

2013 - 2016

IRONWORKERS-REINFORCING COLLECTIVE AGREEMENT

BETWEEN

IRONWORKERS-REINFORCING CONTRACTORS TRADE DIVISION

OF THE

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 728

OF

THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,

ORNAMENTAL AND REINFORCING IRONWORKERS

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This Collective Agreement made this day:

BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of its member firms of the Ironworkers-Reinforcing Contractors Trade Division (hereinafter referred to as the "Employer").

OF THE FIRST PART

AND

The International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 728 (hereinafter referred to as the "Union").

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 – PURPOSE

The purpose of this agreement is to promote harmony between the parties, facilitate the peaceful adjustments of all disputes and grievances, and to prevent strikes, lockouts and any unnecessary expense or delay in the work involved. The parties value human dignity and to that end agree that the Province's Human Right's Code will be adhered to on all job sites.

The Employer and the Union agree to meet and give serious consideration to amending certain provisions to this Collective Agreement, by way of an Appendix, where this action is deemed necessary and appropriate by the Employer or the Union for certain projects where the Employer is facing competition in securing the work under the terms and conditions of this Agreement. The parties will meet within three (3) days of the request to do so or as soon as possible thereafter. The Employer shall furnish the Union with evidence of unfair competition.

ARTICLE 2 - SCOPE AND RECOGNITION

- A.** This Agreement shall apply to all of the employees of the Employer within the Province of Manitoba and that part of the Nunavut Territories between Longitude 102 degrees East and a line extending North from the most northern point on the Manitoba-Ontario border to 89 degrees North Latitude.
- B.** This Agreement shall operate for the benefit of and be binding upon the parties hereto and the members of the parties hereto. The Union agrees that it will not sign any Agreement within their Reinforcing Steel Trade Division for any of the classes of employees covered by this Agreement for different working conditions or for different monetary provisions than those contained in this Collective Agreement in the area designated in Sub-Article A above, unless mutually agreed to in writing between the parties of this Collective Agreement.
- C.** The Construction Labour Relations Association of Manitoba recognizes the Union as the sole and exclusive collective bargaining agent for all of the employees as defined in this Agreement and in all matters pertaining to wages and hours of work. It is understood and agreed that everything herein contained shall be working conditions.
- D.** The Union recognizes the Construction Labour Relations Association of Manitoba as the sole and exclusive bargaining representative for all of its member Employers bound hereunder and agrees that the Construction Labour Relations Association of Manitoba may represent the Employer in all contract observance disputes involving its members.

- E.** The Employers who have agreed to be bound by this Collective Agreement, either through the Construction Labour Relations Association of Manitoba or as individual firms, shall be parties to this Collective Agreement as principals; however, their status shall be several not joint.

- F.** The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural, Ornamental and Re-enforcing Ironworkers as set out in Appendix “A” of this Agreement. Such jurisdiction of work is subject to applicable Trade Agreements and decisions of Record and the Procedural Rules of The National Joint Board for the Settlement of Jurisdictional Disputes.

ARTICLE 3 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

- A. This Agreement shall be effective from May 1, 2013 to April 30, 2016 unless altered or amended in the meantime by mutual consent of the parties, hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new agreement is given by either party to the other party not less than thirty (30) days prior to the expiry date of this agreement or the expiry date of any extended term thereof.
- B. Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employer and of the Union shall meet for the purpose of negotiating same. During the period of such negotiations this Agreement shall remain in full force and effect.
- C. Both parties hereto agree to enforce and see that its members enforce all the provisions stated in this Agreement.

ARTICLE 4 - NOTICES

- A. Any notice required to be given to the Union shall be effectively given when mailed to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local 728, 895A Century Street, Winnipeg, Manitoba, R3H OM3 or to such address as the Union may have supplied to the Company in writing.

- B. Any notice required to be given to the Employer shall be effectively given when mailed to:

Construction Labour Relations Association of Manitoba
701 – 161 Portage Avenue East
Winnipeg, Manitoba
R3B OY4

Bergen Reinforcing Inc.
P.O. Box 4
Warman, Saskatchewan
S0K 4S0

Dominion Bridge Inc.
P.O. Box 895
Winnipeg, Manitoba
R3C 2T1

Jacobs Industrial Services Ltd.
400S, 8500 Macleod Trail South
P.O. Box 5276, Station A
Calgary, Alberta
T2H 2N1

Kimbe Reinforcing
Box 2013
Stonewall, Manitoba
ROC 2Z0

Universal Reinforcing Inc.
955 McIvor Avenue
Winnipeg, Manitoba, R2G 2K1

Or such address as the Company may have supplied to the Union in writing.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

The Employer agrees that there shall be no lockout during the term of this Agreement.

The Union agrees that there shall be no strike or other collective action which would stop or interfere with operations during the term of this Agreement.

The Union agrees, that in the event that other Unions impact job sites that Local 728 members are working at by job site picketing, slowdowns or disputes resulting in stoppage of work, Local Union 728 will do all in its power to help effect a fair resolution to the matter in question.

The rights of individuals as set forth in any Provincial or Federal statute are recognized by the parties of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making of rules relating to reinforcing operations as it shall consider advisable, provided such rules shall not be inconsistent with the specific terms of this Agreement.

ARTICLE 7 - UNION SECURITY

- A.** Subject to other provisions of this Article, it is agreed that only members in good standing with Local No. 728 shall be employed by the Employer on work coming within the scope of this Agreement.
- B.** It shall be the responsibility of the Union to determine when a member is in good standing.
- C.** The Employer shall notify the Union when employees are required, and he shall employ them through the business office of Local No. 728.

The Local will make every effort to dispatch employees through the Local who are competent and able to perform the work. In its sole discretion, the Local may dispatch employees from a Local outside of Manitoba (“travel card members”) or from a different union (“permit card members”).

It is agreed that on a project by project basis, the Employer shall be able to name hire all Foremen dispatched from Local’s out of work rotation list. In addition, the Employer shall have the unlimited right to name hire 50% of the crew dispatched from the out of work rotation list. The remaining employees dispatched by the Local will be hired by the Employer.

- D.** If the Local does not dispatch employees within 48 (forty-eight) hours, the Employer shall have the right to employ any available employee at that time. It is agreed that any employee hired by the Employer, must make application to become a probationary member of the Local Union and participate in the Local’s Probationary Member Program in accordance with its terms, before beginning employment with the Employer. The Probationary Member Program is designed to provide new members of the Local with the education and training necessary to join the Local Union Apprenticeship Program. The Employer will consult with the Business Manager of Local 728 regarding the appropriate placement and wage scale of a probationary member but Probationary Members shall be paid in accordance with the classification in Appendix “B” that matches their skill level and shall be paid a starting rate of not less than the first level apprenticeship rate. The Employer shall pay all pension, health & welfare and trade improvement fund contributions as the Probationary Members classification. Probationary members must, as a condition of their employment, pay monthly dues and no probationary member may participate in the Probationary Member Program for longer than twelve (12) months without having been placed in the Apprenticeship Program, elevated to Journeyman status, or dropped from the program. Probationary members who do not enter the Apprenticeship Program or who are dropped from the Probationary Member Program are not entitled to continue to be employed, or to be re-employed in the future.

E. In the event of a reduction in the work force, the Foreman shall notify the Job Steward of the layoffs and the employees shall be laid off in the following sequence providing the remaining employees are competent and able to perform the remaining work:

- (1) Travel Card members from outside Manitoba
- (2) Probationary members
- (3) Members of Local Union 728

F. Where members of Local Union No. 728 are available for work and non-members of the said Local Union are employed by the Employer, the Employer, within a reasonable time after being notified of the availability of members shall replace the non-members with members of the Union; provided the members available are competent and able to perform the work to be performed. A change of personnel pursuant to this Article shall be made at no cost to the Employer.

G At the request of the Union, prior to construction and mechanical work commencing on a project where such project is of sufficient size and complexity, the contractor shall arrange a jurisdictional “mark-up” meeting fifteen (15) days prior to work commencing for the purpose of resolving jurisdictional assignments. Further, the Local agrees to provide to the Employer, within five (5) working days after the “mark-up” meeting, their jurisdictional reasons for claiming any work in question.

H. The Company agrees to engage only those sub-contractors who employ members of the Union to perform reinforcing work.

I. The Local agrees to endeavour that their members at point of dispatch from the Local’s hiring hall are all appropriately safety trained and that they have successfully completed the following courses:

- Fall Protection
- WHMIS
- Confined Space Entry
- Man Lift (entry level)
- Hearing Protection
- PPE
- Rights and Responsibilities

ARTICLE 8 - DUES CHECK OFF

The Employer agrees to deduct and remit Union Dues and Field Dues, in the amount of 2.8% of the Journeyman's total compensation package (base wage and vacation pay and holiday pay and Employer Pension contributions and Employer Health & Welfare and Employer Training Contributions) per hour worked and/or assessments voluntarily authorized by the employee in writing and shall deduct from the first pay period of each month, sums for monthly dues. Monthly dues, applicable field dues and assessment deductions, as may be notified in writing by the Union in accordance with the Local Union By-Laws, shall be forwarded to the Financial Secretary-Treasurer of Local 728 on or before the 15th day of the month following the month during which such deductions were collected. The remittances shall be accompanied by a statement of the names of the employees from whom the sums have been deducted and number of hours worked by the employee.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of check-off field dues assessment. If the Employer does not submit as required above, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 9 - BUSINESS REPRESENTATIVE

- A. The Business Representative of the Union shall be permitted on all jobs for the purpose of assisting in the carrying out of the provisions of this Agreement after reporting to the senior Employer Representative on the job, but will in no way interfere with the workmen in the performance of their duties.
- B. Whenever security regulations prevent access to any job or project, the Employer or Business Representative will give all possible assistance to the Business Representative in obtaining the necessary pass or permission to gain access to such job or project.

ARTICLE 10 - STEWARDS

- A. The Business Manager or Business Agent will appoint a Job Steward on each job as necessary to assist the Company, the Union and the employees in carrying out the provisions of this Agreement and it will be the Job Steward's duty to attend to all complaints between all members of Local 728 on the job and the Company in an endeavor to reach settlement before these complaints become grievances. If on a large project it is necessary to appoint more than one Steward, the Business Manager or Business Agent shall designate one of them as Chief Steward.
- B. Stewards shall be qualified Journeymen Reinforcing employees of the company, who are familiar with steel placing operations. The Business Manager or Business Agent shall provide the company with the names of all Stewards at the time of their appointment and before they assume their duties.

- C. The Union acknowledges that Stewards and other Union Officers, have regular work to do as employees of the company, and such person shall not leave his job in connection with his duties as a Steward or other Union Officer, without first obtaining the permission of his Foreman or immediate Supervisor, and such permission shall not be unreasonably withheld.
- D. Under no circumstances shall Job Stewards or any employee make an arrangement with the Foreman or Management, or vice versa, that will change or conflict in any way with any sections or terms of this Agreement without approval of the Business Representative and the Employer.
- E. Where overtime is to be worked, the Job Steward will be included in the crew where it is practical to do so and where the Steward is qualified and capable of doing the work to be performed. However, the Employer shall not be required to break up a work crew in order to assign overtime work to a Job Steward.

The Steward shall not be laid off, subject to the Steward having the required skill and ability to perform the work in question, until the work crew is reduced to at least four (4) members.

ARTICLE 11- DISPUTES - GRIEVANCES

SECTION 1

- A. An employee may take up any matter direct with his Employer at any time and the Employer retains the right to explain his views on any matter to the employee directly, through a meeting, by notice or other lawful means.
- B. All differences between the Employer and the Union regarding the interpretation, application, operation and an alleged violation of this Agreement shall be settled without stoppage of work or lockout, by negotiation as hereafter provided.

SECTION 2 - GRIEVANCE PROCEDURE

- A. Either the Union or the Employer shall have the right to initiate a group grievance of a general nature at Step Three of this grievance procedure.
- B. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his Foreman or Supervisor an opportunity to adjust his complaint. Should the complaint or grievance of the employee not be satisfactorily

adjusted, it shall be reduced to writing, with or without the aid of the Union Grievance Steward, and may then become a subject of discussion as provided in the following.

- C. **Step One** An aggrieved party shall submit his complaint in writing, within a period of fourteen (14) calendar days of the occurrence of the event giving rise to the grievance, to the Steward or, in his absence, the Business Agent of the Union, who shall endeavor to settle the complaint between the employee and his immediate supervisor. If the complaint is not settled within two (2) days (excluding Saturday, Sunday and holidays), it may be referred to the Project Manager or his delegate and Official Representative of the Union
- D. **Step Two** If the complaint is not settled with three (3) calendar days (excluding Saturday, Sunday and holidays), it may be referred to the Management of the Employer involved and the Official Representative of the Union.
- E. **Step Three** The Employer shall either request a further discussion with the Union or render a decision in writing to the Union within five (5) working days following receipt of the claim.
- F. Where circumstances warrant, time limits may be extended by mutual agreement between both parties.
- G. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- H. **Discharge Cases:** A claim by an employee that he has been unjustly discharged from his employment shall be filed at Step Three of this grievance procedure provided a written statement of this grievance is lodged with the Management within three (3) working days after the employee is discharged or suspended by the Employer.
- I. The Construction Labour Relations Association of Manitoba will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site. Copies of all grievances against the Employers shall be delivered to the Construction Labour Relations Association of Manitoba at the same time the grievance is delivered to the Employer involved.

ARTICLE 12 – ARBITRATION

Within seven (7) calendar days after receiving the grievance in Step 3, and failing to reach a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

Within ten (10) calendar days following the grievance being referred to arbitration, the parties will attempt to agree to the selection of an Arbitrator to hear the grievance in

question. Should the parties be unable to agree on the selection of an Arbitrator at the end of the ten (10) calendar day period, either party may then request the Manitoba Chief Justice of the Court of Queen's Bench to appoint an Arbitrator. The Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.

The Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The decision of the Arbitrator shall be final and binding and enforceable on all parties. If the parties disagree as to the correct meaning of the Arbitrator's decision, the Arbitrator will reconvene the Parties to clarify the decision.

Each party shall pay one half of the fees and expenses of the sole Arbitrator.

ARTICLE 13 - SAVINGS CLAUSE

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Province of Manitoba and the Dominion of Canada. Should it later be determined that it would be a violation of any legally effective Provincial or Dominion Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Provincial or Dominion Order or Statute, and the other provisions of this Agreement shall not be affected thereby.

ARTICLE 14 - JOINT CONFERENCE COMMITTEE

- A. In consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Employer and the Union a Joint Conference Committee shall be established.
- B. This Committee shall consist of not more than three members from each side. This Committee shall meet quarterly or at any other time deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems by job or by making permanent adjustments to this Agreement for the betterment of the Industry.

ARTICLE 15 - WAGE RATES

The classification and hourly wage rates for employees covered by this Agreement shall be:

Journeyman Reinforcing Ironworkers:

Effective May 1, 2013	\$31.01
Effective May 1, 2014	\$32.26
Effective May 1, 2015	\$33.51

Foremen:

A Foreman will be paid not less than the following per hour amount more than the base hourly rate for Journeyman Ironworkers:

For up to a 3 man crew (not including the Foreman) at \$5.00 per hour for the duration of the Agreement.

For a 4 man crew or more (not including the Foreman) at \$7.50 per hour for the duration of the Agreement.

Apprentices:

- (A) The Employer will employ a minimum of one (1) Apprentice for every four (4) Journeyman where practicable and available per job site. The ratio of Apprentices to Journeyman may be adjusted higher by mutual agreement between the Employer and the Union.
- (B) The first 500 hours shall be considered as a probationary period for an Apprentice and the Employer shall, upon discussing this matter with the Local's Business Manager (or designate), have the right to terminate a probationary Apprentice and such Employer decision shall not be grievable under Article 11.
- (C) At intervals of 1800 hours which will include hours worked and in school training hours, each Apprentice's rate will be reviewed by the Employer Representative (or designate) and the Union, and the Apprentice will be given increases, if his ability warrants, on the following basis:

1 st Level = 0 – 1799 hours	See Total Wage Package
2 nd Level = 1800 – 3599 hours	See Total Wage Package
3 rd Level = 3600 – 5399 hours	See Total Wage Package
5400 or more hours	See Total Wage Package

The parties agree that the Apprentice percentages will be adjusted if the Province of Manitoba's minimum hourly wage rate is adjusted from its current level at the date of signing of this Collective Agreement. The percentage adjustments must ensure that the minimum Apprentice hourly rates conform with the Manitoba Apprenticeship & Trades Qualifications Act (Trade of Ironworker Regulation).

- (D) If the Apprentice fails to apply him or herself, seems unable or unwilling to adopt to trade conditions, or are otherwise found unsuited to the trade, he or she shall be notified by the Union of their findings and informed that he or she is being terminated from the membership of this Local Union.

Foremen:

Where three (3) or more Rodmen are employed, one shall be selected by the Employer to act as Foreman and receive Foreman's wages.

ARTICLE 16 - NUNAVUT TERRITORIES WAGE RATE

Ironworker will be paid not less that fifty (50¢) cents per hour more than the regular rates of pay while being employed in the Nunavut Territories.

ARTICLE 17 - STANDARD OF WORK AND LIMITATIONS

For the purpose of this Agreement the following definitions will apply:

A Journeyman Rodman is hereby defined as a man experienced in the fabricating, placing and tying of reinforcing steel.

A qualified Journeyman Rodman must be experienced in the placing of reinforcing steel in all types of reinforced concrete structures and he must have a thorough working knowledge of all tools and equipment of his trade as laid down in the CRSI Recommended Practice for Placing Reinforcing Bars, 1959.

He must be able to perform the following operations in a safe and workmanlike manner:

1. Sling, climb and signal the hoisting engineer.
2. Erect scaffolding or tie the necessary knots and sling scaffolds when necessary.
3. Place reinforcing steel in accordance with recognized ACI Standards under the direction of his Foreman or Superintendent.
4. Read and interpret bar lists, placing drawings, cutting sheets.
5. Operate bending and cutting machines under direction of his Foreman.
6. Work with a hickey.
7. Measure off work under the direction of Foreman or Superintendent.

ARTICLE 18 - VACATION AND VACATION PAY

- A. Each employee shall receive an amount equal to 10.5% of his gross earnings of which 4.5% shall be in lieu of paid statutory holidays. Each employee shall be entitled to four (4) weeks of annual vacation.
- B. Vacation Pay Allowances shall be paid to employees on their regular pay day. Such payments shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code. For greater clarity, the employee and the Union agree that the receipt of such advance payments of vacation pay will be considered full payment of all vacation pay owing to the employee as provided by the Manitoba Employment Standards Code whether or not the employee takes a vacation during that calendar year.

ARTICLE 19 - STATUTORY HOLIDAYS

- A. All time worked on the following recognized holidays shall be paid for at a rate of double time; New Years Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

And any such days which may be declared as a general holiday by the Federal and/or Provincial Government.

- B. No work shall be performed on Labour Day, except to save life or property. Where the Canada Day holiday falls on a Tuesday, Wednesday or Thursday, the holiday is to be observed on the day which it falls.
- C. When a recognized or Statutory Holiday other than Remembrance Day falls on a Saturday or Sunday, the next following regular working day(s) shall be taken as an alternate day off. When two (2) recognized holidays fall on a Saturday and Sunday the following Monday and Tuesday shall be taken off as alternate days.

An employee who is required to work on a recognized holiday or the alternate day(s), shall be paid at a rate of double time.

ARTICLE 20 - HOURS OF WORK, OVERTIME & WORKING CONDITIONS

- A. The schedule of hours of work, as set down in this Agreement shall not be considered as a guarantee of hours of work per day or per week.
- B. The standard work week for day shift or single shift will be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday to Friday inclusive.
- C. All such hours worked shall be classed as straight time and the eight (8) hour shift shall normally be performed between 8:00 a.m. and 5:00 p.m., but on projects where circumstances make it necessary, they shall be performed during any time of the day or night that may constitute a regular shift on that project. A premium:

Effective May 1, 2013 at \$3.30 per hour for the duration of the Agreement.

Will be paid for each straight time hour of a regular single shift that is worked between 10:00 p.m. and 6:00 a.m.

- D.** One (1) hour in each work day shall be allowed as a meal hour but the time allowed for the said meal hour may be reduced on any job by agreement between employees on the job and the Company or its Representatives.
- E.** Employees will be allowed time to gather and put away all their working tools and equipment prior to quitting time.
- F.** The Company may require employees to work overtime in excess of their regularly assigned hours and when overtime is to be worked first consideration will be given to members of Local 728.
- G.** The first two (2) hours of daily overtime, Monday to Friday, shall be paid for at the rate of time and one-half. All time worked in excess of these hours and all time worked on Saturday and Sunday shall be paid for at the rate of double time.
- H.** If any employees are recalled to a Job without having had eight (8) hours rest, they shall be paid at double time rate of pay until such time as they have had the said eight (8) hours rest.
- I.** When work cannot proceed on any day due to inclement weather or other emergency beyond the Company's control, employees will be paid not less than three (3) hours pay, provided that the employee has reported for work and remains on the job for the full three (3) hours. The employees entitled to board expense will receive regular allowance for the day.
- J.** When an employee has been notified prior to leaving his place of residence not to report for work, the three (3) hours reporting time in paragraph (I) shall not apply.
- K.** If on any project work cannot proceed due to shortage of material or other reason within the control of the Company, men living away from home will either be returned home (i.e) paid travel expense, travel time and subsistence allowance for travel day out and when requested to return to the job site shall be paid same when returning to work) or at the option of the Employer and with the consent of the employees will be paid three (3) hours and subsistence if applicable for the days that the work is delayed.
- L.** An employee called out for work after he has completed his regular shift and has gone home shall be given not less than four (4) hours work, or if the work is not available, shall be paid for four (4) hours at overtime rate.

- M.** An employee who is injured while working for the Company and is sent home because of such injury shall receive pay up to the end of the shift in which he is injured. The Shop Steward will be allowed time to gather the injured man's personal belongings as soon as possible after the accident and if the case warrants it the foreman shall designate someone to accompany the injured man to the doctor or hospital without loss of time or pay.
- N.** Employees shall be ready for work at starting time and shall remain at work until quitting time.
- O.** The Company may call men out to unload or to do such work as may be necessary to protect property during inclement weather. The employee shall receive not less than three (3) hours pay at the appropriate rate (i.e. straight time or double time) for each time called out.
- P.** By mutual agreement between the Union and the Employer, a compressed work week of four – ten (10) hour days, at regular straight time rates, may be established Monday through Friday. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

The daily work breaks, two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal break will be extended by an additional five (5) minutes for each break respectfully in lieu of a break after eight (8) hours.

All daily overtime hours worked on a compressed work week schedule beyond ten (10) hours per day shall be compensated at two (2) times the straight time rate of pay.

All overtime hours worked on a compressed work week schedule, beyond the regular four (4) days schedule (including an Article 19 (A) Statutory Holidays) shall be as follows:

- (a) the first two (2) overtime hours at one and one-half times (1 ½ x) the straight time rate of pay.

- (b) All subsequent overtime hours at two times (2x) the straight time rate of pay.

If overtime is required on a compressed work week day (s), the overtime meal break, as per Article 22 (b), will commence at the start of the overtime period.

Subsistence allowance for the compressed work week schedule shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

In the event that any Holiday specified in Article 19 (A) of the Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. 3 – ten (10) hour days. Accordingly, the amount of room and board of “subsistence allowance” will be paid as follows:

- (a) If the Holiday falls on the first or last work day of a compressed work week, the employee shall receive room and board or “subsistence allowance” on a day worked plus one (1) additional day basis.
- (b) If the Holiday falls between but not on the first or last work day of a compressed work week, the employee shall receive room and board or “subsistence allowance” for five (5) days.

ARTICLE 21 - ADDITIONAL SHIFTS

- A. A premium of :

Effective May 1, 2013 at \$3.00 for the duration of the Agreement.

Shall be paid for all hours worked on second and third shift operations. Shift premium shall not be payable for overtime hours worked.

- B. For the purpose of establishing the weekend shift premiums, double time will be paid on the second and third shifts between 8:00 a.m. on Saturday and 8:00 a.m. on Monday. A shift premium is not payable for overtime hours worked.

ARTICLE 22 - LUNCH BREAKS DURING OVERTIME HOURS

- A. Employees shall not be required to work more than five (5) hours without a lunch period, and shall have a lunch period after the completion of each additional five (5) hours thereafter.

- B. Where work is scheduled to exceed ten (10) hours in a day, the Employer shall supply a hot meal at no cost to the employee after two (2) hours of overtime have been worked and again every four (4) hours thereafter without any loss of time. The employees shall be entitled to a thirty (30) minute overtime meal break. In the event the employee elects to not take a hot meal, the employee shall be paid \$22.00 in lieu of the hot meal.

If two (2) or more hours of overtime are to be worked, a paid coffee break of fifteen (15) minutes shall be allowed to employees upon commencement of the overtime and every two (2) hours alternately with the overtime meal break.

Where work is scheduled to be ten (10) hours per day, coffee breaks and the daily lunch break may be extended by five (5) minutes each in lieu of a break after eight (8) hours being worked, if mutually agreed to between the employees and the Employer.

ARTICLE 23 - COFFEE TIME

It is agreed that all employees of the Employer covered by this Agreement will be permitted time in the morning and afternoon to drink coffee or refreshments on the job during regular working hours and at the conclusion of the eighth (8th) hour where ten (10) or more hours are worked in a shift. It is, however, understood that this shall be done in such a manner as to not stop the normal operation of the job.

ARTICLE 24 - DRINKING WATER AND CLOTHES ROOM

- A. The Employer shall furnish suitable fresh (and cold where practical) drinking water from a piping system or from a clean, covered container having a faucet, together with disposable cups.
- B. The Employer shall provide a room of adequate size in which employees may change and dry their clothes and eat their lunch and coffee breaks on all jobs of sufficient length to justify the provisions of such a room.
- C. The Employer shall provide, when necessary, a gang box with lock for the safekeeping of employee's personal tools.

ARTICLE 25 - WELFARE TRUST FUND

An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2013, the Employer shall contribute one dollar and ninety-six (\$1.96) for every hour worked by each employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Welfare Trust Fund by the 15th day of the month following the month in which the hours were worked.

It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Welfare contributions by the Employer.

If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective Agreement and as stipulated within the most current stated Ironworkers Central Health and Benefit Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of Contributions.

ARTICLE 26 - PENSION TRUST FUND

An Employer, being signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2013, the Employer shall contribute five dollars (\$5.00) for every hour worked by each employee covered by this Agreement.

Such contributions shall be forwarded to the Ironworkers (Manitoba) Local Union 728 Central Pension Trust Fund by the 15th day of the month following the month in which the hours were worked.

It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Pension contributions by the Employer.

If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective Agreement and as stipulated within the most current stated Ironworkers Central Pension Trust Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of Contributions.

ARTICLE 27 - IRONWORKERS TRADE IMPROVEMENT FUND

An Employer, being a signatory to this Agreement, hereby covenants and agrees to be bound by all terms of the Trust Agreement governing the Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement dated the 15th day of October, 1970 and all amendments thereto.

Effective May 1, 2013 and for the duration of this Agreement, the Employer shall contribute five cents (\$0.05) cents for every hour worked by each employee covered by this Agreement.

This fund will be administered by the Joint Trustees appointed by the Employers and the Union. The Employer shall, by the 15th day of the month following the month in which the hours were worked, mail such contributions to the Ironworkers Trade Improvement Fund (Manitoba).

Such monies will be used for the education of Apprentices, the testing of Welders and any purpose deemed necessary and advantageous for the Improvement of the Trade.

If any Employer shall fail to remit payments required to be made pursuant to the terms of this Collective Agreement and as stipulated within the most current stated Ironworkers Trade Improvement Fund (Manitoba) Trust Agreement, between the Union and the C.L.R.A.M. Structural Steel and Reinforcing Steel Trade Divisions, a penalty of 10% of the outstanding amount may be charged for any unpaid amount of contributions.

ARTICLE 28 - COMMUTING BEYOND PERIMETER HIGHWAY (NO BOARD ZONE)

- A.** For the purpose of this Agreement any job site or project situated within an area of ninety (90) kilometers from the Winnipeg perimeter highway shall be considered a commuting site.
- B.** All travelling within the area bound by a twenty-five (25) kilometer zone beyond the Winnipeg perimeter highway will be free of all time and travel expenses.
- C.** Employees who are required to work outside the boundary of the Winnipeg Perimeter Highway and commute daily shall be paid (.45) forty-five cents per km Travelling Time, plus (.40) forty cents per km Car Allowance from the edge of the free zone to the job site and return up to a maximum total payment of eighty dollars (\$80.00) per day worked.
- D.** All travelling time by ground transportation and allowances shall be based and rated on actual road kilometres to the project site by the shortest suitable numbered highway or road as designated on the Manitoba Provincial Highways Map.
- E.** When an employee accepts transportation provided by or arranged by the Employer, the employee shall be paid a travel time allowance of (.40) forty cents per km beyond the free zone to the job site and back to the free zone daily.

ARTICLE 29 - TRANSPORTATION AND BOARD (BEYOND COMMUTING ZONE)

A. Board Expense Refund: For the purpose of this Article there shall be two zones established.

ZONE A: Beyond 90 – 235 kilometers from Winnipeg Perimeter Highway

On out of town work within an area from ninety (90) road kilometers to two hundred and thirty-five (235) road kilometers from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance as follows:

Effective May 1, 2013: \$130.00 per day worked for the duration of the Agreement.

ZONE B: Beyond 235 kms from Winnipeg Perimeter Highway

On out of town work outside two hundred thirty-five (235) road kilometers from the Winnipeg Perimeter Highway, the employee shall be paid by the Employer a minimum subsistence allowance per seven (7) day week as follows:

Effective May 1, 2013: \$150.00 per 7 day week for the duration of the Agreement.

On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the daily allowance will be adjusted to conform to the local conditions.

If the Canada Day Holiday or the Remembrance Day holiday falls on a Tuesday, Wednesday, or Thursday, the subsistence allowance will be payable for the holiday provided the employee works the scheduled shifts before and after the holiday.

NOTE#1: The Employer shall pay the room and board allowance on the Friday of the first complete week worked.

In or near cities and towns where the employees have a choice of board accommodations, they will make their own arrangements as to room and board.

On projects where the Employer makes board arrangements on behalf of the employee either in a camp or otherwise, and pays the cost of same, the Employer will absorb this cost.

Board Expense Refund will not be paid to or for any employee when he is absent from work without permission of the Foreman in charge of the project but it will be paid when work is delayed due to inclement weather or other emergency.

No Board Expense Refund will be paid to employees who are hired on the job or who live (for minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometer radius of the project site except on projects where there is a camp and where the work is so located that local men cannot live at home.

At the discretion of the Employer, Board Expense Refund may be allowed to a Journeyman hired on the job for a project which is outside of his home district but such employee will not have any claim to his Board Expense Refund unless he is promised this Expense Refund at the time he is hired.

B. Transportation Expense and Traveling Time: (Beyond Commuting Zone):

(1) When an employee is instructed by the Employer or by the Union at the request of the Employer, to travel to a project where he will be entitled to Board Expense Refund in accordance with Section (A) of this Article, he will be entitled to transportation expense and traveling time allowances and shall receive the following:

(i) **ZONE A:** Described as that area beyond 90 km – 235 km of the Winnipeg Perimeter Highway.

Employees required to work within the Boundary of ZONE A shall be paid forty-five cents (.45) per km traveling time plus forty cents (.40) per km transportation allowance from the Winnipeg Perimeter Highway to the job site for the initial trip in and payment should be included on his first pay period.

Upon completion of the job or layoff the employee will be paid forty-five cents (.45) per km traveling time plus forty cents (.40) per km car allowance from the job site to the Winnipeg Perimeter Highway. Should the employee be required to return to the job site at a later date, all applicable allowances to be paid by the Employer as per initial dispatch.

Subsistence shall not be paid for travel days within ZONE A.

(ii) **ZONE B:** Described as that area beyond 235 km of the Winnipeg Perimeter Highway

Employees required to work beyond 235 km of the Winnipeg Perimeter Highway will be paid forty-five cents (.45) per km traveling time and forty cents (.40) per km car allowance from the Winnipeg Perimeter Highway to the job site for initial trip in. On projects beyond 235 km from the Winnipeg Perimeter Highway, subsistence allowance shall be paid for the initial day of travel to the job site.

An employee will not be entitled to transportation expense, traveling time and subsistence for travel day to the job site until he has been employed fifteen (15) calendar days or for the duration of the job whichever is the lesser and if he quits the job within this time and has been paid the above expenses the same will be deducted from his outstanding wages.

Upon completion of the job, layoff or twenty-nine (29) calendar day turnaround the employee will be paid forty-five cents (.45) per km traveling time and forty cents (.40) per km car allowance from the job site to the Winnipeg Perimeter Highway. Subsistence Allowance will not be paid for travel out following the last day worked.

An employee will not be entitled to return transportation allowance and traveling time until he has been employed twenty-nine (29) calendar days or for the duration of the job whichever is the lesser. Where the duration of the job is such that it will require employees to return at a later date, all applicable allowances are to be paid by the Employer as per initial dispatch.

When an employee working on a project outside two hundred and thirty-five (235) road kilometers from the Winnipeg Perimeter Highway completes his initial twenty-nine (29) calendar day period he shall be entitled to return transportation expense and traveling time on the following basis:

1st trip – 29 calendar days (1 day of travel + 28 days on site thereafter)

2nd tour and thereafter – 29 calendar days (1 day of travel + 28 days on site thereafter)

An employee after having completed twenty-nine (29) calendar days shall be entitled to seven (7) calendar days leave of absence (exclusive of travel days to and from the site).

Traveling time and transportation expense will not be paid to employees who live (for a minimum of three (3) months prior to the start date of the job in question) within a forty (40) kilometer radius of the project site.

A travel free zone of twenty (20) kilometer radius will surround all out of town projects. Beyond this twenty (20) kilometer radius the rates as listed in the Article will apply to employees who are not local residents as defined above. The twenty (20) kilometer radius free zone will not apply to the initial and final trips to a project.

An employee is not entitled to transportation expense or traveling time if he is hired on the job.

C. Company supplied or arranged transportation (delay involved):

When an employee accepts transportation provided by or arranged by the Employer he shall be entitled to travel time for any delay which may occur while in transit to or from the project site. Traveling time (for the duration of the delay only) will be at the employee's straight time rate (excluding Welfare, Pension and Trade Improvement Fund Contributions) for the actual delay hours to a maximum eight (8) hours pay for any twenty-four (24) hour period. Each eight (8) hours paid for continuous delay shall entitle the employee to one (1) day's Board Expense Refund.

In situations where employees are required to travel by plane or train to the job site, the transportation expense will be the equivalent of one return fare plus actual travel time to a maximum (8) eight hours for any twenty-four (24) hour period at the employees straight time rate of pay. If overnight travel by train is required, the Employer shall furnish a berth if such is available.

ARTICLE 30 – PAYDAYS, LAYOFFS, DISCHARGE AND EMPLOYEES QUITTING

- A.** The regular payday shall be once a week on such a day as agreed between the Company and the Union. Wages shall be paid on Company time during regular assigned hours in cash, cheque or by direct deposit (as determined by the Employer) which will be negotiable without charge (on direct deposit, the Employer will deliver the payroll stub to the job site by pay day). The parties agree that the Employer will not implement a direct deposit payroll until four (4) months have elapsed from the date of signing of this Collective Agreement in order to allow the Local Union with sufficient time to review this matter with its members.
- B.** Where Ironworkers are laid off or discharged they shall be paid in cash or by cheque which shall be negotiable at par and the payment shall be made immediately where possible but the payment shall be made or mailed (Priority Post or Registered Mail) not later than three (3) business days of the layoff or the next closest payroll period, whichever is soonest. In the case of employees working on large shutdown projects such period shall be extended by one (1) regular working day after termination of employment.

Records of employment shall be forwarded by Registered Mail or Priority Post within five (5) business days of layoff or discharge or held at the Company's Office, whichever is designated by the employee.

When an employee quits of his own accord, he shall be paid not later than one (1) business day of the regular pay day and records of employment shall be forwarded by Registered Mail or Priority Post not later than five (5) business days of the regular pay day.

The parties agree that should an Employer fail to comply with the provisions of Article 30, a 50% penalty may be invoked by the Union, provided the Union has discussed the issue with the Employer and upon failure to reach a resolve the Union shall notify the Employer by fax or Priority Post that this clause will be enacted as of the date of notification.

- C. Ironworkers being laid off shall be given one (1) hours notice of layoff during regular working hours and shall be paid the appropriate rate (i.e. straight time or overtime) during this time to gather their personal belongings, check in tools and pick up wages.

ARTICLE 31 –TOOLS AND SAFETY EQUIPMENT

- A. The Employer will reimburse the employee for all reasonable losses associated with fire or theft (in the job trailer and/or gang box) of the employee’s working clothes and working equipment at the work site (provided appropriate receipts are provided).

The Employer will reimburse the employee for all reasonable losses associated with fire of the employee’s belongings and working equipment at a camp site (provided appropriate receipts are provided) to a one time employee maximum of \$500.00. To qualify for the \$500.00 coverage an employee must submit a list of his personal effects, prior to becoming a resident of the camp, to his Employer.

- B. On abnormally dirty maintenance, revamp and repair work, in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Agreement.
- C. The Employer will supply all safety equipment as directed by the Manitoba Occupational Health and Safety Act.
- D. The Employer shall supply all hand tools and equipment necessary to complete the job.

Employees are required to furnish the following tools:

- a. Pliers
- b. Wire reel
- c. Wire cutters
- d. Tape measure/ruler
- e. Appropriate rigging belt to carry tools

Tools listed from (a) to (e) when broken on the job, not through employee negligence, shall be replaced by the Employer provided the broken tool is immediately provided to the Employer at that time.

An employee may be deducted from his outstanding wages for cost of tools and equipment which the employee signed for and failed to return to the Employer.

- E.** The Employer shall provide a room of adequate size to be equipped with a heating device and an air conditioner unit where practicable in which employees will eat their lunch, have their coffee breaks and may change and dry their clothes on all jobs of sufficient length to justify the provision of such a room.
- F.** The Employer and the Union hereby declare their intent to conduct a safe and healthy operation. The Employers and employees recognize that all work will be performed in accordance with the Manitoba Workplace Safety and Health Act and its regulations and any amendments thereto.
- G.** In consideration of the mutual benefits likely to be obtained, safety meetings shall be held on all projects on a weekly basis or at any time deemed necessary for the purpose of improving the health and safety of employees.
- H.** If employees or the Union have specific sanitary concerns with respect to a job site where men are employed, these concerns will be immediately raised with the Employer. The Employer commits to addressing these concerns to the best of its abilities with the General Contractor/Project Manager.
- I.** The Employer shall furnish suitable fresh and cold where practical, drinking water from a piping system or from a clean, covered container having a drain faucet, together with disposable cups.
- J.** Where wash-up facilities are not provided, hand cleaners will be made available for the use of the employees.
- K.** The Employer shall supply work gloves which are seasonably and job appropriate to their employed Ironworker.

ARTICLE 32 - FIRST AID

The Employer shall comply with all provisions enacted by or under the Workers Compensation Board including the requirements to place First Aid Kits supplied on all job sites. Same to be inspected and kept fully supplied at all times by the Employer.

ARTICLE 33 - ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner the Union and the Employer agree that all Employers who are not members of the Ironworkers-Reinforcing Trade Division of the Construction Labour Relations Association of Manitoba shall contribute an amount in cents per hour as specified by the Construction Labour Relations Association of Manitoba, for each hour for which wages are payable to the Construction Labour Relations Association of Manitoba. Such contributions shall be directed to the Ironworker Industry Promotion Fund which shall be administered by the parties benefit plan Administrator. The Local may endeavour to facilitate that the Employers will contribute the applicable amounts to the fund.

The current C.L.R.A.M. fee is ten (10¢) cents per hour with a twenty (\$20.00) dollar minimum per month and is subject to review by the membership of the Association. Accordingly, the parties benefit plan Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of \$0.10 per man hour worked based on the contributions received. Further, the Administrator shall provide on a monthly basis with each remittance to the C.L.R.A.M., a detailed listing of all contributing Employers and the total amount of hours worked for each Employer. Such remittance shall be post marked no later than the 20th day of each month following the month the hours were worked. All costs associated with the administration of these contributions shall be borne solely by the C.L.R.A.M.

ARTICLE 34 – IMPACT CONTRIBUTIONS

The Employer shall contribute three quarters of one percent (3/4 of 1%) of the applicable hourly Journeyman wage rate for each hour worked to the Ironworkers Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust Fund, of which the general purpose of this Trust includes the improvement and development of the Union ironworking industry through Education, Training, Communication, Cooperation and government lobbying and legislative initiatives. The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust Agreement policies and resolutions.

SIGNED AND SEALED by the authorized officers of the Construction Labour Relations Association of Manitoba on behalf of the members of the Ironworkers-Reinforcing Contractors Trade Division at Winnipeg, Manitoba this _____ day of _____, 2013.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

Per _____
A. Schleier, Chairman

Per _____
P. Wightman, Executive Director

SIGNED at Winnipeg, Manitoba this _____ day of _____, 2013 on behalf of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 728 Winnipeg and its members.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS, LOCAL 728

Per _____
D. Pelletier
President

Per _____
R. Kozubski
Business Manager

The members of the C.L.R.A.M. Ironworkers-Reinforcing Contractors Trade Division as of the date of signing this Agreement are:

- Bergen Reinforcing Inc.
- Dominion Bridge Inc.
- Jacobs Industrial Services Ltd.
- Kimbe Reinforcing Ltd.
- Universal Reinforcing Inc.

LETTER OF UNDERSTANDING
BETWEEN
THE IRONWORKERS - REBAR CONTRACTORS TRADE DIVISION
OF THE
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA
AND
LOCAL UNION 728
OF
THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRONWORKERS

The above referenced parties agree to establish a balanced working group whose purpose is to review and attempt to standardize the language of the Collective Agreement with the language of other Manitoba Building Trades Collective Agreements.

In accordance of the foregoing, the parties have affixed their signatures this _____ day of _____, 2013.

For the Union: Local 728

For the Employer: C.L.R.A.M.
Ironworker – Reinforcing Contractors Trade
Division

D. Pelletier, President

P. Wightman, Executive Director

R. Kozubski, Business Manager

LETTER OF UNDERSTANDING

Progressive Discipline Guideline

The C.L.R.A.M.'s Ironworkers Reinforcing Contractors Trade Division and the Ironworkers, Local 728 agree that the following "Progressive Discipline Guideline" will be implemented on all job sites where Local 728 members work for these Contractors. This Guideline will become effective on May 1, 2007 and will be posted at all affected job sites and will be provided to all employees prior to its implementation date.

In order for this guideline to be fair and equitable in its application, it is essential that the employee understand that he has the right to be accompanied by his Job Steward or another Local 728 member during all disciplinary meetings with his Supervisor. The employee may choose to waive this right, and if he does so, this point should be noted and signed off by the employee in question.

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the same infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Examples would be: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers, etc.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction) the employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.

3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, he will be suspended from employment for a period of time without pay and will be given a final warning.

This warning clearly will normally specify discharge as the result of another infraction This step may be repeated, however, for example, a one-day, then a five-day suspension.

4. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

The employee may also be immediately discharged, at the Contractors discretion, for gross disciplinary conduct.

Examples of gross disciplinary conduct: fraud, severe Health and Safety policy violations, severe work place disruptions, workplace violence and/or intimidation, etc.

5. The Employer and the Union recognize that some instances of serious disciplinary misconduct might, in the circumstances, amount to just cause for a suspension or discharge, without prior warning. Examples might include fraud or theft, several health and safety violations, severe work place disruptions, violence and/or intimidation, etc., although in all cases the disciplinary penalty imposed is reviewable by an Arbitrator.

In accordance of the foregoing, the parties have affixed their signatures this _____ day of _____, 2013.

FOR THE C.L.R.A.M.

FOR LOCAL NO. 728

APPENDIX “A”

All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction and wire mesh of any type when used for reinforced concrete construction shall be done by Reinforcing Ironworkers.