



AMENDMENT NOTICE

SENT: February 14, 2024

To: Ironworker Structural & Miscellaneous 752 Trade Classification

Aecon Mining			Marid Indust	Chelsea	Ward
Black & McDo	Charles	Savoie	Ocean Steel	Bill	Gates
Black & McDo	Lester	Buckland	Ocean Steel	Carrie	Watson
Cherubini Me	Danilo	Gasparetto	Petrifond Fo	Andrew	Luongo
Cherubini Me	Marc	Gasparetto	R & D Crane	Danilo	Gasparetto
Cherubini Me	Sandra	Checkley	R & D Crane	Darren	Czech
Fitz's Const	Mike	Fitzsimmons	R & D Crane	Sandra	Checkley
Leslie & Ben	Kevin	Leslie	RKO Steel Li	Ian	Oulton
MacGregor's	Andy	MacGregor	Sunny Corner	Bill	Schenkels
MacGregor's	James	MacPherson	Sunny Corner	Kirk	Mullin
MacGregor's	Mike	Corkum	The Cahill G	Karen	Dwyer
Marid Indust	Andrew	Swiber			

CC: George MacDougall, Local 752

FROM: Robert Shepherd

RE: Amendment #1 to 2023-2026 Ironworker Structural & Miscellaneous 752 Collective Agreement

PAGES: 8 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
February 5, 2024	<ul style="list-style-type: none"> Local 752's office has not moved, however, their mailing address has changed to: 24 Beechville Park Drive, Unit 103, Beechville, NS B3T 1L1 	Cover Page, 7, 18, 20, 22, 23, 25

Attached is Amendment #1 to the 2023-2026 Ironworker Structural & Miscellaneous 752 Collective Agreement, effective February 5, 2024.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended collective agreement and the amended pages are now available for download in the Agreements section of our website. Please visit www.nsclra.ca or <https://nsclra.ca/agreements/>.

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

Thank you.

**IRONWORKER AGREEMENT
(STRUCTURAL & MISCELLANEOUS)**

MAINLAND OF NOVA SCOTIA

A COLLECTIVE LABOUR AGREEMENT

BETWEEN

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

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

- AND -

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

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

THIS AGREEMENT dated this 2nd day of May, 2023.

EFFECTIVE DATE: May 1, 2023
EXPIRATION DATE: April 30, 2026

Amendment #1 – February 5, 2024

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 date of April 30, 2026, 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, 2026, 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 **Beechville** Park Drive, Unit 103, **Beechville**, 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 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. Dues deductions shall be made from the first pay 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 (25th) day of each month for the month deducted. Such remittance shall be accompanied by a statement of names and Social Insurance Numbers from whom the 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.

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 3.88 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 Beechville Park Drive, Unit 103
Beechville, 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 – February 5, 2024

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 Ironworkers Local 752 Pension Fund and forwarded to:

c/o Iron Workers Local 752
24 **Beechville** Park Drive, Unit 103
Beechville, 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.

Amendment #1 – February 5, 2024

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

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 journeyperson twenty-five cents (\$0.25) for each hour paid in that month to a journeyperson 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 Beechville Park Drive, Unit 103
Beechville, Nova Scotia B3T 1L1

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.

This article does not apply to Apprentices.

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 Journey person'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 Beechville Park Drive, Unit 103

Beechville, 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