing all deductions; contributions and wages will be promptly provided (i.e., mailed no later than on Friday) unless some intervening factor beyond the control of the employer intervenes.

In the event the pay stub is not promptly provided, a fine of one hundred (\$100) dollars per day may be levied at the discretion of the Union, commencing on the Monday of the following week.

20.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.

20.03 Should the cheque not be distributed as set out herein, the employee shall immediately notify the employer.

20.04 When cheques are not distributed on Thursday, in accordance with this Article, and the employee is not paid until after Monday, of the following week, the employee shall receive one (1) days pay at the regular hourly rate of each working day, until the day the cheque is paid, commencing Tuesday through Friday.

ARTICLE 21 – HEALTH AND SAFETY

21.01 It is recognized that the Employer, the Union, and the Employees covered by this Agreement have duties and responsibilities under the Occupational Health & Safety Act. It is understood and agreed that all concerned shall comply with all applicable Health & Safety legislation, rules, and regulations.

21.02 Employees shall not be required to work with unsafe equipment or in unsafe conditions. Any unsafe equipment and conditions shall be reported immediately to the foreman or employer’s representative.

21.03 Except where it is the responsibility of the prime contractor, toilet facilities shall be made available where practical.

21.04 Fresh drinking water and paper cups will be provided by the employer at all times, where a construction trailer is provided by the employer. For job sites without a trailer, fresh drinking water will be provided where practical.

21.05 Tools sheds and lunch rooms shall normally be maintained by the employees using same, except where other general arrangements have been made.

- 21.06 Where quarters are provided to employees to change clothes and eat lunch, such quarters shall have benches and tables and shall be lockable and be kept clean by the employees on their own time. Where a project is of short duration the employer shall attempt to secure access to the lunch room and toilet facilities supplied by the prime contractor on site.
- 21.07 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive his wages at regular rate of pay up to eight (8) hours pay.
- 21.08 Climatic protective clothing is to be supplied to the employees by the employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form must be returned to the employer on termination.
The replacement costs of safety items and climatic protective clothing will be born by employee if not returned. Deductions for same will be made off his last pay due.
- 21.09 The employer agrees to pay fifty (50) cents per hour worked to each employee as equipment allowance. Effective May 01, 2016, fifty-five (.55) per hr. work. All rodmen shall supply and report to work with the following equipment and shall maintain same in good safe working order:-
- | | |
|---|--------------------------------------|
| CSA Grade 1 – Safety Boots | Class E Safety Helmet |
| Leather Work Gloves | Safety glasses |
| Tie Wire Reel | Work positioning Hook |
| Pliers | 6” back padded safety belt c/w front |
| Side Cutting Pliers | each side D-Rings |
| One Bolt Bag | |
| 26 ft. Measuring Tape-(metric & standard) | |

**ARTICLE 22 – DRUG AND ALCOHOL TESTING AND
PRE-MEDICAL EXAMINATIONS**

- 22.01 Both the Union and the employer recognize that requirements for drug and alcohol testing, and pre-medical examinations, are becoming increasingly common in the workplace. Accordingly, the Union and employers undertake to hold joint discussions about how these matters may be resolved.

ARTICLE 23 – TRAINING

- 23.01 Employers are concerned about employee safety as a way of working on and off the job. We recognize that improvements may only be accomplished if every employee is determined to practice safety at all times.
- 23.02 Safety is a result of continuous personal education for everyone and the employers intend to carry out its work in the safest manner possible, backed by good work practices and common sense.

- 23.03 An accident is an unplanned and unintended event which disrupts the progress of a work place. All accidents, using this definition, result in loss, due to a job disruption, a delay and possibly time loss due to personal injury, equipment damage or material damage.
- 23.04 Our goal is to eliminate accidents and implement safe, healthy policies and procedures.
- 23.05 As a result of said policies all rodmen working in the construction industry shall have a Certificate in his possession for the following safety courses:

Courses (New Brunswick Construction Safety Association)	Foreman	Certified Rodman	Apprentice/ Trainee
Workplace Hazardous Materials Information System “WHMIS”	X	X	X
Safety Orientation	X	X	X
Standard First Aid/CPR	X		
Leadership for Safety Excellence	X		
Fall Protection Basics for Workers	X	X	X
Confined Space General Awareness	X	X	X
Hazard Identification and Control	X		
Trenching Awareness	X	X	X
Lockout	X	X	

New Brunswick Construction Safety Association
P.O. Box 731, Miramichi, New Brunswick, E1V 3V4
Tel: (506) 627-1477
Fax: (506)624-9681
E-mail : info@nbcsa.ca
www.nbcsa.ca

All Training will be funded through the Union Training Fund.

In relation to the Rodman Classification the above noted courses will be required in order to meet the given classification.

All union members courses will be reviewed as per their classification.

For Trainee Rodman it will be the union’s responsibility to schedule them for the next available courses as required.

ARTICLE 24- JURISDICTIONAL DISPUTES

24.01 A mark-up meeting will be held with each contractor not later than the commencement of the contractor's work on all projects and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the National Joint Board Building Trades Department, A.F.L. & C.I.O. The work assignment shall not be completed until a meeting on site has been convened with all Parties involved and until a subsequent meeting (not later than twenty-four (24) hours) has taken place, at which time the contractor shall present the work assignment on paper to all Parties.

24.02 In the event such jurisdictional dispute cannot be settled on a local basis, by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution.

It is understood and agreed, however, that if the dispute causes delay in the progress of the work or gives rise to apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (New Brunswick) Construction Panel for an Interim Order under the New Brunswick Relations Act. Under this agreement jurisdictional dispute shall not be subject of a grievance.

ARTICLE 25- UNION GRIEVANCE

25.01 **Subject-matter of Grievances**

For purposes of Articles 25 and 26, any difference between the parties to the Collective Agreement, or persons bound by the agreement, concerning the interpretation, application, administration, or alleged violation of the Collective Agreement can be the subject of a grievance.

25.02 **Procedure:**

Step 1 : The aggrieved employee shall bring the matter to his immediate supervisor within two (2) working days from the occurrence giving rise to the grievance, who shall endeavor to resolve the matter. The aggrieved employee may be accompanied by a job steward if he/she desires.

Step 2 : Failing satisfactory resolution of the matter at step 1, within seven (7) working days of the occurrence, the aggrieved employee or his union representative shall file a written grievance with the employer's labour relations representative or the Project Manager. The parties will meet and attempt to resolve the matter without delay. If such grievance is not filed within this period it shall be considered settled.

Step 3 : Failing satisfactory resolution at step 2, the grieving party may, within ten (10) days following the meeting at step 3, refer the matter to arbitration, as per Article 27.
Arbitration The parties may agree to extend time-limits.

25.03 **Union or policy grievances :**

Union or policy grievances will be filed at Step 2.

ARTICLE 26- MANAGEMENT GRIEVANCE

26.01 Management grievances will be filed with the union manager at Step 2.

ARTICLE 27- ARBITRATION

- 27.01 The parties will jointly select a single arbitrator to hear the matter. Failing agreement on the arbitrator, either party may request appointment as per the New Brunswick *Industrial Relations Act*.
- 27.02 The arbitrator selected or appointed will hear the matter and render a decision within 21 days from the conclusion of the hearing.

ARTICLE 28- IRONWORKERS REBAR TRAINING FUND

- 28.01 The Employer shall contribute to the Trade Improvement Fund, forty cents (\$0.40) per hour paid. Effective May 01, 2015, fifty cents (\$0.50) per hour paid. Effective May 01, 2016, sixty cents (\$0.60) per hour paid. Out of this fund will be paid to the Ironworkers Management Progressive Action Cooperation Trust (IMPACT) three quarters (3/4) of one per cent (1%) of the applicable Journeyman wage rate for each hour worked. This payment to (IMPACT) to be gradually implemented in full by the end of this contract. The employer shall remit a cheque representing the total indicated per hour paid for each employee, accompanied by the appropriate forms, before the fifteenth (15th) day of the following month to:

**Ironworkers Local Union 842
Suite 214, Building B
580 Main Street
Saint John, New Brunswick
E2K 1J5**

- 28.02 The Ironworkers Rebar Training Fund shall be administered according to the terms of the Structural & Reinforcing Ironworkers Trust Fund.
- 28.03 The parties hereto agree that either party pursuant to the Agreement establishing the Ironworkers Rebar Training Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any Arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.
- 28.04 Responsibilities and liabilities shall be outlined in the Administration Agreement. A form provided by the Administrator shall include the total hours

and be included with the remittances.

Local Union 842

- 28.05 The Joint Training Committee shall be maintained throughout the life of this Agreement.
- 28.06 It is the responsibility of the Union to initiate training programs for the betterment of its members and co-ordinate same with the Joint Committee. (Craft Schedule).
- 28.07 Training and Apprenticeship are essential to the well being of the Trade. Both Union and employers are committed to ensuring that appropriate Training and education are available. To that end, Training Trustees may be contacted by the Union or the Employer to assist or to provide information regarding training courses available in the community college system.

ARTICLE 29- BENEFIT PLAN

Major Medical and Dental Plan. The parties hereto agree to the Benefit Plan as follows:

- 29.01 The fund is controlled under the Structural & Reinforcing Ironworkers Trust document.
- 29.02 The Benefit Fund and Plan shall be professionally administered and managed.
- 29.03 The employer shall contribute for each employee two dollars & fifty cents (\$2.50) per hour for each hour paid. The employer shall remit this amount by cheque, accompanied by the appropriate forms, before the 15th day of the month following the month such hours were worked, and be accompanied by a remittance report form for each employee on a form prescribed by the Administrator of the Fund.
- 29.04 Definition of hours paid:
The following example illustrates how, if the (10) hours are worked, on a shift, more than ten (10) hours are paid

<u>First Eight (8) Hours Worked</u>	Regular Rate	Eight (8) Hours Paid
<u>Last Two (2) Hours Worked</u>	1 ½ Regular Rate	Three (3) Hours Paid
		Total Eleven (11) Hours Paid

- 29.05 Amounts and remittances shall be made payable to Ironworkers Local Union 842, and forward to:

**Ironworkers Local Union 842
Suite 214, Building B
580 Main Street
Saint John, New Brunswick**

Local Union 842

29.06 It is agreed that provisions for an increase in the Benefits Plan will be implemented if so desired by the Ironworkers Local Union 842 with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

ARTICLE 30- PENSION PLAN

30.01 The employer shall contribute and remit monthly to the Administrator of the Plan, before the fifteenth (15th) day of the month following.

PENSION AMOUNT: \$5.00 (five dollars) per hour worked.

30.02 The remittance shall be in such form as may reasonably be prescribed by Ironworkers Local Union 842 and shall be sent to:

**Ironworkers Local Union 842
Suite 214, Building B
580 Main Street
Saint John, New Brunswick
E2K 1J5**

30.03 It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Ironworkers Local Union 842 with the employer contribution to be deducted from the wages rates contained herein, provided the employer receives sixty (60) days notice of such change.

ARTICLE 31– WORK AFTER HOURS (MOONLIGHTING)

- 31.01 The Parties agree that their mutual interest are adversely affected when persons who are currently employed under this Agreement engage in any work similar to, or connected with, the activities of the employer after the regular working hours provided in this Agreement.
- 31.02 Employees who undertake any such extra work for personal gain, other than on behalf of their employer, shall be subject to the following disciplinary procedures:
- (1) First Occasion:** The employee shall be subject to a one (1) week suspension by the employer and the Union will take appropriate action as per their by-laws and constitution.
- (2) Second Occasions:** Within a one (1) year period of the last offence, the employee shall be subject to immediate dismissal by the employer, and the Union will take appropriate action as per their by-laws and constitution.
- 31.03 The Union will notify the employer, in writing, of the change and the disciplinary action taken.
- 31.04 The employee will be held liable for any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this violation of the Article.
- 31.05 Employers who are signatory to this Agreement and who by paying cash to Ironworkers Local Union 842 members without the appropriate deductions will be held in contempt of this Agreement and will also be liable as mentioned in Article 31.04.

ARTICLE 32 – WORK JURISDICTION

- 32.01 This Agreement covers all work performed in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of reinforcing steel and wire mesh or other materials used to reinforce concrete construction, including handling and installation of all post-tensioning materials, including stressing and grouting thereof, loading and unloading by hand and carrying to designated points adjacent to or upon the site of the project on which such materials are to be used. To facilitate the employer, where reinforcing ironworkers employed by the employer are not on the site,

unloading by hand and carrying to first drop point may be performed by others.

Local Union 842

ARTICLE 33 A – CIVIL, COMMERCIAL AND WINDFARM CONSTRUCTION

- 33.01 It is agreed that all employees will work up to ten (10) hours per day if requested by the employer. Monday through Friday between 07:00 hours and 18:00 hours with an interval of one (1) hour for lunch. The lunch period may be one half ($\frac{1}{2}$) hour and the starting and quitting times may be modified by mutual consent of the employer and employees concerned on the job site.
- 33.02 Overtime after eight (8) hours per day will be paid at the premium rate of one and one-half times ($1\frac{1}{2}x$) the straight time rate of pay for such work. Overtime after ten (10) hours per day will be paid at the premium rate of double ($2x$) the straight time rate of pay for such work.
- 33.03 Shift Work – where two (2) twelve (12) hour shifts per day are in effect, the following pay schedule shall apply:
Monday to Friday – First eight (8) hours at regular straight time.
Monday to Friday – First eight (8) hours at regular straight time – ninth (9) and tenth (10) hours at one and one-half times ($1\frac{1}{2}x$) the regular straight time rates of pay – Eleventh (11) and twelfth (12) hours at double time ($2x$) the regular straight time rates of pay.
Saturdays, Sundays or Designated Holidays – All hours worked shall be paid as set forth in Article 14 – Overtime.
- The employer agrees to pay four dollars (\$4.00) premium on the existing rate for the back shift crew for each hour worked.
- 33.04 Definition for civil construction covers the following types of construction... bridges, overpasses, road structures and related civil work, line sewer and water main construction, piers and wharves.
- Definition for commercial construction is all other work not covered by civil, wind farms and heavy industrial work.
- 33.05 Definition for commercial construction is all other work not covered by civil and industrial work.
- Definition for Wind Farm construction covers all work associated with the final completion to the generating stage. Includes Main Bases, Transfer stations, transformer pads, duct banks, and miscellaneous buildings.

ARTICLE 33 B – INDUSTRIAL PROJECTS

33.06 Industrial projects shall be defined as the initial construction or major expansion or renovation of facilities such as but not limited as those listed below:

- Pulp Mills
- Paper Mills
- Automobile Manufacturing Plants
- Steel Mills
- Power Generating Projects
- Power Generating Plants
- Oil Refineries
- Gas Refineries
- Rubber Plants (such as Michelin)
- Ore Reduction Plants
- Petro-Chemical Plants

ARTICLE 34 – ENABLING

34.01 It is recognized that from time to time certain terms and conditions of employment for members of Ironworkers Local Union 842 may require alteration from those contained in this Collective Agreement in order to enable the employees and employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.

34.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).

34.03 Where this committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

34.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Employer and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.

34.05 All Employer members of the Ironworkers (Rebar) Trade Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.

ARTICLE 35 – TERM OF AGREEMENT

- 35.01 This Agreement will become effective on May 01, 2014 and will remain in full force and effect until midnight April 30, 2017, and from year to year thereafter, unless written notice to terminate or modify the agreement is filed by either party not more than one hundred & twenty (120) days and not less than sixty (60) days prior to the expiration of any such one (1) year period. In the event that such written notice is given, negotiations will commence within forty (40) calendar days after receipt of such notice. During the period of such negotiations, this agreement shall remain in full force and effect.
- 35.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of New Brunswick.

ARTICLE 36 A – APPRENTICES & TRAINEES

- 36.01 Employees hired as Apprentices or Trainees shall receive wage rates as indicated in Craft Schedule.
- 36.02 There may be one (1) Apprentice to four (4) Journeymen on the project. This ratio can be changed with the approval of Business Manager.

ARTICLE 36 B – JOURNEYMAN RODMAN

36.03 A Journeyman Reinforcing Ironworker must be able to read placing drawings and have a thorough knowledge of placing reinforcing steel, welded wire mesh and any other products related to the trade. They must also be familiar with power tools, hand tools and other tools as related to the trade.

Journeyman Reinforcing Ironworkers shall be responsible for carrying out duties including, but not limited to, unloading, rigging, hoisting, spreading, racking, handling and carrying materials on the project sites.

ARTICLE 37 - SUPERVISION

37.01 A General Foreman is a Foreman or Journeyman selected by the Employer to direct Foremen, Journeymen, and Apprentices with or without the regular direction of a Superintendent. While so employed, the General Foreman shall be paid five dollars (\$5.00) over the top rate being paid to the Journeymen Reinforcing Ironworker.

37.02 **FOREMAN I** – A Foreman I is a working Foreman who is a Journeyman selected by the Employer to direct a group of men and supervise the work without the regular direction of a Superintendent or General Foreman. The Foreman I shall have the ability to direct large scale projects. While so employed the Foreman shall be paid three dollars (\$3.00) per hour over the top rate being paid to the Journeyman. Effective May 01, 2013 four dollars (\$4.00) per hour over the top rate being paid to the Journeyman.

37.03 **FOREMAN II** - A Foreman II is a working Foreman who is a Journeyman selected by the Employer to direct a group of men and supervise the work without the regular direction of a Superintendent or General Foreman. The Foreman II shall have the ability to direct small scale projects with a crew size of no more than four (4) employees counting the Foreman. While so employed the Foreman II shall be paid two dollars (\$2.00) per hour over the top rate being paid to the Journeyman. Effective May 01, 2013 three dollars (\$3.00) per hour over the top rate being paid to the Journeyman.

37.04 **LEADHAND** - Leadhand is a Journeyman Rodman selected by the Employer to lead a crew who is under the supervision and direction of the Foreman. While so employed as a Leadhand, he/she shall be paid one dollar (\$1.00) per hour over the top rate being paid to the Journeyman Rodman.

CRAFT SCHEDULE**WAGE RATES FOR CIVIL, COMMERCIAL, & INDUSTRIAL CONSTRUCTION**

- (A) Increases are to take effect on the nearest pay period to the effective date.
 (B) Wage Rates per hour worked – New Brunswick. & P.E.I.
 (C) The following rates are the minimum amounts payable.

JOURNEYMAN RODMAN							
Date	Hourly Rate	V & H 10%	Benefit	Pension	Equipment Allowance	Training, Fund	Total Package
May 1, 2014	\$ 29.70	\$ 2.97	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.40	\$ 41.07
May 1, 2015	\$ 30.50	\$ 3.05	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.50	\$42.05
May 1, 2016	\$ 31.50	\$ 3.15	\$ 2.50	\$ 5.00	\$ 0.55	\$ 0.60	\$ 43.30

Local Union 842

APPRENTICES & TRAINEES STARTING RATES**TRAINEES:**

From 0 hours to 500 hours

(60% of Journeyman's rate/hour with applicable benefits)

Date	Hourly Rate	V & H 10%	Benefit	Pension	Equipment Allowance	Training, Fund	Total Package
May 1, 2014	\$ 17.82	\$ 1.78	\$2.50	\$ 5.00	\$ 0.50	\$ 0.40	\$28.00
May 1, 2015	\$ 18.30	\$ 1.83	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.50	\$ 28.63
May 1, 2016	\$ 18.90	\$ 1.89	\$ 2.50	\$ 5.00	\$ 0.55	\$ 0.60	\$ 29.44

APPRENTICES:

From 501 hours to 1800 hours

(70% of Journeyman's rate/hour with applicable benefits)

Date	Hourly Rate	V & H 10%	Benefit	Pension	Equipment Allowance	Training, Fund	Total Package
May 1, 2014	\$ 20.79	\$ 2.08	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.40	\$ 31.27
May 1, 2015	\$21.35	\$2.14	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.50	\$ 31.99
May 1, 2016	\$ 22.05	\$ 2.21	\$ 2.50	\$ 5.00	\$ 0.55	\$ 0.60	\$ 32.91

From 1801 hours to 3600 hours

(80% of Journeyman's rate/hour with applicable benefits)

Date	Hourly Rate	V & H 10%	Benefit	Pension	Equipment Allowance	Training, Fund	Total Package
May 1, 2014	\$ 23.76	\$ 2.38	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.40	\$ 34.54
May 1, 2015	\$ 24.40	\$ 2.44	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.50	\$ 35.34
May 1, 2016	\$ 25.20	\$ 2.52	\$ 2.50	\$ 5.00	\$ 0.55	\$ 0.60	\$ 36.37

From 3601 hours to 5400 hours

(90% of Journeyman's rate/hour with applicable benefits)

Date	Hourly Rate	V & H 10%	Benefit	Pension	Equipment Allowance	Training, Fund	Total Package
May 1, 2014	\$ 26.73	\$ 2.67	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.40	\$ 37.80
May 1, 2015	\$ 27.45	\$ 2.75	\$ 2.50	\$ 5.00	\$ 0.50	\$ 0.50	\$ 38.70
May 1, 2016	\$ 28.35	\$ 2.84	\$ 2.50	\$ 5.00	\$ 0.55	\$ 0.60	\$ 39.84

ARTICLE 38 - SIGNATORIES

This Collective Agreement **shall become effective May 01, 2014.**

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement

on the _____ day of _____ 20 14 .

(Witness)

Company Representative

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL UNION 842**

(Witness)

Egbert Basque, BM/FST

REINFORCING IRONWORKERS
AGREEMENT

May 01, 2014

to
April 30, 2017

