

APPENDIX NO. 5 – IRONWORKERS STRUCTURAL - INDUSTRIAL**BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**
(hereinafter referred to as the "CLRA")

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL &
REINFORCING IRONWORKERS
LOCAL 752**
(hereinafter referred to as the "Union")**NOTE: Wage Rates Effective July 1, 2014 - June 30, 2017**

IRONWORKERS (Welders, Riggers, Divers)									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension 18%	Training	Building Fund	Consol. Fund	IIF	Total Pkg.
July 1, 2014	<u>\$38.08</u>	<u>\$3.43</u>	\$1.50	<u>\$7.47</u>	\$0.64	\$0.25	<u>\$0.78</u>	\$0.16	<u>\$52.31</u>
July 1, 2015	<u>\$38.78</u>	<u>\$3.49</u>	\$1.50	<u>\$7.61</u>	\$0.64	\$0.25	\$0.78	\$0.16	<u>\$53.21</u>
July 1, 2016	<u>\$39.48</u>	<u>\$3.55</u>	\$1.50	<u>\$7.75</u>	\$0.64	\$0.25	\$0.78	\$0.16	<u>\$54.11</u>

From these hourly rates the employer shall remit the Benefit Plan and Union deductions as set out in those sections of this Appendix. The employer shall contribute to the Pension Plan, Training Fund, Building Fund, Consolidated Fund and Industry Improvement Fund in accordance with the provisions of this Appendix.

RE-OPENER:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between Ironworker Local 752 and the CLRA may be amended upon the agreement of Ironworker Local 752 and the CLRA.

ENABLING:

Where a particular article or articles of this Collective Agreement is/or are found to work a hardship for a particular project, the terms and conditions in this Agreement for that project may be modified by mutual consent, of the Union and the CLRA, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration. The Parties agree that they shall meet in joint conference no later than thirty (30) days after the ratification of this Agreement to discuss means of enabling and procedures to be followed.

IMPACT:

The parties to this agreement hereby acknowledge the IMPACT program adopted by Ironworker Local 752.

Ironworker Local 752 and the Eastern Canadian District Council agree that at any time during the duration of this agreement, the Union, if desired may choose to fund IMPACT through a per hour contribution. It is also recognized that if such funding is established it will be collected in a similar manner as other funds are currently collected, i.e. Industry Improvement Fund, District Council, etc.

SUPERVISION - IRONWORKERS, WELDERS, RIGGERS, DIVERS:

- Foreman premium.....Minimum three dollars (\$3.00) above Journeyman rate
- From 3 to 6 employees.....1 working Foreman
- From 7 to 10 employees.....1 non-working Foreman

The employer's job Superintendent and each area Foreman shall decide after inspecting the work areas, which Foreman's area is working on inclement weather days.

- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees, there shall be a non-working Foreman. After ten (10) employees, the formula repeats.

The employer has the option to appoint a pusher at a rate of one dollar fifty cents (\$1.50) above the journeyman rate.

- The Foreman shall be included in each ten (10) man crew

Any member of the Union who is a qualified Journeyman may qualify for the position of Foreman. At no time will the ratio of all Foreman to all Ironworker employees exceed 1:10.

- Three (3) or more Foreman.....One (1) General Foreman who must be a member in good standing in the Union
- General Foreman Premium.....A minimum premium for fifteen percent (15%) of above the Journeyman wage rate

CHAIN OF COMMAND:

Ironworkers will not as a general rule be required to take directions in reference to the work being performed other than from their Ironworker Foreman, or Superintendent.

WELDING SUPERVISION:

When a Foreman is required over welding crew, then that Foreman must be qualified under Class "O" of the current Canadian Standards Association of Welding Code.

APPRENTICES:**NOTE: Wage Rates Effective July 1, 2014- June 30, 2017**

APPRENTICES									
		Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	IIF	Total Pkg.
Effective Date: July 1, 2014									
0 - 1000	47%	<u>\$20.25</u>	<u>\$1.82</u>	\$0.00	\$0.00	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$23.65</u>
1001 - 2000	47%	<u>\$21.03</u>	<u>\$1.89</u>	\$1.50	\$0.00	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$26.00</u>
2001 - 3000	65%	<u>\$22.20</u>	<u>\$2.00</u>	\$1.50	<u>\$4.36</u>	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$31.64</u>
3001 - 4000	70%	<u>\$26.07</u>	<u>\$2.35</u>	\$1.50	<u>\$5.12</u>	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$36.62</u>
4001 - 5000	80%	<u>\$30.15</u>	<u>\$2.71</u>	\$1.50	<u>\$5.91</u>	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$41.85</u>
5001 - 6000	90%	<u>\$34.22</u>	<u>\$3.08</u>	\$1.50	<u>\$6.71</u>	\$0.64	<u>\$0.78</u>	\$0.16	<u>\$47.09</u>
Effective Date: July 1, 2015									
0 - 1000	47%	<u>\$20.63</u>	<u>\$1.86</u>	\$0.00	\$0.00	\$0.64	\$0.78	\$0.16	<u>\$24.07</u>
1001 - 2000	47%	<u>\$21.41</u>	<u>\$1.93</u>	\$1.50	\$0.00	\$0.64	\$0.78	\$0.16	<u>\$26.42</u>
2001 - 3000	65%	<u>\$22.66</u>	<u>\$2.04</u>	\$1.50	<u>\$4.45</u>	\$0.64	\$0.78	\$0.16	<u>\$32.23</u>
3001 - 4000	70%	<u>\$26.57</u>	<u>\$2.39</u>	\$1.50	<u>\$5.21</u>	\$0.64	\$0.78	\$0.16	<u>\$37.25</u>
4001 - 5000	80%	<u>\$30.71</u>	<u>\$2.76</u>	\$1.50	<u>\$6.02</u>	\$0.64	\$0.78	\$0.16	<u>\$42.57</u>
5001 - 6000	90%	<u>\$34.84</u>	<u>\$3.14</u>	\$1.50	<u>\$6.84</u>	\$0.64	\$0.78	\$0.16	<u>\$47.90</u>
Effective Date: July 1, 2016									
0 - 1000	47%	<u>\$21.02</u>	<u>\$1.89</u>	\$0.00	\$0.00	\$0.64	\$0.78	\$0.16	<u>\$24.49</u>
1001 - 2000	47%	<u>\$21.80</u>	<u>\$1.96</u>	\$1.50	\$0.00	\$0.64	\$0.78	\$0.16	<u>\$26.84</u>
2001 - 3000	65%	<u>\$23.12</u>	<u>\$2.08</u>	\$1.50	<u>\$4.54</u>	\$0.64	\$0.78	\$0.16	<u>\$32.82</u>
3001 - 4000	70%	<u>\$27.06</u>	<u>\$2.43</u>	\$1.50	<u>\$5.31</u>	\$0.64	\$0.78	\$0.16	<u>\$37.88</u>
4001 - 5000	80%	<u>\$31.27</u>	<u>\$2.81</u>	\$1.50	<u>\$6.13</u>	\$0.64	\$0.78	\$0.16	<u>\$43.29</u>
5001 - 6000	90%	<u>\$35.48</u>	<u>\$3.19</u>	\$1.50	<u>\$6.96</u>	\$0.64	\$0.78	\$0.16	<u>\$48.71</u>

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

PROTECTIVE CLOTHING:

Rain gear, as required, shall be supplied by the employer. Welding gloves will be supplied only when the Ironworker is directly involved with welding. When abnormal conditions require their use, welding jackets shall be provided, same to remain the property of the employer and be returned upon completion of the job.

On repair work which is abnormally dirty the employer shall make available coveralls which shall remain the property of the employer and, if not returned, cost shall be deducted from the employees' wages.

TOOLS:

Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The employer to supply dry heated room or field boxes for the safekeeping and storage of employees' tools. Same to be kept securely locked.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

SUBSISTENCE:

Where an employee who is otherwise eligible for the daily board allowance *and by his own choice* works less than the scheduled shift on a given day, he shall be paid a board allowance calculated on the basis of the percentage of the prevailing daily board allowance for every hour worked (i.e. employee works seven (7) hours of an eight (8) hour shift, the board allowance would be 7/8 of the appropriate daily expense allowance). Board allowance shall not be adjusted due to inclement weather or for medical appointments, provided that the employee has a note from their doctor.

BENEFIT PLAN**IRONWORKERS LOCAL 752 MAJOR MEDICAL AND DENTAL PLAN:**

Trustees and a professional administrator and manager have been selected for the Ironworkers Local Union 752 Benefit Plan.

The parties hereto agree to the Benefit Plan as follows:

- (a) The trust document under which the fund is controlled shall provide for equal trustees in number and in power appointed by each of the parties hereto.
- (b) The Benefit Fund and Plan shall be professionally administered and managed.
- (c) After the first 1000 hours of Apprenticeship, the employer shall contribute for each employee one dollar and fifty cents (\$1.50) per hour for each hour paid (i.e. one dollar fifty cents (\$1.50) for each straight time hour worked and three dollars (\$3.00) for each overtime hour worked) and shall remit such money by cheque.
- (d) The cheques shall be made payable to **Ironworkers Local 752 Benefit Plan** and mailed to:

Ironworkers Local 752
14 McQuade Lake Crescent, Suite 103
Halifax, NS B3S 1B6
- (e) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts as agent for the parties. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to assess the amount of the contributions and related costs.
- (f) No grievance instituted by the Board of Trustees as agent to 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.
- (g) 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 rights of either of the parties to this Collective Agreement or the Board of Trustees to proceed directly by way of Civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions and related costs.
- (h) Should any deductions be required for an authorized Pension Plan or any change occur in the Benefit Plan deductions as set forth herein these changes and amendments will form part of this Agreement, and be effective upon receipt by the employer of written notification from the Union.

PENSION PLAN:

The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10th) day of the month following, the following sum for each hour paid:

The Amount Indicated in the Wage Tables of this Appendix

The cheque shall be made payable to the **Benefit Plan Administrators Limited** and mailed to:

Ironworkers Local 752
14 McQuade Lake Crescent, Suite 103
Halifax, NS B3S 1B6

Example:

For overtime hours payable at one and one-half times (1-2x) the straight time, the employer shall contribute one and one-half times (1-1/2x) the straight time rate per hour for each hour paid.

For overtime hours payable at double (2x) the straight time, the employer shall contribute double (2x) the straight time rate per hour for each hour paid.

TRANSFER OF EMPLOYEES:

Each employer reserves the right to offer any bargaining unit employees on any project the opportunity to transfer to another project, however, the employer will notify the Business Manager when employees are being moved to a project.

HEALTH AND SAFETY:

The employer shall supply, suitable for and as required by the job conditions, regulation aspirator with air supplied from a compressor while burning or welding of lead coated (painted) covered steel, aluminum grating, etc., which gives off poisonous fumes.

DIVING:

Divers shall work in pairs for safety reasons; direct communication by pull-line or similar equipment shall be maintained at all times.

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-two dollars (\$32.00). Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.
- (b) Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall be made not later than the tenth (10th) day of the following month for the month deducted.
- (c) Local Union 752 fees in the amount three and one-half percent (3½%) of total hourly wage rate per hour for each hour paid shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- (d) All remittances will be accompanied by a statement containing the name, social insurance number and hours of work for each employee.
- (e) The cheques shall be made payable to Ironworkers Local 752, 103 - 14 McQuade Lake Crescent, Halifax, NS, B3S 1B6. 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.

TRAINING FUND:

It is agreed that the parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the parties and that the employer shall contribute and remit sixty-four cents (\$0.64) to:

The Administrator
Ironworkers Structural Training Fund
103, 14 McQuade Lake Crescent
Halifax, NS B3S 1B6

In the event the Training Fund is discontinued, forty-nine cents (\$0.49) would be returned to the employee's wage package and fifteen cents (\$0.15) would be deducted from the wage package.

Out of this fund, three quarters (3/4) of one percent (1%) of the applicable Journeyman's wage rate for each hour worked will be paid to the Ironworkers Progressive Action Cooperative Trust (IMPACT).

IRONWORKER LOCAL 752 BUILDING FUND

The employer shall remit for each employee twenty-five cents (\$0.25) for each hour paid in that month by an employee covered under this agreement.

This remittance of twenty-five cents (\$0.25) is to be on a separate cheque and payable to:

Ironworkers Local 752 Building Fund

103-14 McQuade Lake Crescent
Halifax, NS B3S 1B6

Note, the journeyman hourly rates in the wage tables contained herein have been reduced by twenty-five cents (\$0.25) to finance the Building Fund initiative, therefore, in the event that this fund ceases to exist the twenty-five cents (\$0.25) will revert to the employee wage package.

Note, this fund does not apply to Apprentices.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

The Administrator

Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, NS B1P 5X2

INDUSTRY IMPROVEMENT FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

The Administrator

Nova Scotia Construction Labour Relations Association
260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

Remittance forms for this fund are available at www.nsclra.ca or by phone at 902-468-2283.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 26th day of June, 2014.

SIGNATORIES

FOR THE EMPLOYER

ALLAN STAPLETON

CALUM MACLEOD

FOR THE UNION

GEORGE MACDOUGALL

JOHN WILSON
