

**IRON WORKERS COMMERCIAL AND INDUSTRIAL
AGREEMENT
STRUCTURAL AND
MISCELLANEOUS STEEL
PROVINCE OF NEW BRUNSWICK**



**IRONWORKER
LOCAL 842**

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING
IRONWORKERS**

**2019
to
2023**

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ARTICLE 1 – RECOGNITION

- A. The Employer recognizes the Union as the bargaining agent for the bargaining unit consisting of all General Foremen, Foremen, working Foremen, Journeymen and Apprentices engaged in handling, erecting, rigging, welding and demolition of bridge, structural, miscellaneous steel, ornamental metalwork and all other work normally performed by the Union but excluding above the rank of General Foreman, office Employees and those excluded by sections of the Labour Relations Act.
- B. The Employer recognizes the Unions' jurisdictional claim to that work normally performed by the Ironworkers that can be supported by Decisions of Record of the National Joint Board for the Settlement of Jurisdictional Disputes or Trade agreements between the Ironworkers and other Unions.

ARTICLE 2 – PURPOSE

- A. The purpose of this agreement is to promote peace and harmony between the Employer and its Employees; to facilitate the peaceful adjustment of all disputes and grievances; to prevent strikes, lockouts and any unnecessary expense or delay in the work involved.

ARTICLE 3 – NO DISCRIMINATION OR INTIMIDATION

- A. 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.
- B. 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 Employer's operations during any Employee's working hours. Continuance of these practices by an Employee after warning will be considered cause for discharge.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- A. The Employer agrees that there will be no lockout during the term of the agreement.
- B. The Union agrees that there will be no strike or slow down, either complete or partial, or other collective action, which will stop or interfere with operations during the term of this agreement. Participation by an 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.
- C. All Employees of the Employer not covered by this agreement will have access to any erection project wherever required by the Employer.

ARTICLE 5 – MANAGEMENT RIGHTS

- A. 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 such rules relating to erection operations, as it shall consider advisable, providing such rules shall not be inconsistent with the terms of this agreement.

ARTICLE 6 – STEWARDS

- A. A Steward shall be an Employee who shall be a qualified journeyman and a Union member in good standing, appointed by the Business Manager of the Union. It shall be his duty to assist the Employer and Union members in carrying out the provisions as are set out in this agreement. He shall be allowed reasonable time to perform such duties by the Superintendent, General Foreman or Foreman on the job.
- B. When a Steward is appointed, the Business Manager will advise the Employer the name of the man so appointed. The Employer shall notify the Union when the employment of the Steward is terminated.
- C. When any part of a crew is required to work overtime and the Steward is qualified to perform the type of work required, he shall be given preference in such overtime work. Should the Employer fail to comply with the above, the shop steward shall suffer no financial loss.
- D. Subject to all other items and conditions of this agreement, the Steward shall be the second last man remaining on the job, provided the Steward is qualified to perform the work.

ARTICLE 7 – BUSINESS MANAGER

- A. The Business Manager of the Union will be granted permission to visit jobs on working days, but not the privilege of contacting or interviewing Employees during working hours, except Union Stewards or Employer supervisors on matters pertaining to this agreement.
- B. If restrictions outside the control of the Employer prevent the Business Manager access to a job or project, the Employer will recommend that privileges be granted for the purpose outlined in paragraph “A”.

ARTICLE 8 – GRIEVANCE PROCEDURE

- A. It is the mutual desire of the Parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievances until he has first given his Superintendent, General Foreman or Foreman an opportunity to adjust his complaint. The Employee must advise his Superintendent, General Foreman or Foreman not more than one (1) working day after the occurrence of the incident and the Superintendent, General Foreman or Foreman must reply within four (4) working days after the occurrence of the incident. Should the complaint of the Employee not be satisfactorily adjusted, it shall be fully described in writing, with or without the aid of the Steward, and submitted to the Superintendent, General Foreman or Foreman and to the office of the Employer within seven (7) working days of the occurrence of the incident, and may then become a subject of discussion as provided in the following paragraph.
- B. The grievance shall be discussed at a meeting between the Business Manager of the Union and the Employer, or their designated representative. If the grievance is not then settled to the satisfaction of both Parties within a reasonable period of time, then at the request of either Party to this agreement, the grievance may be referred to arbitration.
- C. If arbitration is to be invoked, the request for arbitration must be made within ten (10) days after the meeting between representatives of the Union and the Employer.

ARTICLE 9 – IMPARTIAL UMPIRE

- A. When a difference arises between the Parties relating to the interpretation, application or administration of this agreement, including any question as to whether the matter is arbitral, or where an allegation is made that this agreement has been violated, either of the Parties may, within ten (10) working days after exhausting any grievance procedure established by this agreement, notify the other Party in writing of its desire to submit the difference to an impartial umpire. The Business Manager of the Union and the Employer or their designated representatives, shall meet within forty-eight (48) hours after receipt of such notice and attempt to select by agreement an impartial umpire who shall not be a member of the Employer or of the Union. If they are unable to agree upon such an umpire within a period of twenty-four (24) hours, then the umpire shall be designated or appointed by the Minister of Labour for the Province of New Brunswick.
- B. The impartial umpire shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any Employees affected by it.
- C. No person may be appointed as an impartial umpire who has been involved in an attempt to negotiate or settle the grievance, or who is a member of the Employer or the Union.
- D. Each of the Parties hereto shall bear one-half (1/2) of the expenses and remuneration of the impartial umpire.
- E. At any stage of the grievance procedure the conferring Parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring Parties to have access to the job site and to view disputed operations and to confer with the necessary witnesses.
- F. The Parties agree that the impartial umpire set up under this Article shall not have the power to add to, delete from, change, or make any decision contrary to the provisions of this agreement, and the umpire in rendering his decision shall be governed by the provisions of this agreement and by past practices, where such have not been specifically altered or provided for in this agreement.
- G. The Parties agree to abide by the provisions of Article 8 - Grievance Procedure and Article 9 – Impartial Umpire, as a means of resolving any differences, which may arise during the term of this agreement. All Employees shall continue to work as usual and the Employer shall continue its normal operating practices during the resolving of such differences.

ARTICLE 10 – SCHEDULES

Attached hereto and forming part of this Agreement are the following schedules:

SCHEDULE “A” - Consisting of Article A1 - A21 inclusive outlines the regularly assigned hours of work, statutory holidays, overtime regulations and certain working conditions, and rules governing same.

SCHEDULE “B” - Consisting of Article B1 – B7 inclusive, outlines the various job classifications and wage rates applicable to each.

SCHEDULE “C” - Consisting of Article C – Industrial Projects Definition.

ARTICLE 11 – WATER AND LUNCH ROOMS

- A. The Employer shall furnish fresh drinking water, with ice, on a daily basis, in suitable sanitary containers and individual paper cups will be provided.
- B. The Employer shall provide suitable smoke free accommodation for Employees to change and eat lunch on jobs. On jobs where only one trailer is required it shall be smoke free. The accommodations shall be fitted with sufficient seats or benches, tables, lights, and heat when necessary. The Employer shall not store tools in this accommodation.
- C. Adequate clean and sanitary toilet facilities will be made available through the Employer. Toilet facilities will be heated if practical.
- D. Every effort shall be made by the contractor to supply hand cleaning facilities. Fresh drinking water container shall not be used as a hand cleaning facility.

ARTICLE 12 - JURISDICTIONAL DISPUTES

- A. It is agreed that should a dispute of a jurisdictional nature arise with respect to the work covered by this agreement, the Employer will make an assignment of the disputed work. It is further agreed that work is to continue uninterrupted as assigned pending a final settlement or decision.
- B. When possible, the dispute shall be settled locally by the Unions involved. If the dispute cannot be settled locally by the Unions involved, it shall be submitted to the International Unions involved for settlement. In the event the dispute is not settled to the satisfaction of all Parties by the International Unions involved, the dispute shall then be settled in accordance with the Impartial Jurisdictional Disputes Board procedures or such other plan or method that may be adopted in the future by the Building and Construction Trade Department A.F.L.C.I.O. The decision rendered shall be final and binding on all Parties.

ARTICLE 13 – DURATION OF AGREEMENT

- A. This agreement will become effective on May 01, 2019 and will remain in full force and effect until midnight April 30th, 2023 (For Commercial please refer to B8) and from year to year there after, unless written notice to terminate or modify the agreement is filed by either Party not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiration of any such one 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.

ARTICLE 14 – NOTICES

- A. Any notice required to be given to the Union shall be effectively given when mailed to:

International Association of Bridge, Structural, Ornamental
and Reinforcing Ironworkers,
Local Union No. 842
Suite 214, Building "B"
580 Main Street
Saint John, New Brunswick, E2K 1J5

or such other address as the Union may have supplied to the Employer.

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

or such other address as the Employer may have supplied to the Union.

**IRON WORKERS COMMERCIAL AGREEMENT
STRUCTURAL AND
MISCELLANEOUS STEEL
PROVINCE OF NEW BRUNSWICK**



**IRONWORKER
LOCAL 842**

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING
IRONWORKERS**

**2019
to
2023**

**** The parties agree that the wage rates for All Work, Other Than Industrial shall be reviewed on or following April 30th, 2021 ****

SCHEDULE "A"

HOURS OF WORK, GENERAL WORKING CONDITIONS, OVERTIME REGULATIONS, ETC.

ARTICLE A1 – HOURS OF WORK

- A. The Employer does not guarantee to provide work to any Employee for regularly assigned hours or for any other hours.
- B. Regularly assigned hours, day shift:
- | | | |
|---|---|----------|
| Starting time: Monday to Friday inclusive | - | 8:00 AM |
| Quitting time: Monday to Friday inclusive | - | 4:30 PM |
| Total regularly assigned hours per week | - | 40 hours |

Exceptions as to regularly assigned hours may be arranged by mutual consent of the Employer and the Business Manager.

- C. The Employer has the right of scheduling work between the hours of 7:00 AM and 6:30 PM commencing Monday through Friday, consisting of four (4) ten (10) hour days or four (4) nine (9) hour days and one (1) four (4) hour day to constitute a forty (40) hour week. In the event of a holiday when a four (4) ten (10) hour day work week is in effect, three (3) ten (10) hour days shall be worked, when a four (4) nine (9) hour day and one (1) four (4) hour day work week is in effect then three (3) nine (9) hour days and one (1) four (4) hour day shall be worked. In the event that two (2) holidays occur in the same week, Monday thru Friday inclusive, there shall be three (3) shifts of regularly assigned eight (8) hours, exclusive of overtime.
- For all structural work on non-Industrial Projects (as defined in Schedule "C" of this Agreement), when a four (4) ten (10) hour work week is in effect, make-up time at the regular rate of pay shall be permitted on Fridays up to a maximum of eight (8) hours.
 - On a four (4) nine (9) and one (1) four (4) hour work week make-up time will be permitted on Friday consisting of no more than one (1) hour per day lost, due to inclement weather.
- D. When a four (4) ten (10) hour day work week is in effect and when expense allowance is payable in accordance with the provisions of Article A4, living allowance shall be payable as if the Employee was working a five (5) eight (8) hour day work week, i.e. five (5) days living allowance is payable. If an employee works three (3) days and is laid off or sent home he shall be compensated for four (4) days living allowance unless the employee fails to report for work or leaves on his own accord without authorization then he shall be compensated for three (3) days living allowance.

- E. Employees will be allowed one half (1/2) hour for lunch, without pay, at the mid point of the shift to a maximum of ten (10) hour shift. If required to work more than one (1) hour past the commencement of the normal lunch break then overtime shall apply until one half (1/2) hour lunch is allowed. Employer will not intentionally schedule work during designated lunch break.

ARTICLE A2 – TRAVELLING ALLOWANCE

- A. A person who has reported for work and whose permanent residence is, in accordance with Article A4 G, one hundred (100) kilometers or more from the job site shall be entitled to travelling allowance. Travelling allowance shall be paid at the rate of; fifty-five cents (.55¢) per kilometer, from the permanent residence to job site and/or job site to job site. One way travelling allowance shall be paid on the first regular pay day. Return travelling allowance will be paid subject to Article A7.

An Employee who resides outside of New Brunswick and has qualified for expense allowance will be paid travelling allowance from the nearest border of New Brunswick to the jobsite.

- B. To qualify for one way travelling allowance other than commuting, a person must work on the job for at least twenty (20) working days, except in cases where less than twenty (20) working days are required to complete the job. To qualify for return travelling allowance, a person must work on the job for at least fifty (50) working days or for the duration of the job, whichever is shorter.

ARTICLE A3 – TRAVELLING TIME

- A. When travelling from job site to job site, the Employer shall pay prevailing straight time rates of pay to an Employee required to travel at any time from Monday to Friday at the rate of one (1) hour's pay for every seventy (70) kilometers travelled via the most direct route travelled by automobile. In no case shall the daily travelling allowance exceed eight (8) hours per twenty-four (24) hours for such time. Travelling time shall be paid the first regular pay day.

ARTICLE A4 – EXPENSE ALLOWANCE

- A. When an employee has been required to travel to the jobsite and **whose permanent residence is in accordance with Article A4 G, one hundred (100) kilometers or more from the job site, has qualified for travelling allowance under Article A2**, the Employer will pay the Employee one hundred dollars (\$100.00) for each day reported for work. Effective May 1, 2020 (\$105.00). Effective May 1, 2021 (\$110.00). Effective May 1, 2022 (\$115.00). If accommodation cannot be obtained at this rate and no suitable lodging arrangements are made (ie, Camp, Hotel, etc.), the Employer shall pay the full cost of the board. This allowance will not apply where Employees can be accommodated in lodging arranged for by the Employer, complete with the following; hot showers, sufficient heat, lights, hot meals, lunches and comfortable sleeping quarters. Expense allowance shall be paid weekly.
- B. If any Employee is required to report and works the assigned hours, except for inclement weather, either Saturday or Sunday, and is entitled to expense allowance for the previous Friday and the following Monday, he will be entitled to expense allowance for Saturday and Sunday.
- C. An Employee shall not be entitled to expense allowance if the job site is within one hundred (100) kilometers of his permanent residence.
- D. Expense allowance will not be deducted from an Employee's pay except under the following circumstances:
1. Expense allowance will be forfeited for absenteeism on any working day.
 2. Expense allowance will be forfeited for a holiday if an Employee fails to report for work when work is available on the working day immediately preceding and/or following such holiday.
 3. Expense allowance for a day of inclement weather will be forfeited if an Employee fails to report for work within two (2) hours of the beginning of his shift.
- E. Forfeiture of expense allowance may be waived in any case if the reason for absenteeism is acceptable to the Employer.
- F. When working a four (4) ten (10) hour days work week and an Employee works Friday as overtime and has qualified for expense allowance, he shall be paid six (6) days expense allowance.

- G. For purposes of Article A2, A4 and A5, when a question arises as to whether an employee qualifies for travel, expense or commuting 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, expense or commuting allowance, for the purpose of the Collective Agreement, the following factors will be taken into consideration and documentation must be provided by the employee:
- 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

ARTICLE A5 – COMMUTING ALLOWANCE

- A. When an Employee commutes to a job site within one hundred (100) kilometers from his permanent residence, in accordance with Article A4 G, the following graded daily commuting allowance shall apply via the most direct and main route traveled by automobile. Commuting allowance shall be based on one way travel only and shall be paid weekly.

0	-	59.9 km	NIL
60	-	99.9 km	\$50.00 (One way mileage)

ARTICLE A6 – OVERTIME REGULATIONS

- A. The Employer may require Employees to perform work in excess of their regularly assigned hours.
- B. When a five (5) x eight (8) hour work week is in effect (Monday to Friday inclusive)

The first two (2) hours per day worked after the regularly assigned eight (8) hours, Monday to Friday inclusive, shall be paid at the rate of time and one-half (1-1/2x). All other overtime hours worked Monday to Friday inclusive shall be paid at the rate of double time (2x). All time worked on a Saturday and Sunday shall be paid for at the rate of double time (2x).

- C. When a four (4) x ten (10) hour work week is in effect (Monday to Friday inclusive),

All work performed on Friday, other than make-up time (as defined in Article A1.C), shall be paid at the rate of time and one-half (1-1/2x) for the first 10 hours worked that day. All other overtime hours worked Monday to Friday inclusive shall be paid at the rate of double time (2x). All time worked on Saturday and Sunday shall be paid for at the rate of double time (2x).

- D. All time worked on the following holidays shall be paid for at the rate of double time (2x).

New Year's Day	Family Day
Christmas Day	Boxing Day
Good Friday	Canada Day
Remembrance Day	Labour Day
Victoria Day	Thanksgiving Day
New Brunswick Day	

If Canada Day or Remembrance Day falls during the work week, that date will be respected.

- E. 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 between the Employer and the Business Manager.
- F. 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. When working four (4) nine (9) hour days and one four (4) hour day condensed work week, meals will be supplied after one and a half (1 ½) hours of overtime and at four (4) hour intervals thereafter. However, when working a four (4) ten (10) hour condensed shift work week, meals shall be supplied after one half (1/2) hour of overtime 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.

ARTICLE A7 – WAGE PAYMENT AND QUITTANCE PAY

- A. Except under circumstances beyond the control of the Employer, wages and all monies owing shall be paid weekly during working hours on Thursday by cash or cheque in a sealed envelope, or by direct deposit. A clear statement of hours worked, earnings, deductions and contributions shall be provided to the employee weekly. Where cheques are used, said cheques are to be negotiable at par.
- B. If Thursday or Friday is a holiday, every reasonable effort will be made to pay on Wednesday.

If a four (4) ten (10) hour work week is in effect, every reasonable effort will be made to pay on Wednesday.
- C. When final payment is issued to the Employee by cheque, the Employer shall send by Priority Post, within three (3) working days of termination, to Employees who are terminated, their wages and all other monies owing. When final payment is issued to the Employee by direct deposit, the Employer shall send on the next regular pay day, to employees who are terminated, their wages and all other monies owing. The Employer shall submit the terminated Employee's employment record of earnings through the Online ROE program through Canada Revenue Agency.
- D. An Employee who quits of his own accord shall be paid on the next regularly scheduled pay day.

ARTICLE A8 – PAY FOR REPORTING TIME

- A. When a new Employee, after being 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.
- B. 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. Once an Employee has been put to work, he shall be paid a minimum of three (3) hours at his applicable rate of pay.

ARTICLE A9 – VACATION PAY AND HOLIDAY PAY

- A. The Employer shall pay vacation pay and pay in lieu of paid holidays to all Employees covered by this agreement at the following rates:

Vacation Pay	8%
Holiday Pay	3%

Vacation Pay and Holiday Pay shall be paid weekly.

ARTICLE A10 – APPRENTICES

- A. Employees hired as Apprentices shall receive wage rates as indicated in Schedule “B”, Article B7.
- B. There may be up to one (1) Apprentice to three (3) Journeymen on the job, however after the six (6) working Journeyman one (1) Apprentice shall be employed on the job. This ratio of six (6) to one (1) shall be maintained for all increases in the work force if indentured Apprentices are available. On ornamental work which is normally performed by two (2) Journeyman Ironworker One (1) may be an Apprentice. These ratios may be changed with the approval of the Business Manager.
- C. The criteria for certification under the Apprenticeship and Occupations Certification Act to challenge for the Journeyman Iron Worker Certification Exam requires five thousand four hundred (5,400) hours. Upon successful completion of said exam, the Apprentice shall obtain Journeyman status and shall receive Journeyman’s rate as indicated in Schedule “B”, Article “B1”. The Employer may verify with the Union, the number of hours the Apprentice has completed, prior to the commencement of work.

ARTICLE A11 – COFFEE BREAK

- A. It is agreed that all Employees of the Employer covered by this agreement will be permitted time once in each half of their respective shifts a coffee break on the site during regular working hours. This break shall not exceed ten (10) minutes.
- B. If two (2) or more hours of overtime are scheduled, the Employee shall be allowed a coffee break at the end of the regular shift as outlined above and every two (2) hours thereafter, exclusive of meal breaks.

ARTICLE A12 – UNION DEDUCTIONS

- 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 of thirty-seven dollars (\$37.00) for the Journeymen and thirty-six dollars (\$36.00) for the Apprentices. Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted.
- B. Initiation fees shall be deducted weekly in such amount as may be notified officially in writing by Local Union No. 842. Remittance shall not be made later than the tenth (10th) day of the following month for the month deducted.
- C. Local Union No. 842 fees shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted, as per the following rates of 3.75% of the total package:

<u>EFFECTIVE DATE</u>	<u>STRAIGHT TIME HOURS WORKED</u>	<u>TIME AND A HALF HOURS WORKED</u>	<u>DOUBLE TIME HOURS WORKED</u>
May 1, 2019	\$1.87/hour	\$2.81/hour	\$3.74/hour

- D. All remittances shall be accompanied by a statement containing the name, social insurance number and straight time hours and overtime hours worked, for each Employee. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any remittance payments will be compelled to make payments on a weekly basis.
- E. The cheques shall be made payable to Iron Workers Local Union No. 842, Suite 214, Building "B", 580 Main Street, Saint John, New Brunswick, E2K 1J5.
- F. Should any increases in the above (A) and/or (C) be authorized in accordance with the applicable provisions of the Union, the Employer shall implement the increases upon receipt of notification from the Union.

ARTICLE A13 – UNION SECURITY

- A. The Employer agrees to employ members of Iron Workers Local Union No. 842 when available, either directly or through the Union office. **The Employer agrees to notify the Union office the names of the members to be hired directly prior to commencement of work.**
- B. If the Union is unable to supply members within two (2) working days of notification of request, then the Employer may hire other available men and shall submit to the Union office the names of the men so hired within two (2) working days after commencement of work. Employees hired under this clause cannot be transferred without being cleared through the Union office.
- C. The Employer agrees that as a condition of employment, all hourly paid Employees shall be required to sign an authorization card for all Union deductions.
- D. The Employer agrees, under paragraph “A”, all members hired shall become and remain members in good Union dues standing. The Employer agrees that Employees hired under paragraph “B” shall be first to be laid off the job.

ARTICLE A14 – IRONWORKERS LOCAL UNION NO. 842 BENEFIT PLAN (MAJOR MEDICAL AND DENTAL) AND PENSION PLAN

The Parties hereto agree to the Benefit Plan and the Pension Plan as follows:

- A. The trust documents under which the funds are controlled shall provide for equal trustees in number and in power appointed by each of the Parties hereto.
- B. The Benefit and Pension Funds and plans shall be professionally administered and managed.
- C. The Employer shall contribute on behalf of the Employee to the Benefit Plan, two dollars and seventy-five cents (\$2.75) at the regular rate of pay, four dollars and thirteen cents (\$4.13) for time and a half and five and fifty cents (\$5.50) for double time per hour for each hour paid. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis

- D. The Employer shall contribute on behalf of the Employee to the Pension Plan six dollars and twenty-five cents (\$6.25) at the regular rate of pay, nine dollars and thirty-eight cents (\$9.38) for time and a half and twelve dollars and fifty cents (\$12.50) for double time per each hour paid. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis.
- E. The cheque shall be made payable to Iron Workers Local Union No. 842 Benefit Plan and Pension Plan and forwarded to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local Union No. 842, Suite 214, Building "B", 580 Main Street, Saint John, New Brunswick, E2K 1J5. A copy of the remittance showing the name, social insurance number, straight time and overtime hours worked and amount contributed on behalf of each Employee shall be forwarded to the Union office.
- F. The Parties hereto agree that the Board(s) of Trustees appointed pursuant to the agreement and Declaration of Trust establishing the Benefit and Pension Plan shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed pursuant to this clause is hereby conferred jurisdiction to assess the amount of the contributions, and related costs.
- G. No grievance instituted by the Boards(s) of Trustees as Agent for the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- H. Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective agreement or the Board(s) of Trustees to proceed directly by way of civil action in the Court of Queen's Bench of new Brunswick, with respect to the collection of any outstanding contributions and related cost.
- I. Should any increases in the above "C" and/or "D" be authorized in accordance with the applicable provisions of the Union during the term of this agreement, the Employer shall deduct, and remit said increases upon receipt of notification from the Union.

ARTICLE A15 – SHIFT WORK AND PREMIUM

- A. It is agreed shift work or irregular hours may be necessary to suit job conditions, the following premiums will apply:
- B. When an afternoon or night shift is required, it shall consist of eight (8) hours work at the regular rate of pay plus a premium of four dollars (\$4.00) per hour. The premium will be based on every hour worked.
- C. Should a day, afternoon and night shift be required:
- The day shift shall consist of eight (8) hours work at eight (8) hours pay.
- The afternoon shift shall consist of seven and one-half (7½) hours work at eight (8) hours pay plus a premium of four dollars (\$4.00) for every hour paid.
- The night shift shall consist of seven (7) hours work at eight (8) hours pay plus a premium of four dollars (\$4.00) for every hour paid.
- D. A mandatory rest period of eight (8) hours minimum will be taken between shifts, unless requested by the Employer, in which case overtime will apply. The shift start time will not be changed to avoid paying overtime.
- E. For purposes of this article only the work week shall commence on Monday 8:00 AM and finish the following Saturday 8:00 AM.

ARTICLE A16 – TERMINATION

- A. The Employer shall give the Employees two (2) hours notice of lay-off or pay one (1) hour severance pay in lieu of such notice.

ARTICLE A17 – BEREAVEMENT PAY

- A. Employees will be granted bereavement leave with regular pay for two (2) days to attend the funeral of a member of the Employee's immediate family.
- B. The immediate family shall be defined as: spouse, mother, mother-in-law, father, father-in-law, daughter, son, sister and brother.

ARTICLE A18 – WELDING TEST

- A. Whenever a welding test is required by the Employer, it is agreed that the Employee, while taking such test, shall be in the employ of the particular Employer who required the test.

ARTICLE A19 – PROTECTIVE CLOTHING

- A. The Employer shall provide the following items when working conditions require their use: rain suits, working gloves, safety hats, welding shields (lenses for same), burning goggles, wire brushes, strikers, chipping hammers and welding gloves. The Employer shall supply welding leathers to Employees when required by the work to be performed.
- B. On dirty and corrosive maintenance, revamp and repair work, the Employer shall supply, free issue, clean, proper fitting coveralls and gloves in good condition, to the Employees affected.
- C. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

ARTICLE A20- TRADE IMPROVEMENT FUNDS

- A. The Employer shall contribute to the Trade Improvement Fund, seventy-five cents (\$0.75) for regular hours paid, one dollar and thirteen cents (\$1.13) for time and one half or one dollar fifty cents (\$1.50) for double time. 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 such money by cheque, accompanied by a statement showing the name, social insurance number, hours worked and amount of money contributed, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis.
- B. The cheque shall be made payable to Ironworkers Local Union No. 842 Trade Improvement Fund and forwarded to Suite 214, Building “B”, 580 Main Street, Saint John, New Brunswick, E2K 1J5.
- C. This fund shall be administered jointly by a committee consisting of two members of the Union and two representatives of the Employers.

- D. Local 842 will be responsible for providing and payment of the following mandatory safety training courses and safety requirements for members of Ironworkers Local 842:

Courses	Foreman	Journeyman	Apprentice
Workplace Hazardous Materials Information System "WHMIS"	X	X	X
Safety Orientation	X	X	X
Standard First Aid/CPR *	*	*	*
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		
Manlift Awareness (Aerial Work Platform)	X	X	X
Lockout	X	X	X
Alcohol and Drug Testing Requirements*	*	*	*

***As per Contractor's request.**

ARTICLE A21 – HEALTH & SAFETY

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.

SCHEDULE "B" WAGE RATES AND JOURNEYMEN

ARTICLE B1 – WAGE RATES

Effective May 1, 2019 - \$36.25/hour

Wage Package Distribution:

	Hourly Rate	V&H (11%)	Benefit (Hours Paid)	Pension (Hours Paid)	Trade Imp.Fund (Hours Paid)	Total Package
1-May -2019	\$36.25	\$3.98	\$2.75	\$6.25	\$ 0.75	\$ 49.98

ARTICLE B2 – JOURNEYMEN IRON WORKERS

- A. A Journeyman Iron Worker must have a thorough knowledge of all erection tools and equipment of his trade and must be experienced in all kinds of structural steel erection. He must be able to perform operations such as, but not limited to, the following in a safe and workmanlike manner.
1. Assemble and reeve erecting cranes, travellers, guy and stiff leg derricks, poles and similar equipment, jump guy derricks and move travellers, all under the direction of a General Foreman, Foreman or working Foreman.
 2. Hook on, climb, connect and signal the hoisting engineer.
 3. Erect scaffolds fit up and bolt joints in a proper fashion preparatory to riveting and perform all riveting and high strength bolting operations.
 4. Carry out the miscellaneous tasks, which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
 5. Carry out rigging work and power handling of mechanical equipment as required under the direction of the General Foreman, Foreman or working Foreman.
 6. Operate hand and power tools and the required power equipment necessary to perform the above items.

ARTICLE B3 – JOURNEYMAN WELDER

- A. A Journeyman Welder must be qualified "S" classification with class "O" in accordance with the requirements of the current Canadian Standard Association "W47.1" (certification of companies for fusion welding of steel structures). He must be able to adjust his welding machine and have a thorough knowledge of all the tools and equipment of his trade. He must also be able to perform operations such as, but not limited to, the following, in a safe and workmanlike manner;
1. Climb.
 2. Erect scaffolds for welding and be able to tie the necessary knots.
 3. Fit up work for welding.
 4. Be able to interpret welding symbols for drawings and be familiar with welding procedures.
 5. Burn and chip.

ARTICLE B4 – JOURNEYMAN MISCELLANEOUS & ORNAMENTAL METALWORKERS

- A. This work will include, but will not be limited to, the following; interior and exterior stairs, fire escapes, grating, shelf angles, pipe railings, and hand railings, catwalks and other miscellaneous metalwork as may be required when not erected with structural steel.
- B. A Journeyman Miscellaneous and Ornamental Metalworker must have a thorough knowledge of all erection tools and equipment of his trade. He must be experienced in all types of architectural metal installation. He must be able to perform operations such as, but not limited to, the following, in a safe and workmanlike manner:
1. Climb and erect scaffolds as may be required.
 2. Be able to read erection and shop drawings as well as be able to interpret welding symbols and be familiar with welding procedures.
 3. Have a thorough knowledge of erection procedures for miscellaneous metal items.
 4. Have a minimum of five thousand four hundred (5,400) hours experience in erection of miscellaneous metal as well as described herein.

ARTICLE B5 – JOURNEYMEN RIGGERS

- A. A Journeyman Rigger must have a thorough knowledge of all rigging tools and equipment of his trade and must be experienced in all kinds of rigging and moving of vessels and equipment. He must be able to perform operations such as, but not limited to, the following in a safe and workmanlike manner. The work will include but will not be limited to the following when not being performed in conjunction with the erection of structural steel.
1. Hook on, climb and signal the hoisting engineer.
 2. Erect scaffolds carry out rigging work and power handling of mechanical tools and equipment as required under the general direction of the General Foreman, Foreman or working Foreman.
 3. Carry out all miscellaneous tasks which arise on erection jobs such as tying knots, burning, drilling, reaming, etc.
 4. Operate hand and power tools and the required power equipment necessary to perform the above items.

ARTICLE B6 – SUPERVISION

- A. 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 six dollars (\$6.00) over the top rate being paid to the Journeymen Ironworkers on the job.
- B. A Foreman or working Foreman is a Journeyman who has been selected by the Employer to direct a group of men and supervise the work without the regular direction of a Superintendent or General Foreman. While so employed, the Foreman shall be paid four dollars (\$4.00) over the top rate being paid to the Journeyman Ironworkers on the job.
- C. On each job site a Journeyman Iron Worker shall be appointed as a working Foreman when three (3) Iron Workers are employed.
- D. When three (3) or more Iron Worker Foremen are employed there shall be an Iron Worker General Foreman. Any additional supervision shall be at the discretion of the Employer. The General Foreman will only supervise Foremen.

ARTICLE B7 - TRAINEE AND APPRENTICE STARTING RATES

Trainee

From 0 hours to 500 hours experience
(55% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$19.94/hour
May 1, 2020.....	\$19.94/hour
May 1, 2021.....	\$19.94/hour

Apprentice

From 501 hours to 1,800 hours experience
(65% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$23.56/hour
May 1, 2020.....	\$23.56/hour
May 1, 2021.....	\$23.56/hour

From 1,801 hours to 3,600 hours experience
(75% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$27.19/hour
May 1, 2020.....	\$27.19/hour
May 1, 2021.....	\$27.19/hour

From 3,601 hours to 5,400 hours experience
(85% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$30.81/hour
May 1, 2020.....	\$30.81/hour
May 1, 2021.....	\$30.81/hour

B8 – LETTER OF UNDERSTANDING:

The parties agree that the wage rates for All Work, Other Than Industrial shall be reviewed on or following May 1st, 2021.

**IRON WORKERS INDUSTRIAL AGREEMENT
STRUCTURAL AND
MISCELLANEOUS STEEL
PROVINCE OF NEW BRUNSWICK**



**IRONWORKER
LOCAL 842**

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING
IRONWORKERS**

**2019
to
2023**

SCHEDULE "A"

HOURS OF WORK, GENERAL WORKING CONDITIONS, OVERTIME REGULATIONS, ETC.

ARTICLE A1 – HOURS OF WORK

- A. The Employer does not guarantee to provide work to any Employee for regularly assigned hours or for any other hours.
- B. Regularly assigned hours, day shift:
- | | | |
|---|---|----------|
| Starting time: Monday to Friday inclusive | - | 8:00 AM |
| Quitting time: Monday to Friday inclusive | - | 4:30 PM |
| Total regularly assigned hours per week | - | 40 hours |

Exceptions as to regularly assigned hours may be arranged by mutual consent of the Employer and the Business Manager.

- C. The Employer has the right of scheduling work between the hours of 7:00 AM and 6:30 PM commencing Monday through Friday, consisting of four (4) ten (10) hour days or four (4) nine (9) hour days and one (1) four (4) hour day to constitute a forty (40) hour week. In the event of a holiday when a four (4) ten (10) hour day work week is in effect, three (3) ten (10) hour days shall be worked, when a four (4) nine (9) hour day and one (1) four (4) hour day work week is in effect then three (3) nine (9) hour days and one (1) four (4) hour day shall be worked. In the event that two (2) holidays occur in the same week, Monday thru Friday inclusive, there shall be three (3) shifts of regularly assigned eight (8) hours, exclusive of overtime.
- D. When a four (4) ten (10) hour day work week is in effect and when expense allowance is payable in accordance with the provisions of Article A4, living allowance shall be payable as if the Employee was working a five (5) eight (8) hour day work week, i.e. five (5) days living allowance is payable. If an employee works three (3) days and is laid off or sent home, he shall be compensated for four (4) days living allowance unless the employee fails to report for work or leaves on his own accord without authorization then he shall be compensated for three (3) days living allowance.
- E. Employees will be allowed one half (1/2) hour for lunch, without pay, at the mid point of the shift to a maximum of ten (10) hour shift. If required to work more than one (1) hour past the commencement of the normal lunch break then overtime shall apply until one half (1/2) hour lunch is allowed. Employer will not intentionally schedule work during designated lunch break.

ARTICLE A2 – TRAVELLING ALLOWANCE

- A. A person who has reported for work and whose permanent residence is, in accordance with Article A4 G, one hundred (100) kilometers or more from the job site shall be entitled to travelling allowance. Travelling allowance shall be paid at the rate of; fifty-five cents (.55¢) per kilometer, from the permanent residence to job site and/or job site to job site. One way travelling allowance shall be paid on the first regular pay day. Return travelling allowance will be paid subject to Article A7.
An Employee who resides outside of New Brunswick and has qualified for expense allowance will be paid travelling allowance from the nearest border of New Brunswick to the jobsite.
- B. To qualify for one way travelling allowance other than commuting, a person must work on the job for at least twenty (20) working days, except in cases where less than twenty (20) working days are required to complete the job. To qualify for return travelling allowance, a person must work on the job for at least fifty (50) working days or for the duration of the job, whichever is shorter.

ARTICLE A3 – TRAVELLING TIME

- A. When travelling from job site to job site, the Employer shall pay prevailing straight time rates of pay to an Employee required to travel at any time from Monday to Friday at the rate of one (1) hour's pay for every seventy (70) kilometers travelled via the most direct route travelled by automobile. In no case shall the daily travelling allowance exceed eight (8) hours per twenty-four (24) hours for such time. Travelling time shall be paid the first regular pay day.

ARTICLE A4 – EXPENSE ALLOWANCE

- A. When an employee has been required to travel to the jobsite and **whose permanent residence is, in accordance with Article A4 G, one hundred (100) kilometers or more from the job site, has qualified for travelling allowance under Article A2, Effective May 1,2019** the Employer will pay the Employee one hundred dollars (\$100.00) for each day reported for work. Effective May 1, 2020 (\$105.00). Effective May 1, 2021 (\$110.00). Effective May 1, 2022 (\$115.00). If accommodation cannot be obtained at this rate and no suitable lodging arrangements (ie. Camp, hotel... etc) are made, the Employer shall pay the full cost of the board. This allowance will not apply where Employees can be accommodated in lodging arranged for by the Employer, complete with the following; hot showers, sufficient heat, lights, hot meals, lunches and comfortable sleeping quarters. Expense allowance shall be paid weekly.

- B. If any Employee is required to report and works the assigned hours, except for inclement weather, either Saturday or Sunday, and is entitled to expense allowance for the previous Friday and the following Monday, he will be entitled to expense allowance for Saturday and Sunday.
- C. An Employee shall not be entitled to expense allowance if the job site is within one hundred (100) kilometers of his permanent residence.
- D. Expense allowance will not be deducted from an Employee's pay except under the following circumstances:
1. Expense allowance will be forfeited for absenteeism on any working day.
 2. Expense allowance will be forfeited for a holiday if an Employee fails to report for work when work is available on the working day immediately preceding and/or following such holiday.
 3. Expense allowance for a day of inclement weather will be forfeited if an Employee fails to report for work within two (2) hours of the beginning of his shift.
- E. Forfeiture of expense allowance may be waived in any case if the reason for absenteeism is acceptable to the Employer.
- F. When working a four (4) ten (10) hour days work week and an Employee works Friday as overtime and has qualified for expense allowance, he shall be paid six (6) days expense allowance.
- G. For purposes of Article A2, A4 and A5, when a question arises as to whether an employee qualifies for travel, expense or commuting 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, expense or commuting allowance, for the purpose of the Collective Agreement, the following factors will be taken into consideration and documentation must be provided by the employee:
- 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

ARTICLE A5 – COMMUTING ALLOWANCE

- A. When an Employee commutes to a job site within one hundred (100) kilometers from his permanent residence, in accordance with Article A4 G, the following graded daily commuting allowance shall apply via the most direct and main route traveled by automobile. Commuting allowance shall be based on one way travel only and shall be paid weekly.

0	-	30.9 km	NIL
31	-	60.9 km	\$40.00 (One way mileage)
61	-	99.9 km	\$50.00 (One way mileage)

ARTICLE A6 – OVERTIME REGULATIONS

- A. The Employer may require Employees to perform work in excess of their regularly assigned hours.
- B. All time worked after the regularly assigned hours on Monday to Friday inclusive shall be paid at the rate of double time (2x). All time on Saturday and Sunday shall be paid for at the rate of double time (2x).
- C. All time worked on the following holidays shall be paid for at the rate of double time (2x).

New Year’s Day	Christmas Day
Good Friday	Boxing Day
Canada Day	Remembrance Day
Labour Day	Victoria Day
Thanksgiving Day	New Brunswick Day
Family Day	

If Canada Day or Remembrance Day falls during the work week, that date will be respected.

- D. 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 between the Employer and the Business Manager.

- E. 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. When working four (4) nine (9) hour days and one four (4) hour day condensed work week, meals will be supplied after one and a half (1 ½) hours of overtime and at four (4) hour intervals thereafter. However, when working a four (4) ten (10) hour condensed shift work week, meals shall be supplied after one half (1/2) hour of overtime 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.

ARTICLE A7 – WAGE PAYMENT AND QUITTANCE PAY

- A. Except under circumstances beyond the control of the Employer, wages and all monies owing shall be paid weekly during working hours on Thursday by cash or cheque in a sealed envelope, or by direct deposit. A clear statement of hours worked, earnings, deductions and contributions shall be provided to the employee weekly. Where cheques are used, said cheques are to be negotiable at par.
- B. If Thursday or Friday is a holiday, every reasonable effort will be made to pay on Wednesday.
- If a four (4) ten (10) hour work week is in effect, every reasonable effort will be made to pay on Wednesday.
- C. When final payment is issued to the Employee by cheque, the Employer shall send by Priority Post, within three (3) working days of termination, to Employees who are terminated, their wages and all other monies owing. When final payment is issued to the Employee by direct deposit, the Employer shall send on the next regular pay day, to employees who are terminated, their wages and all other monies owing. The Employer shall submit the terminated Employee's employment record of earnings through the Online ROE program through Canada Revenue Agency.
- D. An Employee who quits of his own accord shall be paid on the next regularly scheduled pay day.

ARTICLE A8 – PAY FOR REPORTING TIME

- A. When a new Employee, after being 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.
- B. 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. Once an Employee has been put to work, he shall be paid a minimum of three (3) hours at his applicable rate of pay.

ARTICLE A9 – VACATION PAY AND HOLIDAY PAY

- A. The Employer shall pay vacation pay and pay in lieu of paid holidays to all Employees covered by this agreement at the following rates:

Vacation Pay	8%
Holiday Pay	3%

Vacation Pay and Holiday Pay shall be paid weekly.

ARTICLE A10 – APPRENTICES

- A. Employees hired as Apprentices shall receive wage rates as indicated in Schedule “B”, Article B7.
- B. There may be up to one (1) Apprentice to three (3) Journeymen on the job, however after the six (6) working Journeyman one (1) Apprentice shall be employed on the job. This ratio of six (6) to one (1) shall be maintained for all increases in the work force if indentured Apprentices are available. On ornamental work which is normally performed by two (2) Journeyman Ironworker One (1) may be an Apprentice. These ratios may be changed with the approval of the Business Manager.
- C. The criteria for certification under the Apprenticeship and Occupations Certification Act to challenge for the Journeyman Iron Worker Certification Exam requires five thousand four hundred (5,400) hours. Upon successful completion of said exam, the Apprentice shall obtain Journeyman status and shall receive Journeyman’s rate as indicated in Schedule “B”, Article “B1”. The Employer may verify with the Union, the number of hours the Apprentice has completed, prior to the commencement of work

ARTICLE A11 – COFFEE BREAK

- A. It is agreed that all Employees of the Employer covered by this agreement will be permitted time once in each half of their respective shifts a coffee break on the site during regular working hours. This break shall not exceed ten (10) minutes.
- B. If two (2) or more hours of overtime are scheduled, the Employee shall be allowed a coffee break at the end of the regular shift as outlined above and every two (2) hours thereafter, exclusive of meal breaks.

ARTICLE A12 – UNION DEDUCTIONS

- 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 of thirty-seven dollars (\$37.00) for the Journeymen and thirty-six dollars (\$36.00) for the Apprentices. Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted.
- B. Initiation fees shall be deducted weekly in such amount as may be notified officially in writing by Local Union No. 842. Remittance shall not be made later than the tenth (10th) day of the following month for the month deducted.
- C. Local Union No. 842 fees shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted, as per the following rates of 3.75% of the total package.

<u>EFFECTIVE DATE</u>	<u>STRAIGHT TIME HOURS WORKED</u>	<u>DOUBLE TIME HOURS WORKED</u>
May 1, 2019	\$2.05/hour	\$4.10/hour
May 1, 2020	\$2.07/hour	\$4.14/hour
May 1, 2021	\$2.09/hour	\$4.18/hour
May 1, 2022	\$2.13/hour	\$4.26/hour

- D. All remittances shall be accompanied by a statement containing the name, social insurance number and straight time hours and overtime hours worked, for each Employee. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received.

The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any remittance payments will be compelled to make payments on a weekly basis.

- E. The cheques shall be made payable to Iron Workers Local Union No. 842, Suite 214, Building "B", 580 Main Street, Saint John, New Brunswick, E2K 1J5.
- F. Should any increases in the above (A) and/or (C) be authorized in accordance with the applicable provisions of the Union, the Employer shall implement the increases upon receipt of notification from the Union.

ARTICLE A13 – UNION SECURITY

- A. The Employer agrees to employ members of Iron Workers Local Union No. 842 when available, either directly or through the Union office. **The Employer agrees to notify the Union office the names of the members to be hired directly prior to commencement of work.**
- B. If the Union is unable to supply members within two (2) working days of notification of request, then the Employer may hire other available men and shall submit to the Union office the names of the men so hired within two (2) working days after commencement of work. Employees hired under this clause cannot be transferred without being cleared through the Union office.
- C. The Employer agrees that as a condition of employment, all hourly paid Employees shall be required to sign an authorization card for all Union deductions.
- D. The Employer agrees, under paragraph "A", all members hired shall become and remain members in good Union dues standing. The Employer agrees that Employees hired under paragraph "B" shall be first to be laid off the job.

**ARTICLE A14 – IRONWORKERS LOCAL UNION NO. 842 BENEFIT PLAN
(MAJOR MEDICAL AND DENTAL) AND PENSION PLAN**

The Parties hereto agree to the Benefit Plan and the Pension Plan as follows:

- A. The trust documents under which the funds are controlled shall provide for equal trustees in number and in power appointed by each of the Parties hereto.
- B. The Benefit and Pension Funds and plans shall be professionally administered and managed.
- C. The Employer shall contribute on behalf of the Employee to the Benefit Plan, two dollars and seventy-five cents (\$2.75) per hour for each hour paid at the regular rate of pay and five and fifty cents (\$5.50) for each overtime hour worked. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis.
- D. The Employer shall contribute on behalf of the Employee to the Pension Plan six dollars and fifty-two cents (\$6.52) per each hour paid at the regular rate of pay and thirteen dollars and four cents (\$13.04) for each overtime hour worked. Effective May 1, 2020 six seventy-four (\$6.74) per each hour paid at the regular rate of pay and thirteen forty-eight (\$13.48) for each overtime hour worked. Effective May 1, 2021 seven dollars and two cents (\$7.02) per each hour paid at the regular rate of pay and fourteen dollars and four cents (\$14.04) for each overtime hour worked. Effective May 1, 2022 seven fifty-nine (\$7.59) per each hour paid at the regular rate of pay and fifteen dollars and eighteen cents (\$15.18) for each overtime hour worked. The Employer shall remit such money by cheque, accompanied by the appropriate forms, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis.

- E. The cheque shall be made payable to Iron Workers Local Union No. 842 Benefit Plan and Pension Plan and forwarded to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local Union No. 842, Suite 214, Building "B", 580 Main Street, Saint John, New Brunswick, E2K 1J5. A copy of the remittance showing the name, social insurance number, straight time and overtime hours worked and amount contributed on behalf of each Employee shall be forwarded to the Union office.
- F. The Parties hereto agree that the Board(s) of Trustees appointed pursuant to the agreement and Declaration of Trust establishing the Benefit and Pension Plan shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed pursuant to this clause is hereby conferred jurisdiction to assess the amount of the contributions, and related costs.
- G. No grievance instituted by the Boards(s) of Trustees as Agent for the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- H. Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective agreement or the Board(s) of Trustees to proceed directly by way of civil action in the Court of Queen's Bench of new Brunswick, with respect to the collection of any outstanding contributions and related cost.
- I. Should any increases in the above "C" and/or "D" be authorized in accordance with the applicable provisions of the Union during the term of this agreement, the Employer shall deduct and remit said increases upon receipt of notification from the Union.

ARTICLE A15 – SHIFT WORK AND PREMIUM

- A. It is agreed shift work or irregular hours may be necessary to suit job conditions, the following premiums will apply:
- B. When an afternoon or night shift is required, it shall consist of eight (8) hours work at the regular rate of pay plus a premium of four dollars (\$4.00). The premium will be based on every hour worked.

- C. Should a day, afternoon and night shift be required:

The day shift shall consist of eight (8) hours work at eight (8) hours pay.

The afternoon shift shall consist of seven and one-half (7½) hours work at eight (8) hours pay plus a premium of four dollars (\$4.00) for every hour paid.

The night shift shall consist of seven (7) hours work at eight (8) hours pay plus a premium of four dollars (\$4.00) for every hour paid.

- D. A mandatory rest period of eight (8) hours minimum will be taken between shifts, unless requested by the Employer, in which case overtime will apply. The shift start time will not be changed to avoid paying overtime.
- E. For purposes of this article only the work week shall commence on Monday 8:00 AM and finish the following Saturday 8:00 AM.

ARTICLE A16 – TERMINATION

- A. The Employer shall give the Employees two (2) hours notice of lay-off or pay one (1) hour severance pay in lieu of such notice.

ARTICLE A17 – BEREAVEMENT PAY

- A. Employees will be granted bereavement leave with regular pay for two (2) days to attend the funeral of a member of the Employee's immediate family.
- B. The immediate family shall be defined as: spouse, mother, mother-in-law, father, father-in-law, daughter, son, sister and brother.

ARTICLE A18 – WELDING TEST

- A. Whenever a welding test is required by the Employer, it is agreed that the Employee, while taking such test, shall be in the employ of the particular Employer who required the test.

ARTICLE A19 – PROTECTIVE CLOTHING

- A. The Employer shall provide the following items when working conditions require their use: rain suits, working gloves, safety hats, welding shields (lenses for same), burning goggles, wire brushes, strikers, chipping hammers and welding gloves. The Employer shall supply welding leathers to Employees when required by the work to be performed.

- B. On dirty and corrosive maintenance, revamp and repair work, the Employer shall supply, free issue, clean, proper fitting coveralls and gloves in good condition, to the Employees affected.
- C. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

ARTICLE A20- TRADE IMPROVEMENT FUNDS

- A. The Employer shall contribute to the Trade Improvement Fund, seventy-five cents (\$0.75) per hour paid or one dollar fifty cents (\$1.50) per overtime hour. Effective May 1st, 2020 eighty cents (\$0.80) per hour or one dollar and sixty cents (\$1.60) per overtime hour. 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 such money by cheque, accompanied by a statement showing the name, social insurance number, hours worked and amount of money contributed, before the tenth (10th) day of the month following that in which the money is contributed. Contributions received after the fifteenth (15th) day of the month will be declared delinquent and an assessment of three percent (3%) per month on these outstanding monies will be assessed against the delinquent Employer and will continue until the monies are received. The Business Manager of the Union may also take action by removing the Employees from the job site and such action will not be deemed a violation of this agreement. Any Employer who is delinquent in any trust fund payments will be compelled to make payments on a weekly basis.
- B. The cheque shall be made payable to Ironworkers Local Union No. 842 Trade Improvement Fund and forwarded to Suite 214, Building "B", 580 Main Street, Saint John, New Brunswick, E2K 1J5.
- C. This fund shall be administered jointly by a committee consisting of two members of the Union and two representatives of the Employers.

D. Local 842 will be responsible for providing and payment of the following mandatory safety training courses and safety requirements for members of Ironworkers Local 842:

Courses	Foreman	Journeyman	Apprentice
Workplace Hazardous Materials Information System "WHMIS"	X	X	X
Safety Orientation	X	X	X
Standard First Aid/CPR *	*	*	*
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		
Manlift Awareness (Aerial Work Platform)	X	X	X
Lockout	X	X	X
Alcohol and Drug Testing Requirements*	*	*	*

*As per Contractor's request.

ARTICLE A21 – HEALTH & SAFETY

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.

SCHEDULE "B" WAGE RATES AND JOURNEYMEN

ARTICLE B1 – WAGE RATES

Effective May 1, 2019	-	\$40.25/hour
Effective May 1, 2020	-	\$40.50/hour
Effective May 1, 2021	-	\$40.75/hour
Effective May 1, 2022	-	\$41.25/hour

Wage Package Distribution:

	Hourly Rate	V&H (11%)	Benefit (Hours Paid)	Pension (Hours Paid)	Trade Imp.Fund (Hours Paid)	Total Package
1-May -2019	\$40.25	\$4.43	\$2.75	\$6.52	\$ 0.75	\$ 54.70
1-May -2020	\$40.50	\$4.46	\$2.75	\$6.74	\$ 0.80	\$ 55.25
1-May -2021	\$40.75	\$4.48	\$2.75	\$7.02	\$ 0.80	\$ 55.80
1-May -2022	\$41.25	\$4.53	\$2.75	\$7.59	\$ 0.80	\$ 56.92

ARTICLE B2 – JOURNEYMEN IRON WORKERS

- A. A Journeyman Iron Worker must have a thorough knowledge of all erection tools and equipment of his trade, and must be experienced in all kinds of structural steel erection. He must be able to perform operations such as, but not limited to, the following in a safe and workmanlike manner.
1. Assemble and reeve erecting cranes, travellers, guy and stiff leg derricks, poles and similar equipment, jump guy derricks and move travellers, all under the direction of a General Foreman, Foreman or working Foreman.
 2. Hook on, climb, connect and signal the hoisting engineer.
 3. Erect scaffolds, fit up and bolt joints in a proper fashion preparatory to riveting and perform all riveting and high strength bolting operations.
 4. Carry out the miscellaneous tasks, which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
 5. Carry out rigging work and power handling of mechanical equipment as required under the direction of the General Foreman, Foreman or working Foreman.
 6. Operate hand and power tools and the required power equipment necessary to perform the above items.

ARTICLE B3 – JOURNEYMAN WELDER

- A. A Journeyman Welder must be qualified "S" classification with class "O" in accordance with the requirements of the current Canadian Standard Association "W47.1" (certification of companies for fusion welding of steel structures). He must be able to adjust his welding machine and have a thorough knowledge of all the tools and equipment of his trade. He must also be able to perform operations such as, but not limited to, the following, in a safe and workmanlike manner;
1. Climb.
 2. Erect scaffolds for welding and be able to tie the necessary knots.
 3. Fit up work for welding.
 4. Be able to interpret welding symbols for drawings and be familiar with welding procedures.
 5. Burn and chip.

ARTICLE B4 – JOURNEYMAN MISCELLANEOUS & ORNAMENTAL METALWORKERS

- A. This work will include, but will not be limited to, the following; interior and exterior stairs, fire escapes, grating, shelf angles, pipe railings, and hand railings, catwalks and other miscellaneous metalwork as may be required when not erected with structural steel.
- B. A Journeyman Miscellaneous and Ornamental Metalworker must have a thorough knowledge of all erection tools and equipment of his trade. He must be experienced in all types of architectural metal installation. He must be able to perform operations such as, but not limited to, the following, in a safe and workmanlike manner:
1. Climb and erect scaffolds as may be required.
 2. Be able to read erection and shop drawings as well as be able to interpret welding symbols and be familiar with welding procedures.
 3. Have a thorough knowledge of erection procedures for miscellaneous metal items.
 4. Have a minimum of five thousand four hundred (5,400) hours experience in erection of miscellaneous metal as well as described herein.

ARTICLE B5 – JOURNEYMEN RIGGERS

- A. A Journeyman Rigger must have a thorough knowledge of all rigging tools and equipment of his trade and must be experienced in all kinds of rigging and moving of vessels and equipment. He must be able to perform operations such as, but not limited to, the following in a safe and workmanlike manner. The work will include but will not be limited to the following when not being performed in conjunction with the erection of structural steel.
1. Hook on, climb and signal the hoisting engineer.
 2. Erect scaffolds, carry out rigging work and power handling of mechanical tools and equipment as required under the general direction of the General Foreman, Foreman or working Foreman.
 3. Carry out all miscellaneous tasks which arise on erection jobs such as tying knots, burning, drilling, reaming, etc.
 4. Operate hand and power tools and the required power equipment necessary to perform the above items.

ARTICLE B6 – SUPERVISION

- A. 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 six dollars (\$6.00) over the top rate being paid to the Journeymen Ironworkers on the job.
- B. A Foreman or working Foreman is a Journeyman who has been selected by the Employer to direct a group of men and supervise the work without the regular direction of a Superintendent or General Foreman. While so employed, the Foreman shall be paid four dollars (\$4.00) over the top rate being paid to the Journeyman Ironworkers on the job.
- C. On each job site a Journeyman Iron Worker shall be appointed as a working Foreman when three (3) Iron Workers are employed.
- D. When seven (7) Iron Workers are employed there shall be a non-working Foreman.
- E. When three (3) or more Iron Worker Foremen are employed there shall be an Iron Worker General Foreman. Any additional supervision shall be at the discretion of the Employer. The General Foreman will only supervise Foremen.

ARTICLE B7 - TRAINEE AND APPRENTICE STARTING RATES

Trainee

From 0 hours to 500 hours experience
(55% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$22.14/hour
May 1, 2020.....	\$22.28/hour
May 1, 2021	\$22.42/hour
May 1, 2022.....	\$22.69/hour

Apprentice

From 501 hours to 1,800 hours experience
(65% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$26.16/hour
May 1, 2020.....	\$26.33/hour
May 1, 2021.....	\$26.49/hour
May 1, 2022.....	\$26.82/hour

From 1,801 hours to 3,600 hours experience
(75% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$30.19/hour
May 1, 2020.....	\$30.38/hour
May 1, 2021.....	\$30.56/hour
May 1, 2022.....	\$30.94/hour

From 3,601 hours to 5,400 hours experience
(85% of Journeyman's rate/hour with applicable benefits)

May 1, 2019	\$34.21/hour
May 1, 2020.....	\$34.43/hour
May 1, 2021.....	\$34.64/hour
May 1, 2022.....	\$35.06/hour

SCHEDULE 'C' – INDUSTRIAL PROJECTS DEFINITION

Industrial Projects shall be defined as the initial construction or major expansion or renovation of facilities as follows:

- Oil Refineries
- Natural gas Refineries
- Power Stations
- Power Plant/Dams/Tunnels
- Nuclear Plants
- Pulp & Paper Mills
- Mining Operations
- Chemical Plants
- Steel Mills
- Heavy Manufacturing Plants
- Onshore/Offshore Oil Related Projects
- Bridges
- Modules for the above list from Schedule "C"
- Stand Alone Industrial Equipment and Machinery contract (included but not limited to Bar Screen, Fine Screen, Sifters, Grits Separator, Clarifier, Conveyor and Transformers) I.E. not part of a contract which includes structural steel for Commercial Work.

ARTICLE 15 – SIGNATORIES

IN WITNESS WHEREOF THE PARTIES hereto have executed this agreement

On the _____ day of _____ 20 ____

(Witness)

Gyslain Chiasson, President

THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS
LOCAL UNION NO. 842

(Witness)

Guy Leblanc, FS/T/BM

**IRONWORKERS COMMERCIAL AND
INDUSTRIAL AGREEMENT**

May 1st,2019
to
April 30th, 2023



**International Association of
Bridge, Structural, Ornamental and Reinforcing Iron Workers
Local Union No. 842**
AFFILIATED WITH A.F. OF L.

**RODMEN
WELDERS
RIGGERS
MACHINERY
MOVERS**

Suite 214, Building B • 580 Main Street • Saint John, NB • E2K 1J5
Tel. 506-634-7313 • Fax. 506-634-7400

February 23, 2021

To: All signatory company with Local 842

RE: Retaining and remitting the "Building Fund" for Local 842

Contractors,

Please take note that on December 2020, a review of our By-Laws was done and several resolutions were implemented. One of these resolutions is to put in place a \$0.25/hour worked "Building Fund" that is to be collected and set aside for local 842.

These By-Laws modifications have been reviewed and accepted by the Ironworkers General Secretary's Office on February 9, 2021.

Therefore, please note that, effective of March 7, 2021, the amount of \$0.25/hours worked must be removed from the gross amount of a working member, be set aside and be sent at the same time as the remittances, but on a separate check titled, "Local 842 Building Fund".

In order to help you in this step, we can also supply you, if you need it, an updated copy of our remittance MS Excel sheet that takes into account this "Building Fund".

Thank you for complying with this new resolution and therefore helping us obtain our goal of having our own permanent residency.

Should you have any questions, do not hesitate to contact us.

With best wishes, I am

Fraternally yours,

Guy Leblanc, BM/FST
IRONWORKERS LOCAL UNION NO. 842