



## **AMENDMENT NOTICE**

**DATE:** July 9, 2013

**To: Ironworker Structural & Miscellaneous 752 Trade Classification**

Apex Industries Inc.	Stephen Stultz	Leslie & Benn Contracting	Kevin Leslie
B.I.D. Canada Ltd.	Ray Sullivan	Lockerbie & Hole Eastern Inc.	Lionel Coleman
Birmingham Construction Ltd.	Karl Christensen	Marid Industries Limited	Lisa MacDonald
Black & McDonald Limited	Adrian Morrison	Marid Industries Limited	Tina Lane
Black & McDonald Limited	Lester Buckland	Ocean Steel & Construction	Harrison Wilson
Cherubini Metal Works Limited	Danilo Gasparetto	Ocean Steel & Construction	Melissa Condly
Cherubini Metal Works Limited	Sandra Checkley	Petrifond Foundation Company	Peter Paganuzi
Fitz's Construction Ltd.	Bill Fitzsimmons	R & D Crane Operators Limited	Danilo Gasparetto
G.J. Cahill & Co. (1979) Ltd.	Jeff Ripley	R & D Crane Operators Limited	Sandra Checkley
G.J. Cahill & Co. (1979) Ltd.	Karen Dwyer	RKO Steel Limited	Ian Oulton
Glasgow Metals Limited	Dan MacDougall	Sunny Corner Enterprises Inc.	Bill Schenkels
KAMTECH Services Inc.	Guildo Nadeau	Sunny Corner Enterprises Inc.	Bruce Clark

**CC:** John Wilson                      Union

**FROM:** Al Stapleton

**RE: Amendment #2 to Ironworker Structural & Miscellaneous 752 Collective Agreement 2012-2015**

**PAGES:** 8 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
June 12, 2013	<ul style="list-style-type: none"> <li>• Article A17 – wording added regarding IMPACT language</li> <li>• Article A18 – deleted and subsequent articles renumbered</li> </ul>	Index Pages, 24, 25, 26, 27, 28

Please find attached the amended pages for Ironworker Structural & Miscellaneous 752 Mainland Collective Agreement 2012-2015 Amendment #2, effective June 12, 2013. Please review the following pages and forward to your accounting and/or payroll departments as needed.

The fully amended agreement and the amended pages are each now available for download on our website, [www.nscra.ca](http://www.nscra.ca).

If you have any questions or concerns, please feel free to contact our office.

Thank you.

**IRONWORKER AGREEMENT  
(STRUCTURAL & MISCELLANEOUS)**

**MAINLAND OF NOVA SCOTIA**

**A COLLECTIVE LABOUR AGREEMENT**

**BETWEEN**

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**  
(hereinafter referred to as the "CLRA")

260 Brownlow Avenue, Unit No. 1  
Dartmouth, Nova Scotia B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705

**- AND -**

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL  
AND REINFORCING IRONWORKERS, LOCAL UNION 752**  
(hereinafter referred to as the "Union")

Suite 103, 14 McQuade Lake Crescent  
Halifax, Nova Scotia B3S 1B6  
Phone: (902) 450-5615  
Fax: (902) 450-5082

THIS AGREEMENT dated this 6th day of July, 2012.

**EFFECTIVE DATE:** May 3, 2012  
**EXPIRATION DATE:** April 30, 2015

Amendment #1 - September 2, 2012  
Amendment #2 - June 12, 2013

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A16.02 The parties hereto agree that either party pursuant to the Agreement establishing the Industry Improvement Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any Arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.

## **ARTICLE A17 – IRONWORKERS STRUCTURAL TRAINING FUND**

A17.01 The employer shall remit for each employee sixty-six cents (\$0.66) for each hour paid in that month to an employee covered under this agreement.

**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).**

This remittance is to be on a separate cheque and payable to:

**Ironworkers Local 752 Structural Training Fund**

980 East River Road, Unit 3

New Glasgow, NS B2H 3S8

A17.02 Training categories included:

1. WHMIS
2. Fall Protection Type I
3. Confined Space Type I
4. Emergency First Aid
5. Forklift
6. Generic Site Safety Orientation
7. Better SuperVision

**Amendment #1 - September 2, 2012**

**Amendment #2 – June 12, 2013**

**ARTICLE A18 - SHIFT WORK AND PREMIUM**

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**A18.01** It is agreed shift work or irregular hours may be necessary to suit job conditions.

**A18.02** Should an afternoon and/or night shift be required, it shall consist of eight (8) hours work at the regular rate of pay plus a premium of one dollar and seventy cents (\$1.70) for every hour worked.

**A18.03** Should a day, afternoon and night shift be required:

the day shift shall consist of eight (8) hours work at the regular rate of pay. The afternoon shift shall consist of seven and one-half (7-1/2) hours work at the regular rate of pay plus a premium of one dollar and seventy cents (\$1.70) per hour for every hour worked; the night shift shall consist of seven (7) hours work at the regular rate of pay plus a premium of two dollars (\$2.00) per hour for every hour worked.

**A18.04** Premium pay for shift work shall not be compounded on overtime hours.

**A18.05** A rest period of eight (8) hours minimum will be allowed between shifts. If a full eight (8) hours of rest time is not allowed, then the subsequent shift shall be paid at double time (2x).

**ARTICLE A19 - TERMINATION**

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**A19.01** The employer shall give the employee(s) two (2) hours notice of lay-off or pay one (1) hour severance pay in lieu of such notice.

**ARTICLE A20 - BEREAVEMENT PAY**

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**A20.01** Employees will be granted bereavement leave with regular pay for one (1) day to attend the funeral of a member of the employee's immediate family.

**A20.02** The immediate family shall be defined as spouse, mother, father, daughter, son, sister and brother.

**Amendment #2 – June 12, 2013**

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**ARTICLE A21 - WELDING TEST**

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**A21.01** 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. However, if supervised by the Union, the Training Fund shall pay.

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**ARTICLE A22 - PROTECTIVE CLOTHING**

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**A22.01** The employer shall provide the following items when abnormal working conditions require their use ... rain suits, coveralls, gloves and welding jackets.

**A22.02** Such items shall remain the property of the employer and shall be returned upon completion of the job.

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**ARTICLE A23 - SAFETY AND HEALTH**

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**A23.01** Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer. Failure to comply with safety regulations or directions is a ground for instant dismissal. Every suspension or termination related to a safety violation shall be immediately made known to the Union. The Union shall notify all employers of the status of such employees. (eg. An employee may be suspended for a period of time, and may be ineligible for re-hire by any employer until said employee has successfully completed appropriate re-training, at his/her own expense.)

For serious safety infractions, including fall arrest violations, the employee shall be suspended for a minimum of one week (5 working days) and shall be ineligible for re-hire by any employer until said employee has successfully completed appropriate re-training, at his/her own expense.

**A23.02** Employees shall not be required to work with unsafe equipment and conditions.

**A23.03** Safety hats must be worn by all employees on the jobsite at all times.

**Amendment #2 – June 12, 2013**

A23.04 It is mutually agreed by both parties that they shall abide by the Nova Scotia Occupational Health & Safety Act or the appropriate provincial, federal regulations, whichever may have jurisdiction. It is further agreed that all Union members must have current construction safety orientation and WHMIS certificates to be eligible for employment.

A23.05 The Union shall maintain a database of safety training completed by all members, with evidence of same on file. This information and evidence shall be available to IMPACT contributing Employers upon request.

A23.06 Use of cell phones/Blackberries/smartphones/etc. will not be permitted by employees onsite, except as explicitly authorized by the employer. Violations of this article shall be subject to the following disciplinary scheme:

- First offence: warn the employee in writing. Warning notice to be signed by the employee's Foreman, copy of warning notice to be sent to the Union office.
- Second offence: one (1) day suspension. Notify Union before suspension takes place.
- Subsequent offence: seven (7) day suspension or dismissal as determined by the employer.

This section shall not apply to stewards and foremen using cell phones in the course of their duties.

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**ARTICLE A24 - BENEFIT BOND**

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- A24.01** Before members of Local 752 are dispatched to and/or hired directly by any employer who has not been a party to the Collective Agreement for a minimum of twelve (12) months, such employer shall provide security for a period of one (1) year in the amount of ten thousand dollars (\$10,000.00). This ten thousand dollar (\$10,000.00) security shall be used by the Union in the event of a default of payment by the said employer of Welfare and/or Pension Funds and Training and Industry Improvement Funds as set forth in the aforesaid Collective Agreement. The ten thousand dollar (\$10,000.00) security shall be returned by the Union to the employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the employer including accumulated interest where the employer has not defaulted in any payments required for the Welfare, Pension, Training and Industry Improvement Funds referred to herein, within the one year period.
- A24.02** For the purpose of this Article the ten thousand dollar (\$10,000.00) security shall be in the form of a negotiable security and negotiable at par and be deposited with the Administrator, Benefit Plan Administrators Limited.
- A24.03** During the one (1) year term, when the employer is in default of any of the Welfare, Pension, Training and Industry Improvement Fund payments, the Union shall have the right to cash the security in default of such payments by employers as provided by this Collective Agreement.