

**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")

24 Lakeside Park Drive, Unit 103
Lakeside, Nova Scotia B3T 1L1
Phone: (902) 450-5615
Fax: (902) 450-5082

THIS AGREEMENT dated this 19th day of October, 2015.

EFFECTIVE DATE: August 23, 2015

EXPIRATION DATE: April 30, 2018

Correction #1 – August 23, 2015
Correction #2 – August 23, 2015
Amendment #1 – January 29, 2017

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ARTICLE 1 - RECOGNITION

- 1.01 The employer and the CLRA recognize the Union as the bargaining agent for the bargaining unit consisting of all foremen, pushers, journeymen and apprentices engaged in handling, erecting, rigging and welding of bridge, structural, miscellaneous steel, ornamental metal work and all other work normally performed by Ironworkers Union in Mainland Nova Scotia but excluding office employees, above the rank of foreman, and those not mentioned above that are excluded by Part 1, Section 1, Subsections 2(a) and (b) of the Trade Union Act.
- 1.02 The Union recognizes the CLRA as the exclusive bargaining representative for its members designated herein and other contractor employers covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976 and Accreditation Order No. L.R.B. 428, dated April 5, 1977.
- 1.03 The Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act, and copy of same to the Nova Scotia Construction Labour Relations Association Limited.

ARTICLE 2 - PURPOSE

- 2.01 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 expenses or delay in the work involved.
- 2.02 Upon the agreement of the parties, meetings to discuss alterations to the terms and conditions contained herein may be convened. Upon the agreement of the parties any term or condition may be added, deleted or amended. Should the parties be unable to agree upon a change to the terms and conditions contained within this Collective Agreement, then the parties shall continue to be bound by the terms of this Collective Agreement.

ARTICLE 3 - NO DISCRIMINATION OR INTIMIDATION

- 3.01 The employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practised 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.
- 3.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised 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 an 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

- 4.01 The employer agrees that there will be no lockout during the term of this Agreement.
- 4.02 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.
- 4.03 All employees of the employer not covered by this Agreement will have access to any erection project whenever required by the employer.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 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, nor be used for the purpose of discrimination against any employee because of his membership or non-membership in the Union.

ARTICLE 6 - STEWARDS

- 6.01 A steward shall be an employee who shall be a qualified journeyman and a Union member in good standing, appointed by the Business Agent of the Union. It shall be his duty to assist the employer and Union members in carrying out the provisions set out in this Agreement. He shall be allowed reasonable time to perform such duties by the foreman or superintendent on the job.
- 6.02 When a Steward is appointed, the Business Agent will advise the employer the name of the man so appointed. The employer shall notify the Union when the employment of a steward is terminated.
- 6.03 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.

ARTICLE 7 - BUSINESS AGENT

- 7.01 The Business Agent of the Union will be granted permission at the job site 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.
- 7.02 If restrictions outside the control of the employer prevent the Business Agent access to a job or project, the employer will recommend that privileges be granted for the purpose outlined in Paragraph 7.01.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The Parties being aware of the high cost of Arbitration agree that they wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to complement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.
- 8.02 Failing agreement on Article 8.01, the Provisions of Section 107(1) of the Trade Union Act will apply.

ARTICLE 9 - HOURS OF WORK, WORKING CONDITIONS, WAGE RATES

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

Schedule "A": outlines the regularly assigned hours of work, statutory holidays, overtime, regulations and certain working conditions and rules governing same.

Schedule "B": outlines the various job classifications and rates of wage rates applicable to each.

ARTICLE 10 - WATER AND SHACK

10.01 The employer shall furnish fresh drinking water in suitable sanitary containers with ice, if necessary and where practical, and paper cups will be provided.

10.02 The employer will provide a shed or room for employees to change and eat lunch on jobs expected to exceed seven (7) days. The shed or room shall be fitted with seats or benches and a table, lights if readily available, and heat when necessary. The employer shall not store tools in this shed or room.

10.03 Adequate toilet facilities will be made available through the employer.

ARTICLE 11 - JURISDICTIONAL DISPUTES

- 11.01 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.
- 11.02 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 submitted to the Impartial Jurisdictional Disputes Board recognized by the Building & Construction Trades Dept., AF of L., CIO
- 11.03 If any of the Parties involved disagree with the decision of the Impartial Jurisdictional Disputes Board, then it will be submitted to the Labour Relations Board (Nova Scotia) as provided in the Trade Union Act, Chapter 19, Section 50. It is further understood and agreed, however, that if the dispute causes any delay in the progress of work or gives rise to an apprehended delay, any of the Parties hereto may apply to the L.R.B. (NS) for an Interim Order under Chapter 19, Section 50, of the Trade Union Act.

ARTICLE 12 – SUB-CONTRACTS

12.01 The employer will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractors.

Any such sub-contractor shall acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement and Craft Schedule. For the purpose of this clause "sub-contractor" shall mean any contractor who performs work for the employer on the project (job site).

12.02 The Union will stipulate and individual Union members agree that no individual member of the Union will contract or bid work without being a member of a registered partnership or an owner in a company registered at the Registry of Companies office.

12.03 If the employer elects to sub-contract work normally performed under the terms of this Collective Agreement to a company that is not bound to this Collective Agreement, then the employer shall act as guarantor to the Union that the terms and conditions of the Collective Agreement shall be observed on the sub-contracted work, and the Union shall have the right to act directly against the employer for recovery of any damages flowing from a breach of the Collective Agreement.

12.04 If, after two (2) working days of notification of request as per Article A12.02, the Union is unable to supply sufficient members to an employer and the employer is obligated to hire a company that is not bound to this Collective Agreement as sub-contractor, the employer shall not be held as guarantor to the Union that the terms and conditions of the Collective Agreement shall be observed on the sub-contracted work. The employer shall provide the sub-contractor with the Collective Agreement and shall make best efforts to request that the sub-contractor abide by its terms and conditions.

ARTICLE 13 - DURATION OF AGREEMENT

- 13.01 All articles of this Agreement and Schedules hereto shall remain in full force and effect until and including the termination dates of April 30, 2018, and from year to year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than thirty (30) days prior to April 30, 2018, or April 30 in any subsequent year, of the party's desire to change, add to or amend this Agreement. In the event no such notice is given by either party, this agreement will remain in effect from year to year.
- 13.02 The Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of Nova Scotia.

ARTICLE 14 - NOTICES

- 14.01 Any notice required to be given to the Union shall be effectively given when mailed to the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 752, 24 Lakeside Park Drive, Unit 103, Lakeside, NS B3T 1L1, or to such other address as the Union may have supplied to the employer.
- 14.02 Any notice required to be given the CLRA shall be effectively given when mailed to the Nova Scotia Construction Labour Relations Association Limited, 260 Brownlow Avenue, Unit No. 1, Dartmouth, Nova Scotia, B3B 1V9, or to such other address as the CLRA may have supplied to the Union.
- 14.03 Any notice required to be given to the employer shall effectively be given when mailed to the address as indicated under Appendix "A" hereof, or to such other address as the employer may have supplied to the Union.

ARTICLE 15 - ENABLING CLAUSE

- 15.01 It is recognized that from time to time certain terms and conditions of employment for Ironworkers may require alteration from those contained in this Collective Agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent.
- 15.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Joint Conference Committee (J.C.C.).
- 15.03 Where this Committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 15.04 The J.C.C. members from the Local Union shall consist of the Executive Committee.

ARTICLE 16 - SIGNATORIES

16.01 In witness whereof the parties have hereto executed this Agreement on this 19th day of October, 2015.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL &
ORNAMENTAL IRONWORKERS,
LOCAL UNION 752**

TINA LANE

JOHN WILSON

IAN OULTON

GEORGE MACDOUGALL

CALUM MACLEOD
WITNESS

**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 Employees will be allowed one-half (1/2) hour for lunch, generally between 12:00 Noon and 12:30 p.m. without pay.
- A1.03 The normal workweek shall consist of five (5) eight (8) hour days scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday. Changes to the above normal workweek may be implemented upon the Agreement of the employer and the Union. Such Agreement must be reached prior to the implementation of such changes on-site. Such Agreement to include when overtime is payable and when make up time may be worked.
- A1.04 The purpose of this clause is to provide a means whereby Employers and Employees may have the opportunity to obtain a maximum of forty (40) hours of work being performed in a work week, at the straight time rate of pay. The Employer may, at his option, schedule make-up time, Monday through Friday, which has been lost to weather or equipment breakdown. Make-up time will be worked at straight time rates and is voluntary. Any work done over and above the allowed make-up time and any hours in excess of forty (40) hours for the week will be paid at the applicable overtime rates. Make-up time shall NOT be performed on Saturdays, Sundays or designated holidays.

ARTICLE A2 - EXPENSE ALLOWANCE

A2.01 When an employee works on a job site more than one hundred and twenty (120) kilometres from his address of record, the employer, commencing on the day the employee begins work, will pay the employee daily:

August 23, 2015one hundred seventeen dollars (\$117.00) per day worked
May 1, 2016one hundred nineteen dollars (\$119.00) per day worked
May 1, 2017one hundred twenty-one dollars (\$121.00) per day worked

except that this allowance will not apply where employees can be accommodated at employer-provided accommodations.

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

The address of record of an employee is the address registered by the employee with the Union office three (3) months prior to the commencement of a construction project.

An employee address of record can only be changed once every two (2) years, unless the change of address involves the purchase or sale of a residential property or the employee is entering into a residential lease of at least one (1) year duration.

A2.02 Under certain circumstances if suitable accommodation cannot be obtained at this rate and no employer-provided accommodations are available, the employer shall pay the full cost of Board.

A2.03 An employee shall not be entitled to expense allowance if the job site is within one hundred twenty (120) kilometres of his address of record.

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

A2.04 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 for a day of inclement weather will be forfeited if an employee fails to report for work at the beginning of his shift.

A2.05 Forfeiture of expense allowance may be waived in any case if the reason for absenteeism is acceptable to the employer.

A2.06 Every effort will be made to pay expenses on the pay immediately following to the employee concerned.

ARTICLE A3 - COMMUTING ALLOWANCE

A3.01 When an employee commutes via the most direct normally travelled route to a job site sixty or more kilometres from their permanent place of residence, the employer shall pay fifty-five cents (\$0.55) per kilometre up to 120 kilometres one way, per day worked:

Distance	Allowance
0 – 59.9 kms	\$0.00
60 – 120 kms	<u>\$0.55/km</u>
more than 120 kms	Board

A3.02 Commuting Allowance is not applicable if the employee is travelling in the employer’s vehicle.

ARTICLE A4 - OVERTIME REGULATIONS

- A4.01 The employer may require employees to perform work in excess of their regularly assigned hours.
- A4.02 When a five (5) x eight (8) hour work week is in effect (Monday to Friday inclusive), on work other than Shut Downs and Major Industrial Projects (see A4.07 below):
- 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 Saturday and Sunday shall be paid for at the rate of double time (2x).
- A4.03 All time worked on designated holidays as spelled out in Article A8 shall be paid at double time (2x).
- A4.04 No work shall be performed on Labour Day except on jobs of extreme emergency.
- A4.05 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 seven dollars fifty cents (\$7.50) will be included in his pay for the next regular pay period.
- A4.06 On non-Industrial Projects, and any job under three hundred fifty thousand dollars (\$350,000.00) value, when work cannot be performed during normal working hours due to the Owner's 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 workweek. The above threshold shall be adjusted on renewal in accordance with the Consumer Price Index as reported by Statistics Canada.
- A4.07 All overtime worked on Major Industrial Projects (as defined in Schedule "D" of this Agreement), and all overtime worked on Shutdowns, shall be paid at the rate of double time (2 x).

ARTICLE A5 - WAGE PAYMENT AND QUITTANCE PAY

A5.01 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. Regardless of the method of payment, the employee shall be provided with a clear statement of hours worked and itemized deductions and employer contributions. 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.

Statements may be delivered electronically upon mutual agreement of the employer and employee.

A5.02 If Thursday or Friday is a holiday, every reasonable effort will be made to pay on Wednesday.

A5.03 The employer shall send on the next regular pay day to employees who are terminated, their wages, vacation pay, holiday pay, expense allowance, commuting allowance and Record of Employment or copy of ROE Web e-Filing.

A5.04 An employee who quits of his own accord shall be paid on the next regularly scheduled payday.

ARTICLE A6 - PAY FOR REPORTING TIME

A6.01 When a workman reports for work (unless previously advised by the employer not to report) 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 regular rate of pay. Once a workman has been put to work, he shall be paid a minimum of two (2) hours at his applicable rate of pay. However, the workman must remain on the job during these two (2) hours, unless released by the employer.

A workman entitled to receive commuting or Board Allowance shall receive such allowance if he is paid reporting time.

ARTICLE A7 - VACATION PAY AND HOLIDAY PAY

A7.01 The employer shall pay vacation pay and holiday pay to all employees covered by this Agreement at the following rates:

Vacation PaySeven Percent (7%) of Wages
Holiday Pay.....Two Percent (2%) of Wages

A7.02 Vacation and holiday pay shall be paid weekly.

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

ARTICLE A8 - DESIGNATED HOLIDAYS

A8.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays.

CALENDAR YEAR 2015	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
Labour Day	Monday	September 7, 2015	Same
Thanksgiving Day	Monday	October 12, 2015	Same
Remembrance Day	Wednesday	November 11, 2015	Same
Christmas Day	Friday	December 25, 2015	Same
Boxing Day	Saturday	December 26, 2015	Monday December 28, 2015
CALENDAR YEAR 2016	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Friday	January 1, 2016	Same
<u>Heritage Day</u>	<u>Monday</u>	<u>February 15, 2016</u>	Same
Good Friday	Friday	March 25, 2016	Same
Victoria Day	Monday	May 23, 2016	Same
Canada Day	Friday	July 1, 2016	Same
Labour Day	Monday	September 5, 2016	Same
Thanksgiving Day	Monday	October 10, 2016	Same
Remembrance Day	Friday	November 11, 2016	Same
Christmas Day	Sunday	December 25, 2016	Monday December 26, 2016
Boxing Day	Monday	December 26, 2016	Tuesday December 27, 2016
CALENDAR YEAR 2017	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Sunday	January 1, 2017	Monday January 2, 2017
<u>Heritage Day</u>	<u>Monday</u>	<u>February 20, 2017</u>	Same
Good Friday	Friday	April 14, 2017	Same
Victoria Day	Monday	May 22, 2017	Same
Canada Day	Saturday	July 1, 2017	Monday July 3, 2017
Labour Day	Monday	September 4, 2017	Same
Thanksgiving Day	Monday	October 9, 2017	Same
Remembrance Day	Saturday	November 11, 2017	Monday November 13, 2017
Christmas Day	Monday	December 25, 2017	Same
Boxing Day	Tuesday	December 26, 2017	Same
CALENDAR YEAR 2018	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Monday	January 1, 2018	Same
<u>Heritage Day</u>	<u>Monday</u>	<u>February 19, 2018</u>	Same
Good Friday	Friday	March 30, 2018	Same

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.

Should new statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

Correction #2 – August 23, 2015

A8.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article A4, for all hours worked at the request of the employer.

ARTICLE A9 - APPRENTICES

A9.01 There may be up to one (1) Apprentice to two (2) Journey persons (1:2). For Miscellaneous and Ornamental Ironworker, Apprentice ratio may be 1:1.

A9.02 If, due to a lack of available journeymen, an employer requesting workers is put out of the above ratio, the employer will not be obligated to dismiss apprentices in favour of journeymen if journeymen then become available while work is ongoing.

A9.03 Probationary Member Category.....1st 1000 Hrs-1st Year Apprentice Rate but no benefits or pension

Apprentice Category2nd 1000 Hrs-1st Year Apprentice Rate but no pension

A9.04 Apprentices shall serve a 6,000 hour apprenticeship and shall carry an up-to-date book of recorded hours.

A9.05 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 Schedule B of this Agreement.

A9.06 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.

A9.07 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.

A9.08 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 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 A10 - COFFEE BREAK

A10.01 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.

A10.02 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 A11 - UNION DEDUCTIONS

- A11.01 The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Union due deductions are to be deducted from the first pay 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.
- A11.02 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 (10th) day of the following month for the month deducted.
- A11.03 Local Union 752 field dues in the amount of 3.71 percent (3.71%) of gross wages for each hour paid **and effective January 29, 2017, in the amount of 3.88 percent (3.88%) of gross wages for each hour paid** shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- A11.04 A contribution of three cents (\$0.03) per hour paid as a remittance to the Nova Scotia Construction Sector Council shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- A11.05 All remittances referred to in this Article will be accompanied by a statement containing the names, social insurance numbers, hours of work and gross wages (base hourly rate plus vacation and holiday) for each employee.
- A11.06 Remittance cheques under this Article shall be made payable to:
Ironworkers, Local 752
24 Lakeside Park Drive, Unit 103
Lakeside, Nova Scotia B3T 1L1
(902) 450-5615

Should any increase in the above Union Dues as set forth in paragraph A11.01 or fees set forth in paragraph A12.03 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.

Amendment #1 – January 29, 2017

ARTICLE A12 - UNION SECURITY

A12.01 The employer agrees to only hire employees who present referral slips issued by the local Union or who have been cleared by a local Union representative. When an employee is hired other than by referral from the Union, the employer must immediately contact the Union to secure a referral slip. Referral slips will contain the address of record, the good standing of the employee and the appropriate wage rate to be paid.

A Union member who is not registered on the Union's "Out of Work" list will not be eligible to have a referral slip issued in their name.

A12.02 If the Union is unable to supply members within two (2) working days of notification of request, then the employer may hire other available men and shall submit to the Union office the names of the men so hired within two (2) working days after commencement of work.

A12.03 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.

A12.04 The employer agrees, under paragraph A12.01, all members hired shall become and remain members in good Union dues standing while in the employment of the employer. The employer agrees that employees hired under paragraph A12.02 shall be the first to be laid off the job.

ARTICLE A13 – IRON WORKERS LOCAL 752 PENSION PLAN

A13.01 The trust document under which the Iron Workers Local Union 752 Pension Trust Fund is controlled shall provide for Trustees equal in number and in power appointed by each of the parties hereto.

The Trustees to the Pension Fund will also Trustee the Benefit Plan.

A13.02 Pension Plan - The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10th) day of the month following; the sum indicated in Schedule “B” Wage Tables as per hour paid. Employer contributions shall be indicated on the employee’s pay stub. The Pension Trust Fund shall be professionally administered.

A13.03 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.

A13.04 Such remittance will be made on the forms provided indicating the specific fund breakdown and made payable to the Benefit Plan Administrators Limited but forwarded to:

c/o Iron Workers Local 752
24 Lakeside Park Drive, Unit 103
Lakeside, Nova Scotia B3T 1L1
Phone: (902) 450-5615
Fax: (902) 450-5082

The parties to this Collective Agreement agree that the Trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the parties hereto to enforce the payment of such contributions and collective overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by the individual employee. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and the right to receive the same to the Trustees.

In the event the Pension Trust Fund is discontinued for any reason whatsoever, the contributions shall become part of the wage package.

**ARTICLE A14 – BENEFIT PLAN – IRON WORKERS LOCAL 752
MAJOR MEDICAL & DENTAL PLAN**

The Parties hereto agree to the Benefit Plan as follows:

A14.01 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.

A14.02 Employers signatory to this Agreement shall remit month to the Administrator of Records before the tenth (10th) day of the month following, the sums as per the following:

Employer Deductions and Contributions	
Benefit Plan (Major Medical & Dental Plan – Employee Deduction)	\$1.20
Benefit Plan (Major Medical & Dental Plan – Employer Contribution)	\$0.30
Pension Plan (Employer Contribution)	As indicated in Schedule “B” Wage Tables

A14.03 The employer shall deduct from the employee one dollar and twenty cents (\$1.20) and shall contribute thirty cents (\$0.30) 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 deduct from the employee one dollar and eighty cents (\$1.80) and shall contribute forty-five cents (\$0.45) per hour for each hour paid.

For overtime hours payable at double (2x) the straight time, the employer shall deduct from the employee two dollars and forty cents (\$2.40) and shall contribute sixty cents (\$0.60) per hour for each hour paid.

A14.04 The cheque shall be made payable to the Iron Workers Local Union 752 Benefit Plan and forwarded to:

c/o Iron Workers Local 752
24 Lakeside Park Drive, Unit 103
Lakeside, Nova Scotia B3T 1L1
Phone: (902) 450-5615
Fax: (902) 450-5082

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

- A14.05 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.
- A14.06 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.
- A14.07 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 A15 – IRONWORKER LOCAL 752 BUILDING FUND

- A15.01 The employer shall remit for each journeyman twenty-five cents (\$0.25) for each hour paid in that month to a journeyman 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, Nova Scotia B3T 1L1

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.

This article does not apply to Apprentices.

ARTICLE A16 - INDUSTRY IMPROVEMENT FUND

A16.01 All employers must remit each month, by the fifteenth (15th) day of the following month, to the Industry Improvement Fund an amount of sixteen cents (\$0.16). Such amounts along with completed remittance forms provided by the Administrator of the Industry Improvement Fund shall be mailed to:

The Administrator
Industry Improvement Fund
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9

The above fund consists of the following:

- 1. Nova Scotia Construction Labour Relations Association.....\$0.11
 - 2. Nova Scotia Construction Sector Council\$0.03
 - 3. Techsploration.....\$0.02
 - Total contribution for each hour paid\$0.16
- (add HST to item 1 only)

In the event any one of the above funds are wound up, the following subdivision would apply:

- 1. Nova Scotia Construction Labour Relations Association portion of the fund shall be reduced by eleven cents (\$0.11) per hour paid.
- 2. Nova Scotia Construction Sector Council portion of the fund shall be reduced by three cents (\$0.03) per hour paid.
- 3. Techsploration portion of the fund shall be reduced by two cents (\$0.02) per hour **paid.**

A16.01A It is agreed that Ironworkers Local 752 retains the exclusive right to allocate and/or reallocate annual wage increase to the various benefit trust funds and any other union funds designated in the current collective agreement. The Union shall give at least sixty (60) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wage increase between designated union funds.

A16.01B It is agreed that the CLRA has the right to allocate increases to the CLRA’s Industry Improvement Fund (Article 16), provided that the union receives sixty (60) days notice of such change.

Correction #1 – August 23, 2015

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

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

24 Lakeside Park Drive, Unit 103
Lakeside, Nova Scotia B3T 1L1

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
8. Man Lift/Scissor Lift
9. Telehandler
10. Scaffold Training

ARTICLE A18 – DELINQUENT PAYMENTS

A18.01 Timely payment of wages, trust fund contributions and union deductions provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

- (i) The Union shall advise the employer in writing of any delinquency.
- (ii) If within two (2) business days of receipt of notification the employer has failed to pay delinquent contributions or to request a meeting with the Union to provide for the payment of delinquent contributions, then the employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to an additional charge at the rate of twenty-five percent (25%) on all contributions/deductions in arrears.

This is not to be construed to mean that the above charges relieve the employer of any further liabilities which may occur because of his failure to report any pay contributions/deductions as provided.

- (iii) Should the matter not be resolved at the above mentioned meeting, the Union may upon forty-eight (48) hours notice to the employer, withdraw its members from the delinquent employer without contravening the terms of this Agreement.
- (iv) The delinquent company will be liable for all legal costs incurred in the recovery of contributions.

ARTICLE A19 - SHIFT WORK AND PREMIUM

A19.01 It is agreed shift work or irregular hours may be necessary to suit job conditions.

A19.02 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.

A19.03 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.

A19.04 Premium pay for shift work shall not be compounded on overtime hours.

A19.05 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 A20 - TERMINATION

A20.01 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 A21 - BEREAVEMENT PAY

A21.01 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.

A21.02 The immediate family shall be defined as spouse, mother, father, daughter, son, sister and brother.

ARTICLE A22 - WELDING TEST

A22.01 Whenever a welding test is required by the Employer, costs for the test shall be paid from the Ironworkers Structural Training Fund. Members performing welding work will hold a valid welding certificate for the applicable task.

ARTICLE A23 - PROTECTIVE CLOTHING

A23.01 The employer shall provide the following items when abnormal working conditions require their use ... rain suits, coveralls, gloves and welding jackets.

A23.02 Such items shall remain the property of the employer and shall be returned upon completion of the job.

ARTICLE A24 - SAFETY AND HEALTH

A24.01 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.

A24.02 Employees shall not be required to work with unsafe equipment and conditions.

A24.03 Safety hats must be worn by all employees on the jobsite at all times.

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

A24.04 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.

A24.05 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.

A24.06 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.

ARTICLE A25 - BENEFIT BOND

- A25.01 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.
- A25.02 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.
- A25.03 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.

SCHEDULE "B"

ARTICLE B1 – WAGE RATES FOR JOURNEYMEN

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date	Hourly Rate	V & H (9%)	Benefit	Pension	Training	Building Fund*	IIF	Total Package
<u>August 23, 2015</u>	<u>\$35.34</u>	<u>\$3.18</u>	\$0.30	<u>\$7.05</u>	\$0.66	\$0.25	<u>\$0.16</u>	<u>\$46.94</u>
<u>May 1, 2016</u>	<u>\$36.09</u>	<u>\$3.25</u>	\$0.30	<u>\$7.23</u>	\$0.66	\$0.25	\$0.16	<u>\$47.94</u>
<u>May 1, 2017</u>	<u>\$36.84</u>	<u>\$3.32</u>	\$0.30	<u>\$7.41</u>	\$0.66	\$0.25	\$0.16	<u>\$48.94</u>

* This amount has already been deducted from the wage package as per Article A15. In the event that the Building Fund ceases to exist, this amount will revert to the employee wage package.

MAJOR INDUSTRIAL PROJECTS (As Defined in Schedule "D")

Effective Date	Hourly Rate	V & H (9%)	Benefit	Pension	Training	Building Fund *	IIF	Total Package
<u>August 23, 2015</u>	<u>\$38.09</u>	<u>\$3.43</u>	\$0.30	<u>\$7.05</u>	\$0.66	\$0.25	<u>\$0.16</u>	<u>\$49.94</u>
<u>May 1, 2016</u>	<u>\$38.84</u>	<u>\$3.50</u>	\$0.30	<u>\$7.23</u>	\$0.66	\$0.25	\$0.16	<u>\$50.94</u>
<u>May 1, 2017</u>	<u>\$39.60</u>	<u>\$3.56</u>	\$0.30	<u>\$7.41</u>	\$0.66	\$0.25	\$0.16	<u>\$51.94</u>

* This amount has already been deducted from the wage package as per Article A15. In the event that the Building Fund ceases to exist, this amount will revert to the employee wage package.

B1.01 From these hourly rates, the employer shall deduct the employee Benefit Plan contribution and Union Deductions as set forth in Article A11, A13 and A14 of this Agreement. The employer shall make Pension Plan and Employer Benefit Plan contributions as set forth in Articles A13, A15 and A16.

ARTICLE B2 - JOURNEYMAN IRONWORKER

- B2.01 A journeyman ironworker 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:
- B2.01a 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.
- B2.01b Hook on, climb, connect and signal the hoisting engineer.
- B2.01c Erect scaffolds, fit up and bolt joints in a proper fashion preparatory to riveting and perform all riveting and high strength bolting operations.
- B2.01d Carry out all the miscellaneous tasks which arise on erection jobs, such as tying knots, burning, drilling, reaming, etc.
- B2.01e Carry out rigging work and power handling of mechanical equipment as required under general direction of the pusher or foreman.
- B2.01f Operate hand and power tools and the required power equipment necessary to perform the above items.
- B2.02 A Journeyman 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.

The replacement harness shall be one of equal quality.

ARTICLE B3 - JOURNEYMAN WELDER

B3.01 A journeyman welder must be qualified under Class "O" of the current Canadian Standards Association of Welding Code. 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 from drawings and be familiar with welding procedures
5. Burn and chip

B3.02 A Journeyman 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 - JOURNEYMAN MISCELLANEOUS AND ORNAMENTAL METALWORKERS

- B4.01 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.
- B4.02 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 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.
- B4.03 A Journeyman 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 B5 - JOURNEYMEN RIGGERS

B5.01 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, 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.

B5.02 A Journeyman Rigger should report for work with at least the following equipment:

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

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 B6 - FOREMEN AND PUSHERS

- B6.01 A foreman is a qualified journeyman or pusher who has been selected by the employer to direct a group of men and supervise the work without the regular direction of a Superintendent.
- B6.02 Once a crew exceeds five (5) workers, a foreman shall be appointed. While so employed, the foreman shall be paid a premium of three dollars (\$3.00) per hour over the top rate being paid to journeymen ironworkers. Once the foreman premium is paid, it shall continue for the duration of the job.
- B6.03 Once a crew exceeds three (3) workers, a pusher shall be appointed. A pusher is a qualified journeyman who has been selected by the employer to direct a group of men under the direction of a foreman or Superintendent. While so employed, the pusher shall be paid a premium of one dollar and fifty cents (\$1.50) per hour over the top rate being paid to journeymen ironworkers.

**ARTICLE B7 - APPRENTICES - RATES FOR ALL WORK,
OTHER THAN MAJOR INDUSTRIAL**

B7.01 1st 1000 Hours

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>50%</u>	<u>\$20.12</u>	<u>\$1.81</u>	\$0.00	\$0.00	\$0.66	<u>\$0.16</u>	<u>\$22.75</u>
<u>May 1, 2016</u>	<u>50%</u>	<u>\$20.58</u>	<u>\$1.85</u>	\$0.00	\$0.00	\$0.66	\$0.16	<u>\$23.25</u>
<u>May 1, 2017</u>	<u>50%</u>	<u>\$21.04</u>	<u>\$1.89</u>	\$0.00	\$0.00	\$0.66	\$0.16	<u>\$23.75</u>

B7.02 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 journeyman.

B7.03 Effective after completion of 1st 1000 hours experience

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>50%</u>	<u>\$20.12</u>	<u>\$1.81</u>	\$0.30	\$0.00	\$0.66	<u>\$0.16</u>	<u>\$23.05</u>
<u>May 1, 2016</u>	<u>50%</u>	<u>\$20.58</u>	<u>\$1.85</u>	\$0.30	\$0.00	\$0.66	\$0.16	<u>\$23.55</u>
<u>May 1, 2017</u>	<u>50%</u>	<u>\$21.04</u>	<u>\$1.89</u>	\$0.30	\$0.00	\$0.66	\$0.16	<u>\$24.05</u>

B7.04 Effective after completion of 2nd 1000 hours experience

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>60%</u>	<u>\$22.45</u>	<u>\$2.02</u>	\$0.30	<u>\$1.88</u>	\$0.66	<u>\$0.16</u>	<u>\$27.47</u>
<u>May 1, 2016</u>	<u>60%</u>	<u>\$22.90</u>	<u>\$2.06</u>	\$0.30	<u>\$1.99</u>	\$0.66	\$0.16	<u>\$28.07</u>
<u>May 1, 2017</u>	<u>60%</u>	<u>\$23.35</u>	<u>\$2.10</u>	\$0.30	<u>\$2.10</u>	\$0.66	\$0.16	<u>\$28.67</u>

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

B7.05 Effective after completion of 3rd 1000. hours experience

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>70%</u>	<u>\$24.81</u>	<u>\$2.23</u>	\$0.30	<u>\$2.50</u>	\$0.66	<u>\$0.16</u>	<u>\$30.66</u>
<u>May 1, 2016</u>	<u>70%</u>	<u>\$25.33</u>	<u>\$2.28</u>	\$0.30	<u>\$2.63</u>	\$0.66	\$0.16	<u>\$31.36</u>
<u>May 1, 2017</u>	<u>70%</u>	<u>\$25.85</u>	<u>\$2.33</u>	\$0.30	<u>\$2.76</u>	\$0.66	\$0.16	<u>\$32.06</u>

B7.06 Effective after completion of 4th 1000 hours experience

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>80%</u>	<u>\$28.39</u>	<u>\$2.55</u>	\$0.30	<u>\$3.15</u>	\$0.66	<u>\$0.16</u>	<u>\$35.21</u>
<u>May 1, 2016</u>	<u>80%</u>	<u>\$28.99</u>	<u>\$2.61</u>	\$0.30	<u>\$3.29</u>	\$0.66	\$0.16	<u>\$36.01</u>
<u>May 1, 2017</u>	<u>80%</u>	<u>\$29.60</u>	<u>\$2.66</u>	\$0.30	<u>\$3.43</u>	\$0.66	\$0.16	<u>\$36.81</u>

B7.07 Effective after completion of 5th 1000 hours

ALL WORK, OTHER THAN MAJOR INDUSTRIAL

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>90%</u>	<u>\$32.21</u>	<u>\$2.90</u>	\$0.30	<u>\$3.79</u>	\$0.66	<u>\$0.16</u>	<u>\$40.02</u>
<u>May 1, 2016</u>	<u>90%</u>	<u>\$32.89</u>	<u>\$2.96</u>	\$0.30	<u>\$3.95</u>	\$0.66	\$0.16	<u>\$40.92</u>
<u>May 1, 2017</u>	<u>90%</u>	<u>\$33.57</u>	<u>\$3.02</u>	\$0.30	<u>\$4.11</u>	\$0.66	\$0.16	<u>\$41.82</u>

B7.08 From the above hourly rates in B7.03, B7.04, B7.05, B7.06, B7.07 the employer shall deduct the Benefit Plan and Union Deductions as set forth in Articles A11 and A14 of this Agreement. The employer shall make contributions as set forth in Article A13, and Article A16.

**ARTICLE B8 - APPRENTICES - RATES FOR
MAJOR INDUSTRIAL PROJECTS (AS DEFINED IN SCHEDULE “D”)**

B8.01 1ST 1000 hours

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>50%</u>	<u>\$21.25</u>	<u>\$1.91</u>	\$0.00	\$0.00	\$0.66	<u>\$0.16</u>	<u>\$23.98</u>
<u>May 1, 2016</u>	<u>50%</u>	<u>\$21.71</u>	<u>\$1.95</u>	\$0.00	\$0.00	\$0.66	\$0.16	<u>\$24.48</u>
<u>May 1, 2017</u>	<u>50%</u>	<u>\$22.17</u>	<u>\$1.99</u>	\$0.00	\$0.00	\$0.66	\$0.16	<u>\$24.98</u>

B8.02 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 journeyman.

B8.03 Effective after completion of 1st 1000 hours experience

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>50%</u>	<u>\$21.25</u>	<u>\$1.91</u>	\$0.30	\$0.00	\$0.66	<u>\$0.16</u>	<u>\$24.28</u>
<u>May 1, 2016</u>	<u>50%</u>	<u>\$21.71</u>	<u>\$1.95</u>	\$0.30	\$0.00	\$0.66	\$0.16	<u>\$24.78</u>
<u>May 1, 2017</u>	<u>50%</u>	<u>\$22.17</u>	<u>\$1.99</u>	\$0.30	\$0.00	\$0.66	\$0.16	<u>\$25.28</u>

B8.04 Effective after completion of 2nd 1000 hours experience

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	IIF	Total Package
<u>August 23, 2015</u>	<u>60%</u>	<u>\$23.99</u>	<u>\$2.16</u>	\$0.30	<u>\$1.85</u>	\$0.66	<u>\$0.16</u>	<u>\$29.12</u>
<u>May 1, 2016</u>	<u>60%</u>	<u>\$24.44</u>	<u>\$2.20</u>	\$0.30	<u>\$1.96</u>	\$0.66	\$0.16	<u>\$29.72</u>
<u>May 1, 2017</u>	<u>60%</u>	<u>\$24.89</u>	<u>\$2.24</u>	\$0.30	<u>\$2.07</u>	\$0.66	\$0.16	<u>\$30.32</u>

PSNA SCHEDULE 18: IRONWORKERS STRUCTURAL LOCAL 752

B8.05 Effective after completion of 3rd 1000. hours experience

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	HF	Total Package
<u>August 23, 2015</u>	<u>70%</u>	<u>\$26.45</u>	<u>\$2.38</u>	\$0.30	<u>\$2.50</u>	\$0.66	<u>\$0.16</u>	<u>\$32.45</u>
<u>May 1, 2016</u>	<u>70%</u>	<u>\$26.97</u>	<u>\$2.43</u>	\$0.30	<u>\$2.63</u>	\$0.66	<u>\$0.16</u>	<u>\$33.15</u>
<u>May 1, 2017</u>	<u>70%</u>	<u>\$27.50</u>	<u>\$2.47</u>	\$0.30	<u>\$2.76</u>	\$0.66	<u>\$0.16</u>	<u>\$33.85</u>

B8.06 Effective after completion of 4th 1000 hours experience

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	HF	Total Package
<u>August 23, 2015</u>	<u>80%</u>	<u>\$30.28</u>	<u>\$2.72</u>	\$0.30	<u>\$3.15</u>	\$0.66	<u>\$0.16</u>	<u>\$37.27</u>
<u>May 1, 2016</u>	<u>80%</u>	<u>\$30.88</u>	<u>\$2.78</u>	\$0.30	<u>\$3.29</u>	\$0.66	\$0.16	<u>\$38.07</u>
<u>May 1, 2017</u>	<u>80%</u>	<u>\$31.49</u>	<u>\$2.83</u>	\$0.30	<u>\$3.43</u>	\$0.66	\$0.16	<u>\$38.87</u>

B8.07 Effective after completion of 5th 1000 hours

MAJOR INDUSTRIAL PROJECTS

Effective Date		Hourly Rate	V & H (9%)	Benefit	Pension	Training	HF	Total Package
<u>August 23, 2015</u>	<u>90%</u>	<u>\$34.14</u>	<u>\$3.07</u>	\$0.30	<u>\$3.79</u>	\$0.66	<u>\$0.16</u>	<u>\$42.12</u>
<u>May 1, 2016</u>	<u>90%</u>	<u>\$34.82</u>	<u>\$3.13</u>	\$0.30	<u>\$3.95</u>	\$0.66	\$0.16	<u>\$43.02</u>
<u>May 1, 2017</u>	<u>90%</u>	<u>\$35.50</u>	<u>\$3.19</u>	\$0.30	<u>\$4.11</u>	\$0.66	\$0.16	<u>\$43.92</u>

B8.08 From the above hourly rates in B8.03, B8.04, B8.05, B8.06, B7.07 the employer shall deduct the Benefit Plan and Union Deductions as set forth in Articles A11 and A14 of this Agreement. The employer shall make contributions as set forth in Article A13 and Article A16.

SCHEDULE "C" – SMALL JOBS

- This applies to Mainland Nova Scotia ONLY.
- For Miscellaneous and Ornamental Ironworkers ONLY.
- For Small Jobs for
 - 1) Miscellaneous and Ornamental Steel and
 - 2) Renovations, up to three hundred and fifty thousand dollars (\$350,000.00) (man hours and materials).

Journeyman.....90% Rate

Apprentice.....1:1 Ratio

The regular workweek on Small Jobs shall be up to forty-four (44) hours payable at straight time.

Small Jobs excludes all additions, or new construction, over 6,000 square feet and all contracts over the agreed value (\$350,000). This threshold shall be adjusted on renewal in accordance with the Consumer Price Index as reported by Statistics Canada.

SCHEDULE "D" – MAJOR INDUSTRIAL PROJECTS

Major Industrial Projects shall be defined as a shutdown (as defined below) OR as the initial construction, or major expansion or renovation of facilities such as those listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hour and material) in excess of fifty million dollars (\$50,000,000.00).

- Pulp Mills
- Paper Mills
- Automobile Manufacturing Plants
- Steel Mills
- Power Generating Projects
- Oil Refineries
- Gas Refineries
- Rubber Plants (such as Michelin)
- Ore Reduction Plants
- Petro-Chemical Plans

SHUTDOWN IS:

- Complete unit outage scheduled well in advance of the actual downtime (typically greater than 1 year) for the purpose of significant unit mechanical repair.
- Major unit outage taken before the scheduled interval if the majority of the scheduled turnaround work is completed and the date of the next turnaround is reset.

SHUTDOWN IS NOT:

- Schedule unit outages for cyclical or regulatory purposes.
- Downtime of only part of a unit for maintenance work.
- Downtime to place a unit back in service following an outage.

Ironworkers dispatched to a Major Industrial Project (as defined in this Agreement) and whose permanent place of residence is more than one hundred (100) kilometres from the job site, shall be paid one (1) days board for the first day in and one (1) days board for the last day out on the job.

The Union, or the CLRA, or an employer shall be entitled to call a joint meeting of the parties to clarify the classifications of any job as Major Industrial prior to tender closing.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL &
ORNAMENTAL IRONWORKERS,
LOCAL UNION 752**

TINA LANE

JOHN WILSON

IAN OULTON

GEORGE MACDOUGALL

CALUM MACLEOD
WITNESS

APPENDIX “A” – EMPLOYERS REPRESENTED BY THE CLRA

TRADE CLASSIFICATION

IRONWORKER (STRUCTURAL)

- Aecon Mining Construction Services
- Black & McDonald Limited
- Cherubini Metal Works Limited
- Fitz's Construction Ltd.
- G.J. Cahill & Co. (1979) Ltd.
- Leslie & Benn Contracting Limited
- Marid Industries Limited
- Ocean Steel & Construction Limited
- Petrifond Foundation Company Limited
- RKO Steel Limited
- Sunny Corner Enterprises Inc.

IRONWORKER (MISCELLANEOUS)

- Cherubini Metal Works Limited
- Fitz's Construction Ltd.
- Leslie & Benn Contracting Limited
- Marid Industries Limited
- R & D Crane Operators Limited
- RKO Steel Limited
- Sunny Corner Enterprises Inc.