

APPENDIX NO. 5“A” - IRONWORKERS REBAR - 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

JOURNEYMAN RODMAN - CERTIFIED - IRONWORKERS									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension 18%	Training	Building Fund	Consol. Fund	IIF	Total Pkg
July 1, 2014	<u>\$36.60</u>	<u>\$3.29</u>	\$1.50	<u>\$7.18</u>	\$0.61	\$0.25	<u>\$0.78</u>	\$0.16	<u>\$50.37</u>
July 1, 2015	<u>\$37.29</u>	<u>\$3.36</u>	\$1.50	<u>\$7.32</u>	\$0.61	\$0.25	<u>\$0.78</u>	\$0.16	<u>\$51.27</u>
July 1, 2016	<u>\$37.99</u>	<u>\$3.42</u>	\$1.50	<u>\$7.46</u>	\$0.61	\$0.25	<u>\$0.78</u>	\$0.16	<u>\$52.17</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.

CRAFT SCHEDULE:**Wage Rates:**

- a) Increases are to take effect on the nearest pay period to the effective date.
 b) Wage Rates per hour worked:

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

RODMEN - IRONWORKERS									
	Hourly Rate	V & H 9%	Benefit	Pension	Training	Building Fund	Consol . Fund	IIF	Total Pkg.
Effective Date: July 1, 2014									
Journeyman Rodman - Foreman	\$38.61	\$3.47	\$1.50	\$7.18	\$0.61	\$0.25	\$0.78	\$0.16	\$52.56
Journeyman Rodman - Pusher	\$38.07	\$3.43	\$1.50	\$7.18	\$0.61	\$0.25	\$0.78	\$0.16	\$51.98
Effective Date: July 1, 2015									
Journeyman Rodman - Foreman	\$39.30	\$3.54	\$1.50	\$7.32	\$0.61	\$0.25	\$0.78	\$0.16	\$53.46
Journeyman Rodman - Pusher	\$38.77	\$3.49	\$1.50	\$7.32	\$0.61	\$0.25	\$0.78	\$0.16	\$52.88
Effective Date: July 1, 2016									
Journeyman Rodman - Foreman	\$40.00	\$3.60	\$1.50	\$7.46	\$0.61	\$0.25	\$0.78	\$0.16	\$54.36
Journeyman Rodman - Pusher	\$39.47	\$3.55	\$1.50	\$7.46	\$0.61	\$0.25	\$0.78	\$0.16	\$53.78

- c) All Rodmen shall supply the following C.S.A. (or equal) equipment and shall maintain same in good safe working order: safety hat, pliers, safety hook, safety boots, safety belt, tie wire reel and eight metre (8m) measuring tape.
- d) Each Rodman shall carry a records book to show his/her work experience and Rodman classification. He/she shall not be allowed to work in the industry until first contacting The International Association of Bridge, Structural & Ornamental Ironworkers, Local 752, and have a records book in his/her possession.
- e) A Review Committee shall be representative of industry and shall consist of four (4) individuals consisting of two (2) representatives from the Nova Scotia Construction Labour Relations Association Limited and two (2) representatives from The International Association of Bridge, Structural & Ornamental Ironworkers, Local 752.

Mandate of the Committee will be to co-ordinate training courses for the different classifications of Rodmen and review and approve movement from one (1) classification to another.

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.

RODMEN CLASSIFICATIONS:

Foreman means a Journeyman Rodman - Certified, who has the ability to accept responsibility to take charge of the employees engaged in the actual installation of any rebar work, laying out of such work and has been appointed Foreman by his employer.

Pusher means a Journeyman Rodman placed in charge of a crew who is under the supervision and direction of the Foreman.

Journeyman Rodman - Certified is a Journeyman Rodman who has completed certification courses and through these courses is understood to have a thorough knowledge of placing drawings, placing of reinforcing steel and welded wire mesh and any other products related to his trade.

Apprentices shall serve a 3000 hour apprenticeship and shall carry an up-to-date book of recorded hours.

The minimum wage rates for persons employed in the Trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Tradesman's Qualification Act shall be based on the Journeyman's rate as in this agreement.

Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship. Apprentices shall be indentured to the Joint Labour Management Indentureship Committee (which is now operative) and shall be required to attend classes as specified by the Committee.

It is understood that the Apprentices must return to the employ of the employer if employment is available by said employer at that time. It is mutually agreed that all Apprentices attending class shall, to qualify for the foregoing, attend not less than ninety-five percent (95%) of the classes held, except in the case of sickness.

All Probationary members must be approved by the Committee before commencing work. All Apprentices shall be registered within the Province and Indentured to the Joint Indentureship Committee. Apprentice responsibilities are set forth in the Apprenticeship Trades Qualifications Act. All Apprentices shall be required to complete legally prescribed education courses and ensure that the individual's log book is kept up-to-date. The Union shall have the authority to, upon adequate notice to the employer, remove any Ironworker Apprentice from a job site for failure to fulfil legal contractual obligations under this Article. Employers shall verify all hours of work completed. Employers shall give all Apprentices the opportunity to work at as many aspects of the Apprentice trade which are normally performed by the employer and within acceptable levels of production.

APPRENTICES - IRONWORKERS									
		Hourly Rate	V & H 9%	Benefit	Pension 18%	Training	Consol. Fund	IIF	Total Pkg.
Effective Date: July 1, 2014									
0 - 500 hours	65%	<u>\$23.79</u>	<u>\$2.14</u>	\$0.00	\$0.00	\$0.61	<u>\$0.78</u>	\$0.16	<u>\$27.48</u>
500 - 1250 hours	70%	<u>\$25.05</u>	<u>\$2.25</u>	\$1.50	<u>\$4.91</u>	\$0.61	<u>\$0.78</u>	\$0.16	<u>\$35.26</u>
1250 - 2200 hours	80%	<u>\$28.96</u>	<u>\$2.61</u>	\$1.50	<u>\$5.68</u>	\$0.61	<u>\$0.78</u>	\$0.16	<u>\$40.30</u>
2200 - 3000 hours	90%	<u>\$32.88</u>	<u>\$2.96</u>	\$1.50	<u>\$6.45</u>	\$0.61	<u>\$0.78</u>	\$0.16	<u>\$45.34</u>
Effective Date: July 1, 2015									
0 - 500 hours	65%	<u>\$24.25</u>	<u>\$2.18</u>	\$0.00	\$0.00	\$0.61	\$0.78	\$0.16	<u>\$27.98</u>
500 - 1250 hours	70%	<u>\$25.53</u>	<u>\$2.30</u>	\$1.50	<u>\$5.01</u>	\$0.61	\$0.78	\$0.16	<u>\$35.89</u>
1250 - 2200 hours	80%	<u>\$29.52</u>	<u>\$2.66</u>	\$1.50	<u>\$5.79</u>	\$0.61	\$0.78	\$0.16	<u>\$41.02</u>
2200 - 3000 hours	90%	<u>\$33.51</u>	<u>\$3.02</u>	\$1.50	<u>\$6.57</u>	\$0.61	\$0.78	\$0.16	<u>\$46.15</u>
Effective Date: July 1, 2016									
0 - 500 hours	65%	<u>\$24.70</u>	<u>\$2.22</u>	\$0.00	\$0.00	\$0.61	\$0.78	\$0.16	<u>\$28.47</u>
500 - 1250 hours	70%	<u>\$26.02</u>	<u>\$2.34</u>	\$1.50	<u>\$5.11</u>	\$0.61	\$0.78	\$0.16	<u>\$36.52</u>
1250 - 2200 hours	80%	<u>\$30.08</u>	<u>\$2.71</u>	\$1.50	<u>\$5.90</u>	\$0.61	\$0.78	\$0.16	<u>\$41.74</u>
2200 - 3000 hours	90%	<u>\$34.14</u>	<u>\$3.07</u>	\$1.50	<u>\$6.70</u>	\$0.61	\$0.78	\$0.16	<u>\$46.96</u>

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 Sub-Foreman, Foreman or Superintendent.

SHIFT DIFFERENTIAL:

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

PROTECTIVE CLOTHING:

Climatic protective clothing is to be supplied to the employees by the employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form, must be returned to the employer on termination. The replacement costs of safety items and climatic protective clothing will be borne by the employee if not returned. Deductions for same will be made off his last pay due.

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) The employer shall contribute for each employee one dollar 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 cheque 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 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

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 (1st) 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 of two and one-half percent (2½%) 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:

Employers are concerned about employee safety as a way of working on and off the job. We recognize that improvements may only be accomplished if every employee is determined to practice safety at all times.

Safety is a result of continuous personal education for everyone and the employers intend to carry out its work in the safest manner possible, backed by good work practices and common sense.

An accident is an unplanned and unintended event which disrupts the progress of a work place. All accidents, using this definition, result in loss, due to a job disruption, a delay and possibly time loss due to personal injury, equipment damage or material damage.

Our goal is to eliminate accidents and implement safe, healthy policies and procedures.

As a result of said policies all Rodmen working in the construction industry shall have a Certificate in his possession for the following:

- a) One (1) day course on the "Introduction to Occupational Health and Safety", for the construction worker.
- b) St. John Ambulance with CPR or equivalent.
- c) W.H.M.I.S. - "Workplace Hazardous Material Information System."
- d) Fall arrest
- e) Confined space

All training will be funded through the Union Training Fund. The Trustees shall meet on a regular basis to discuss which courses, if any, should be added to or removed from this list.

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-one cents (\$0.61) per hour to:

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

In the event the Training Fund is discontinued, forty-six cents (\$0.46) 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

Effective July 1, 2010, 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
