

**APPENDIX NO. 3“B” - IRONWORKERS STRUCTURAL - COMMERCIAL****BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**  
(hereinafter referred to as the "CLRA")

- AND -

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

A Steward shall be an employee who shall be a qualified Journey person and a Union member in good standing, appointed by the Business Agent of the Union. It shall be their duty to assist the employer and Union members in carrying out the provisions set out in this Agreement. They shall be allowed reasonable time to perform such duties by the Foreman or Superintendent on the job.

**WAGE RATES:****NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025**

<b>JOURNEYMAN</b>									
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension 18%</b>	<b>Training</b>	<b>Building Fund</b>	<b>Consol. Fund</b>	<b>IIF</b>	<b>Total Pkg.</b>
<u>July 30, 2020</u>	<u>\$35.69</u>	<u>\$3.21</u>	\$1.50	<u>\$7.01</u>	\$0.64	\$0.25	<u>\$0.28</u>	\$0.16	<u>\$48.74</u>
<u>July 1, 2021</u>	<u>\$36.08</u>	<u>\$3.25</u>	\$1.50	<u>\$7.08</u>	\$0.64	\$0.25	\$0.28	\$0.16	<u>\$49.24</u>
<u>July 1, 2022</u>	<u>\$36.71</u>	<u>\$3.30</u>	\$1.50	<u>\$7.20</u>	\$0.64	\$0.25	\$0.28	\$0.16	<u>\$50.04</u>
<u>July 1, 2023</u>	<u>\$37.33</u>	<u>\$3.36</u>	\$1.50	<u>\$7.32</u>	\$0.64	\$0.25	\$0.28	\$0.16	<u>\$50.84</u>
<u>July 1, 2024</u>	<u>\$37.95</u>	<u>\$3.42</u>	\$1.50	<u>\$7.44</u>	\$0.64	\$0.25	\$0.28	\$0.16	<u>\$51.64</u>

**APPRENTICE RATES:***NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025*

<b>APPRENTICES</b>									
		<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b>Consol. Fund</b>	<b>IIF</b>	<b>Total Pkg.</b>
<b>Effective Date: <u>July 30, 2020</u></b>									
0 - 1000	45%	<u>\$19.01</u>	<u>\$1.71</u>	\$0.00	\$0.00	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$21.80</u>
1001 - 2000	50%	<u>\$19.88</u>	<u>\$1.79</u>	\$1.50	\$0.00	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$24.25</u>
2001 - 3000	60%	<u>\$20.65</u>	<u>\$1.86</u>	\$1.50	<u>\$4.05</u>	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$29.14</u>
3001 - 4000	70%	<u>\$24.46</u>	<u>\$2.20</u>	\$1.50	<u>\$4.80</u>	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$34.04</u>
4001 - 5000	80%	<u>\$28.28</u>	<u>\$2.54</u>	\$1.50	<u>\$5.55</u>	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$38.95</u>
5001 - 6000	90%	<u>\$32.09</u>	<u>\$2.89</u>	\$1.50	<u>\$6.29</u>	\$0.64	<u>\$0.28</u>	\$0.16	<u>\$43.85</u>
<b>Effective Date: <u>July 1, 2021</u></b>									
0 - 1000	45%	<u>\$19.21</u>	<u>\$1.73</u>	\$0.00	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$22.02</u>
1001 - 2000	50%	<u>\$20.11</u>	<u>\$1.81</u>	\$1.50	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$24.50</u>
2001 - 3000	60%	<u>\$20.88</u>	<u>\$1.88</u>	\$1.50	<u>\$4.10</u>	\$0.64	\$0.28	\$0.16	<u>\$29.44</u>
3001 - 4000	70%	<u>\$24.73</u>	<u>\$2.23</u>	\$1.50	<u>\$4.85</u>	\$0.64	\$0.28	\$0.16	<u>\$34.39</u>
4001 - 5000	80%	<u>\$28.59</u>	<u>\$2.57</u>	\$1.50	<u>\$5.61</u>	\$0.64	\$0.28	\$0.16	<u>\$39.35</u>
5001 - 6000	90%	<u>\$32.44</u>	<u>\$2.92</u>	\$1.50	<u>\$6.36</u>	\$0.64	\$0.28	\$0.16	<u>\$44.30</u>
<b>Effective Date: <u>July 1, 2022</u></b>									
0 - 1000	45%	<u>\$19.54</u>	<u>\$1.76</u>	\$0.00	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$22.38</u>
1001 - 2000	50%	<u>\$20.48</u>	<u>\$1.84</u>	\$1.50	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$24.90</u>
2001 - 3000	60%	<u>\$21.26</u>	<u>\$1.91</u>	\$1.50	<u>\$4.17</u>	\$0.64	\$0.28	\$0.16	<u>\$29.92</u>
3001 - 4000	70%	<u>\$25.17</u>	<u>\$2.26</u>	\$1.50	<u>\$4.94</u>	\$0.64	\$0.28	\$0.16	<u>\$34.95</u>
4001 - 5000	80%	<u>\$29.09</u>	<u>\$2.62</u>	\$1.50	<u>\$5.70</u>	\$0.64	\$0.28	\$0.16	<u>\$39.99</u>
5001 - 6000	90%	<u>\$33.00</u>	<u>\$2.97</u>	\$1.50	<u>\$6.47</u>	\$0.64	\$0.28	\$0.16	<u>\$45.02</u>

<b>APPRENTICES</b>									
		<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b>Consol. Fund</b>	<b>IIF</b>	<b>Total Pkg.</b>
<b>Effective Date: July 1, 2023</b>									
0 - 1000	45%	<u>\$19.87</u>	<u>\$1.79</u>	\$0.00	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$22.74</u>
1001 - 2000	50%	<u>\$20.84</u>	<u>\$1.88</u>	\$1.50	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$25.30</u>
2001 - 3000	60%	<u>\$21.63</u>	<u>\$1.95</u>	\$1.50	<u>\$4.24</u>	\$0.64	\$0.28	\$0.16	<u>\$30.40</u>
3001 - 4000	70%	<u>\$25.60</u>	<u>\$2.30</u>	\$1.50	<u>\$5.03</u>	\$0.64	\$0.28	\$0.16	<u>\$35.51</u>
4001 - 5000	80%	<u>\$29.58</u>	<u>\$2.66</u>	\$1.50	<u>\$5.81</u>	\$0.64	\$0.28	\$0.16	<u>\$40.63</u>
5001 - 6000	90%	<u>\$33.56</u>	<u>\$3.02</u>	\$1.50	<u>\$6.58</u>	\$0.64	\$0.28	\$0.16	<u>\$45.74</u>
<b>Effective Date: July 1, 2024</b>									
0 - 1000	45%	<u>\$20.20</u>	<u>\$1.82</u>	\$0.00	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$23.10</u>
1001 - 2000	50%	<u>\$21.21</u>	<u>\$1.91</u>	\$1.50	\$0.00	\$0.64	\$0.28	\$0.16	<u>\$25.70</u>
2001 - 3000	60%	<u>\$22.00</u>	<u>\$1.98</u>	\$1.50	<u>\$4.32</u>	\$0.64	\$0.28	\$0.16	<u>\$30.88</u>
3001 - 4000	70%	<u>\$26.04</u>	<u>\$2.34</u>	\$1.50	<u>\$5.11</u>	\$0.64	\$0.28	\$0.16	<u>\$36.07</u>
4001 - 5000	80%	<u>\$30.08</u>	<u>\$2.71</u>	\$1.50	<u>\$5.90</u>	\$0.64	\$0.28	\$0.16	<u>\$41.27</u>
5001 - 6000	90%	<u>\$34.12</u>	<u>\$3.07</u>	\$1.50	<u>\$6.69</u>	\$0.64	\$0.28	\$0.16	<u>\$46.46</u>

**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.

**SCHEDULE "A"**  
**HOURS OF WORK, GENERAL WORKING CONDITIONS,**  
**OVERTIME REGULATIONS, ETC.**

**ARTICLE A1 - HOURS OF WORK**

A1.01 The employer does not guarantee to provide work to any employee for regularly assigned hours or for any other hours.

A1.02 From May 1<sup>st</sup> to November 30<sup>th</sup> of each calendar year, the employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. The employer can change from one such schedule to the other, subject to the limitation that the employee will give the Union at least seven (7) days notice of such changes. From December 1<sup>st</sup> to April 30<sup>th</sup>, the employer and the Union may agree to the above schedule of work.

When the four (4) ten (10) hour work week is in effect, the standard work day shall be an established ten (10) hour period. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for four (4) hours or more due to inclement weather, then Friday may, at the option of the employer, be worked as a make-up day at straight time rate, straight time not to exceed the ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer; and the Union will be advised of the starting time. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive.

Where an eight (8) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive.

Where a ten (10) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday to Thursday inclusive.

Where a Holiday occurs during the normal work week, the Schedule shall be five (5), eight (8) hour days.

A1.02A When the four (4) ten (10) hour work week is in effect, and when board is payable in accordance with the provisions of Article A3, board shall be payable as if the employee were working a five (5) eight (8) hour work week, i.e. five (5) days board is payable.

A1.03 Employees will be allowed one-half (1/2) hour for lunch, generally between 12:00 Noon and 12:30 p.m. without pay.

A1.04 Exceptions as to regularly assigned hours and lunch period may be arranged by mutual consent of the employer and the Union.

**ARTICLE A2 – SUBSISTENCE ALLOWANCE**

Where an employee who is otherwise eligible for the daily board allowance *and by their own choice* works less than the scheduled shift on a given day, they 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.

**ARTICLE A3 - OVERTIME REGULATIONS**

A3.01 The employer may require employees to perform work in excess of their regularly assigned hours.

**A3.02A 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 (1/2x). 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).

**A3.02B When a Four (4) x Ten (10) Hour Schedule is in Effect (Monday to Thursday Inclusive)**

The first two (2) hours worked, Monday to Thursday, after the regular assigned hours shall be paid at the rate of time and one-half (1/2x).

Work on Friday shall be at time and one-half (1/2x) up to a maximum of fifty (50) hours worked Monday - Friday inclusive.

All hours in excess of twelve (12) hours per day Monday to Thursday ..... 2x Rate

All hours in excess of fifty (50) hours per week Monday to Friday ..... 2x Rate

All work on Saturday, Sunday & Holidays ..... 2x Rate

A3.03 All time worked on designated holidays as spelled out in Article A7 shall be paid at double time (2x).

A3.04 No work shall be performed on Labour Day except on jobs of extreme emergency.

A3.05 When an employee works more than ten (10) hours a shift without having been notified by the employer prior to the day of the shift, a free meal (hot if possible) will be provided by the employer after the conclusion of the ten (10) hours worked and at each four (4) hour interval thereafter. Where this is impractical, a meal allowance of twenty-five dollars (\$25.00) will be included in their pay for the next regular pay period.

- A3.06 On non-Industrial Projects, and any job under a two hundred and fifty thousand dollar (\$250,000.00) value, when work cannot be performed during normal working hours due to the Owners stipulation of when the work area can be made available, employees may perform the work outside of the normal working hours according to job requirements and specifications at straight time, provided the Union so agrees. Any hours worked during abnormal hours, will be considered part of the normal forty (40) hour work week.

#### **ARTICLE A4 - WAGE PAYMENT AND QUITTANCE PAY**

- A4.01 Except under circumstances beyond the control of the employer, wages, vacation pay and holiday pay shall be paid weekly during working hours on Thursday, by cash or cheque at the option of the employer. A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque stub. Where cheques are used, said cheques are to be negotiable at par.

In addition to the above, direct bank deposit is an acceptable method of payment provided a full statement of hours worked, earnings and deductions is mailed to the employees address of record each week.

- A4.02 If Thursday or Friday is a holiday, every reasonable effort will be made to pay on Wednesday.
- A4.03 Employees who are laid off, quit or are discharged from the service of the employer, shall receive their wages and employment record of earnings on the next scheduled payday.

#### **ARTICLE A5 - PAY FOR REPORTING TIME**

- A5.01 When a worker reports for work (unless previously advised by the employer not to report) and through no fault of their own (including inclement weather) is not put to work during the two (2) hours after reporting, they shall be paid for these two (2) hours at their regular rate of pay. Once a worker has been put to work, they shall be paid a minimum of two (2) hours at their applicable rate of pay. However, the worker must remain on the job during these two (2) hours, unless released by the employer.

A worker entitled to receive commuting or Board Allowance shall receive such allowance if they are paid reporting time.

**ARTICLE A6 - APPRENTICES**

- A6.01 There may be up to one (1) Apprentice to four (4) Journeypersons (1:4). For Miscellaneous and Ornamental Ironworker, Apprentice ratio may be 1:1.
- A6.02 Apprentice Category:  
1<sup>st</sup> 1000 hrs @ 1<sup>st</sup> Year Apprentice Rate but no benefits or pension  
2<sup>nd</sup> 1000 hrs @ 1<sup>st</sup> Year Apprentice Rate but no pension
- A6.03 Apprentices shall serve a six thousand (6,000) hour apprenticeship and shall carry an up-to-date book of recorded hours.
- A6.04 The minimum wage rates for persons employed in the Trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Trades Qualification Act shall be based on the Journeyman's rate as in Article B of this Agreement.
- A6.05 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 and shall be required to attend classes as specified by the Committee.
- A6.06 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.
- A6.07 In the event that there is an agreement of the Parties to establish a Joint Indentureship Committee under this Agreement, or such an agreement is required by way of Legislative change, the Parties agree to make the necessary amendments to this Agreement.
- A6.08 All Apprentices 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 and Trades Qualifications Act. All Apprentices shall be required to complete legally prescribed education courses and ensure that the individuals 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 fulfill legal contractual obligations under this Article. Employers shall verify all hours 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.



**ARTICLE A7 - COFFEE BREAK**

A7.01 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 to drink coffee or refreshments on the job during regular working hours. It is, however, understood that this shall be done in such a manner as not to stop the normal operation of the job and the break shall not exceed ten (10) minutes.

A7.02 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.

**ARTICLE A8 - UNION DEDUCTIONS**

A8.01 The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Union dues deductions shall be made from the first pay of each month in the amount of thirty-five dollars (\$35.00) for Journeypersons and thirty-four dollars (\$34.00) for Apprentices and Probationary members. Remittance shall be made not later than the twenty-fifth (25<sup>th</sup>) day of each month for the month deducted. Such remittance shall be accompanied by a statement of names and Social Insurance Numbers of the employees from whom such monies have been deducted.

All Travellers from other Locals will not be required to have monthly union dues deducted as stated above. Instead the employer agrees to deduct and remit \$5.00 per week for each week worked. All Travellers will be required to be cleared prior to commencement of work prior to being employed.

A8.02 Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall not be made later than the tenth (10<sup>th</sup>) day of the following month for the month deducted.

A8.03 Local Union 752 fees in the amount of three and one half percent (3.5%) of gross wages for each hour paid shall be deducted and remitted not later than the tenth (10<sup>th</sup>) day of the following month for the month deducted.

A8.04 All remittances referred to in this Article will be accompanied by a statement containing the names, Social Insurance Numbers and hours of work for each employee.

A8.05 Remittance cheques under this Article shall be made payable to the Ironworkers, Local 752, Unit 103, 24 Lakeside Park Drive, Lakeside, NS B3T 1L1, (902) 450-5615. Should any increase in the above Union Dues, as set forth in paragraph A10.01 or fees set forth in paragraph A10.03, be authorized in accordance with the applicable provisions of the Union. The employer shall implement the deduction upon receipt of written notification from the Union.

**ARTICLE A9 - UNION SECURITY**

A9.01 When an employee is hired, other than by referral from the Union, the employer must immediately contact the Union to secure a referral slip to confirm the address of record, the good standing of the employee and the appropriate wage rate to be paid.

The employer agrees to only hire employees who present referral slips issued by the Local Union within two (2) days of hiring, failure to have a referral slip shall require the employer to terminate the employee. Referral slips will indicate the wage rate and address of record.

A9.02 If the Union is unable to supply members within two (2) working days of notification of request, then the employer may hire other available workers and shall submit to the Union office the names of the workers so hired within two (2) working days after commencement of work.

A9.03 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.

A9.04 The employer agrees, under paragraph A10.01, all members hired shall become and remain members in good Union standing while in the employment of the employer. The employer agrees that employees hired under paragraph A10.02 shall be the first to be laid off the job.

**ARTICLE A10 - EMPLOYER CONTRIBUTIONS**

A10.01 Employers signatory to this Agreement shall remit monthly to the Administrator of Records before the tenth (10<sup>th</sup>) day of the month following, the sums as per the following:

<b>EMPLOYER DEDUCTIONS AND CONTRIBUTIONS</b>	
Benefit Plan (Major Medial & Dental Plan – <i>Employer Contribution</i> )	\$1.50
Pension Plan ( <i>Employer Contribution</i> )	As indicated in the Wage Tables

A10.02 Pension Plan - The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10<sup>th</sup>) day of the month following, the sum indicated in the Wage Tables for each hour paid. Employer contributions shall be indicated on the employee’s pay stub.

For overtime hours payable at one and one-half times (1-1/2x) 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.

A10.03 Should any changes be required for an authorized Pension Plan or any change occur in the Benefit Plan, these changes and amendments will form part of this Agreement and be effective upon receipt by the employer of written notification from the Union.

A10.04 Such remittance will be made on the forms provided indicating the specific fund breakdown and sent to:

**Ironworkers Local 752**  
24 Lakeside Park Drive, Unit 103  
Lakeside, NS B3T 1L1

A10.05 The employer shall contribute and remit the Ironworkers Structural Training Fund as outlined under Article A12, and shall contribute and remit the Consolidated Fund as outlined under Article A19.

**ARTICLE A11 - BENEFIT PLAN - IRONWORKERS LOCAL UNION 752 MAJOR MEDICAL & DENTAL PLAN**

The Parties hereto agree to the Benefit Plan as follows:

A11.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.

A11.02 The Benefit Fund and Plan shall be professionally administered and managed.

A11.03 The employer shall contribute one dollar and fifty cents (\$1.50) per hour for each hour paid at straight time.

For overtime hours payable at one and one-half times (1-1/2x) the straight time, the employer shall contribute two dollars and twenty-five cents (\$2.25) per hour for each hour paid.

For overtime hours payable at double (2x) the straight time, the employer shall contribute three dollars (\$3.00) per hour for each hour paid.

A11.04 The cheque shall be made payable to the **Ironworkers Local 752 Benefit Plan** and mailed to:

Ironworkers Local 752  
24 Lakeside Park Drive, Unit 103  
Lakeside, NS B3T 1L1

A11.05 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 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.

A11.06 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.

A11.07 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.

**ARTICLE A12 - IRONWORKERS STRUCTURAL TRAINING FUND**

A12.01 All employers must remit each month, by the fifteenth (15<sup>th</sup>) day of the following month, to the Ironworkers Structural Training Fund an amount of sixty-four cents (\$0.64) per hour for each hour paid, for the employees covered by this Agreement, and such amounts along with completed remittance forms provided by the Administrator of the Ironworkers Structural Training Fund shall be mailed to:

**The Administrator**  
Ironworkers Structural Training Fund  
24 Lakeside Park Drive, Unit 103  
Lakeside, NS B3T 1L1

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.

A12.02 Out of this fund, three quarters (3/4) of one percent (1%) of the applicable Journeyperson's wage rate for each hour worked will be paid to the Ironworkers Progressive Action Cooperative Trust (IMPACT).

A12.03 The Ironworkers Structural Training Fund shall be administered according to the terms of an Administration Agreement made between the parties to this Collective Agreement.

A12.04 The parties hereto agree that either party pursuant to the Agreement establishing the Ironworkers Structural Training 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.

A12.05 Responsibilities and liabilities shall be outlined in the Administration Agreement. A form provided by the Administrator shall include the total hours and be included with the remittances.

A12.06 Training categories included:

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

A12.07 The Trustees shall meet on a regular basis to discuss which courses, if any, should be added to or removed from this list.

**ARTICLE A13 – IRONWORKER LOCAL 752 BUILDING FUND**

A13.01 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**  
24 Lakeside Park Drive, Unit 103  
Lakeside, NS B3T 1L1

Note, the journeyperson 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.

**ARTICLE A14 - SHIFT WORK AND PREMIUM**

A14.01 It is agreed shift work or irregular hours may be necessary to suit job conditions.

A14.02 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.

A14.03 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 ½) 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.

A14.04 Premium pay for shift work shall not be compounded on overtime hours.

A14.05 A rest period of eight (8) hours minimum will be allowed between shifts.

**ARTICLE A15 - TERMINATION**

A15.01 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 A16 - BEREAVEMENT PAY**

A16.01 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.

A16.02 The immediate family shall be defined as spouse, mother, father, daughter, son, sister and brother.

**ARTICLE A17 - WELDING TEST**

A17.01 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.

**ARTICLE A18 - PROTECTIVE CLOTHING**

A18.01 The employer shall provide the following items when abnormal working conditions require their use rain suits, coveralls, gloves and welding jackets.

A18.02 Such items shall remain the property of the employer and shall be returned upon completion of the job.

**ARTICLE A19 – 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

**ARTICLE A20 – 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](http://www.nsclra.ca) or by phone at 902-468-2283.

**SCHEDULE "B"****ARTICLE B1 - JOURNEYPERSON IRONWORKER**

B1.01 A Journeyperson Ironworker must have a thorough knowledge of all erection tools and equipment of their trade, and must be experienced in all kinds of structural steel erection. They must be able to perform operations such as, but not limited to, the following in a safe and workmanlike manner:

- (a) Assemble and reeve erecting cranes, travellers, guy and stiff leg derricks, poles and similar equipment; jump guy derricks and move travellers; all under the general direction of a Pusher or Foreman.
- (b) Hook on, climb, connect and signal the hoisting Engineer.
- (c) Erect scaffolds, fit up and bolt joints in a proper fashion preparatory to rivetting and perform all rivetting and high strength bolting operations.
- (d) Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
- (e) Carry out rigging work and power handling of mechanical equipment as required under general direction of the Pusher or Foreman.
- (f) Operate hand and power tools and the required power equipment necessary to perform the above items.

B1.02 A Journeyperson Ironworker should report for work with the following equipment:

- 2 Spud Wrenches
- 12" Crescent (Cup) Wrench
- 1 Harness with Double Lanyard and Shock Absorbers
- Tape
- 1 Pair Work Boots
- 1 Bull Pin
- 1 Approved Safety Hat (Hard Hat)

All other items necessary to perform any work in a safe and workmanlike manner should be supplied by the employer at no cost to the employee.

When an employee reports on site, all safety equipment must be presented to the Superintendent for inspection. If an employee should fall, the Company shall replace the harness. If a harness is burned on the job, then the matter must be reported immediately and the harness will be replaced by the Company, if the Superintendent is satisfied that the harness has been damaged in a bona fide accident and that there has been no negligence or deliberate damage.



**ARTICLE B2 - JOURNEYPERSON WELDER**

B2.01 A Journeyperson Welder must be qualified under Class "O" of the current Canadian Standards Association of Welding Code. They must be able to adjust their welding machine and have a thorough knowledge of all the tools and equipment of their trade. They 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 from drawings and be familiar with welding procedures
5. Burn and chip

B2.02 A Journeyperson Welder should report for work with the following items:

- 1 12" Crescent (Cup) Wrench
- 1 Approved Ironworker Welder Belt
- 1 Tape
- 1 Harness with Double Lanyard and Shock Absorbers
- 1 Pair Work Boots
- 1 Jack Knife
- 1 Approved Safety Hat (Hard Hat)

All other items necessary to perform any work in a safe and workmanlike manner should be supplied by the employer at no cost to the employee.

**ARTICLE B3 - JOURNEYPERSON MISCELLANEOUS AND ORNAMENTAL METALWORKERS**

B3.01 This work will include, but will not be limited to, the following:

Interior and exterior stairs, fire escapes, gratings, shelf angles, pipe railings, hand railings, catwalks and other miscellaneous metalwork as may be required when not erected with structural steel.

B3.02 A Journeyperson Miscellaneous and Ornamental Metalworker must have a thorough knowledge of all erection tools and equipment of their trade. They must be experienced in all types of architectural metal installation. They 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 minimum qualifications under Class "V" of the Canadian Standards Association Welding Code.
4. Have a thorough knowledge of erection procedures for miscellaneous metal items.
5. Have a minimum of 4,000 hours experience in erection of miscellaneous metal as well as described herein.

B3.03 A Journeyperson Welder should report for work with the following items:

- 1 12" Crescent (Cup) Wrench
- 1 Approved Ironworker Welder Belt
- 1 Tape
- 1 Harness with Double Lanyard and Shock Absorbers
- 1 Pair Work Boots
- 1 Jack Knife
- 1 Approved Safety Hat (Hard Hat)

All other items necessary to perform any work in a safe and workmanlike manner should be supplied by the employer at no cost to the employee.

**ARTICLE B4 - JOURNEYPERSON RIGGERS**

B4.01 A Journeyperson Rigger must have a thorough knowledge of all rigging tools and equipment of their trade and must be experienced in all kinds of rigging and moving of vessels and equipment. They 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, 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 Pusher or 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.

B4.02 A Journeyperson Rigger should report for work with at least the following equipment:

- 2 Spud Wrenches
- 1 Pair Work Boots
- 1 12" Crescent (Cup) Wrench
- 1 Bull Pin
- 1 Harness with Double Lanyard and Shock Absorbers
- 1 Approved Safety Hat (Hard Hat)

All other items necessary to perform any work in a safe and workmanlike manner should be supplied by the employer at no cost to the employee.

When an employee reports on site, all safety equipment must be presented to the Superintendent for inspection. If an employee should fall, the Company shall replace the harness. If a harness is burned on the job, then the matter must be reported immediately and the harness will be replaced by the Company, if the Superintendent is satisfied that the harness has been damaged in a bona fide accident and that there has been no negligence or deliberate damage.

**ARTICLE B5 - FOREMEN AND PUSHERS**

B5.01 A Foreman is a qualified Journeyperson or Pusher who has been selected by the employer to direct a group of workers and supervise the work without the regular direction of a Superintendent.

B5.02 While so employed, the Foreman shall be paid a minimum premium of three dollars (\$3.00) per hour over the top rate being paid to Journeyperson Ironworkers.

B5.03 A Pusher is a qualified Journeyperson who has been selected by the employer to direct a group of workers under the direction of a Foreman or Superintendent. While so employed, the Pusher shall be paid a premium of one dollar fifty cents (\$1.50) per hour over the top rate being paid to Journeyperson Ironworkers.

**ARTICLE B6 - APPRENTICES - STARTING RATES**

B6.01 Apprentices will carry cards showing the hours they have worked on bridge and structural iron and miscellaneous and ornamental metalwork. The employer will enter on the card the hours the Apprentice has worked for the employer on termination of employment and on completion of each 2,000 hours of such work. In general, it is agreed that unless circumstances are exceptional, it requires 6,000 hours for an Apprentice to become a Journeyperson.

**IN WITNESS WHEREOF** the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

**SIGNATORIES**

**FOR THE EMPLOYER**

**FOR THE UNION**

ROBERT SHEPHERD

GEORGE MACDOUGALL

CALUM MACLEOD