

**APPENDIX NO. 5“A” - IRONWORKERS REBAR - 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")

***NOTE: Wage Rates Effective July 1/08 - June 30/11***

<b>JOURNEYMAN RODMAN - CERTIFIED - IRONWORKERS</b>								
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b><u>Building Fund</u></b>	<b><u>Consol. Fund</u></b>	<b>Total Pkg</b>
<b>July 1, 2008</b>	<u>\$26.34</u>	<u>\$2.37</u>	<u>\$1.50</u>	<u>\$5.00</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$36.44</u>
<b>July 1, 2009 *</b>	<u>\$27.12</u>	<u>\$2.44</u>	<u>\$1.50</u>	<u>\$5.35</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$37.74</u>
<b>July 1, 2010 *</b>	<b><u>\$27.81</u></b>	<b><u>\$2.50</u></b>	<u>\$1.50</u>	<u>\$5.60</u>	<u>\$0.61</u>	<b><u>\$0.25</u></b>	<u>\$0.72</u>	<u>\$38.99</u>

The wage tables for the years 2009 and 2010, as shown, represent a package increase of one dollar twenty-five cents (\$1.25) each year for a journeyman (or the appropriate percentage for an apprentice). However, it should be clearly noted that, if CPI + 1% exceeds that amount (\$1.25) in either, or both, of those years, then the increase shall be CPI + 1% to a maximum of four percent (4%).

From these hourly rates the employer shall remit the Benefit Plan, and Union Deductions as set out in those sections of this Appendix. The employer shall contribute to the Pension Plan, Training Fund, **Building Fund** and Consolidated Fund in accordance with the provisions of this Appendix.

**Amendment #10 – July 1, 2010**

**CRAFT SCHEDULE:****Wage Rates:**

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

**NOTE: Wage Rates Effective July 1/08 - June 30/11**

<b>RODMEN - IRONWORKERS</b>									
<b>July 1, 2008</b>		<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b>Building Fund</b>	<b>Consol. Fund</b>	<b>Total Package</b>
Journeyman Rodman – Foreman		<u>\$27.85</u>	<u>\$2.51</u>	\$1.50	<u>\$5.00</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$38.09</u>
Journeyman Rodman – Pusher		<u>\$26.84</u>	<u>\$2.42</u>	\$1.50	<u>\$5.00</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$36.99</u>
Journeyman Rodman – Certified	100%	<u>\$26.34</u>	<u>\$2.37</u>	\$1.50	<u>\$5.00</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$36.44</u>
Journeyman Rodman – 1	90%	<u>\$23.46</u>	<u>\$2.11</u>	\$1.50	<u>\$4.50</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$32.80</u>
Journeyman Rodman – 2	80%	<u>\$20.66</u>	<u>\$1.86</u>	\$1.50	<u>\$3.90</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$29.15</u>
Trainee Rodman – 1	70%	<u>\$17.87</u>	<u>\$1.61</u>	\$1.50	<u>\$3.30</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$25.51</u>
Trainee Rodman – 2	60%	<u>\$14.89</u>	<u>\$1.34</u>	\$1.50	<u>\$2.90</u>	<u>\$0.51</u>	-	<u>\$0.72</u>	<u>\$21.86</u>
<b>July 1, 2009</b>		<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b>Building Fund</b>	<b>Consol. Fund</b>	<b>Total Package</b>
Journeyman Rodman – Foreman		<u>\$28.63</u>	<u>\$2.58</u>	\$1.50	<u>\$5.35</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$39.39</u>
Journeyman Rodman – Pusher		<u>\$27.62</u>	<u>\$2.49</u>	\$1.50	<u>\$5.35</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$38.29</u>
Journeyman Rodman – Certified	100%	<u>\$27.12</u>	<u>\$2.44</u>	\$1.50	<u>\$5.35</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$37.74</u>
Journeyman Rodman – 1	90%	<u>\$24.12</u>	<u>\$2.17</u>	\$1.50	<u>\$4.85</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$33.97</u>
Journeyman Rodman – 2	80%	<u>\$21.20</u>	<u>\$1.91</u>	\$1.50	<u>\$4.25</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$30.19</u>
Trainee Rodman – 1	70%	<u>\$18.29</u>	<u>\$1.65</u>	\$1.50	<u>\$3.65</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$26.42</u>
Trainee Rodman – 2	60%	<u>\$15.19</u>	<u>\$1.37</u>	\$1.50	<u>\$3.25</u>	<u>\$0.61</u>	-	<u>\$0.72</u>	<u>\$22.64</u>
<b>July 1, 2010</b>		<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training</b>	<b>Building Fund</b>	<b>Consol. Fund</b>	<b>Total Package</b>
Journeyman Rodman – Foreman		<u>\$29.32</u>	<u>\$2.64</u>	\$1.50	<u>\$5.60</u>	\$0.61	<u>\$0.25</u>	<u>\$0.72</u>	<u>\$40.64</u>
Journeyman Rodman – Pusher		<u>\$28.31</u>	<u>\$2.55</u>	\$1.50	<u>\$5.60</u>	\$0.61	<u>\$0.25</u>	<u>\$0.72</u>	<u>\$39.54</u>
Journeyman Rodman – Certified	100%	<u>\$27.81</u>	<u>\$2.50</u>	\$1.50	<u>\$5.60</u>	\$0.61	<u>\$0.25</u>	<u>\$0.72</u>	<u>\$38.99</u>
Journeyman Rodman – 1	90%	<u>\$25.24</u>	<u>\$2.27</u>	\$1.50	<u>\$4.75</u>	\$0.61	:	<u>\$0.72</u>	<u>\$35.09</u>
Journeyman Rodman – 2	80%	<u>\$22.21</u>	<u>\$2.00</u>	\$1.50	<u>\$4.15</u>	\$0.61	:	<u>\$0.72</u>	<u>\$31.19</u>
Trainee Rodman – 1	70%	<u>\$19.18</u>	<u>\$1.73</u>	\$1.50	<u>\$3.55</u>	\$0.61	:	<u>\$0.72</u>	<u>\$27.29</u>
Trainee Rodman – 2	60%	<u>\$15.97</u>	<u>\$1.44</u>	\$1.50	<u>\$3.15</u>	\$0.61	:	<u>\$0.72</u>	<u>\$23.39</u>

**Amendment #10 – July 1, 2010**

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

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

**RODMEN CLASSIFICATIONS:**

<p><b>Foreman</b> means a Journeyman Rodman - Certified, who has the ability to accept responsibility to take charge of the employees engaged in the actual installation of any rebar work, laying out of such work and has been appointed Foreman by his employer.</p>
<p><b>Pusher</b> means a Journeyman Rodman placed in charge of a crew who is under the supervision and direction of the Foreman.</p>
<p><b>Journeyman Rodman - Certified</b> is a Journeyman Rodman who has completed certification courses and through these courses is understood to have a thorough knowledge of placing drawings, placing of reinforcing steel and welded wire mesh and any other products related to his trade.</p>
<p><b>Journeyman Rodman - 1</b> is an individual who has completed work as a Rodman - 2 to the satisfaction of the Review Committee. He/she shall take a course of placing reinforcing steel as directed by the Review Committee. Before moving to a Journeyman Rodman – Certified, he/she shall complete a minimum of 1100 hours worked. A Journeyman - Certified will work with the Journeyman Rodman - 1 to give basic on-the-job familiarization.</p>
<p><b>Journeyman Rodman - 2</b> is an individual who has completed work as a Trainee Rodman – 1 to the satisfaction of the Review Committee. A Journeyman - Certified will work with the Journeyman Rodman - 2 to give basic on the job familiarization. Before moving to a Journeyman Rodman – 1, he/she shall complete a minimum of 1100 hours worked.</p>
<p><b>Trainee Rodman – 1</b> is an individual who has completed work as a Trainee Rodman – 2 to the satisfaction of the Review Committee. He/she shall take a course of placing reinforcing steel as directed by the Review Committee. A Journeyman Rodman - Certified will work with the Trainee Rodman –1 to give basic on-the-job familiarization. Before moving to a Journeyman Rodman – 2, he/she shall complete a minimum of 1100 hours worked.</p>
<p><b>Trainee Rodman – 2</b> is an individual who is new to the Trade and shall carry a records book in regards to his service in the Trade. A Journeyman Rodman – Certified will work with the Trainee Rodman – 2 to give basic on-the-job familiarization. Before moving to a Trainee Rodman – 1 he/she will complete a minimum of 1100 hours worked.</p>

Where practical the employer will endeavour to maximize employment opportunities for Trainee Rodman – 1 and Trainee Rodman – 2.

**WORK JURISDICTION:**

1. Reinforcing Ironworkers shall be employed to carry out all field fabrication, sorting, cutting, bending, hoisting, placing, burning, welding and typing of all materials including wire mesh used to reinforce concrete construction, including all unloading and loading, handling, racking, spreading, placing and carrying on the job site.
2. To facilitate the employer, where Reinforcing Ironworkers are not on the site, the employer or contractor may utilize others in the unloading of unscheduled deliveries of reinforcing steel and/or materials that require to be moved before it is ready to be placed.

**OVERTIME:**

The first two (2) hours of overtime daily, Monday through Friday, shall be paid at time and one-half (1/2x). All additional overtime hours shall be paid for at double time (2x).

All hours worked on Saturdays, Sundays and Designated Holidays shall be paid as double time (2x).

All work performed on a paid holiday shall be paid for at double (2x) the regular straight time rate of pay for the time worked plus pay for the holiday if qualified.

**SHIFT DIFFERENTIAL:**

When necessary to work two (2) or more shifts within the twenty-four (24) hours, men employed on the second and third shifts shall be paid at the rate of eight (8) hours' pay for seven (7) hours' work.

**REINFORCING STEEL BENDER MAN:**

Reinforcing steel bender man rate shall not be less than forty cents (\$0.40) above the Journeyman reinforcing steel setter rate if qualified to work off plans when operating a bender on job site.

**SUBSISTENCE:**

**ARTICLE 15 - SUBSISTENCE of the Master Agreement shall be modified to read:**

- (1) There shall be a free zone for employees working within a forty (40) kilometre radius of the Sydney Court House. This free zone will apply to (and only to) employees living and working within this zone.
- (2) There shall be a free zone of forty (40) kilometres around the job site. Travel and subsistence will not apply to employees travelling and working within this zone. This shall apply to all employees not covered in (1).
- (3) Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a job site free zone as set out in Article 15 (2) up to a maximum of fifty-six (56) kilometres from the free zone.

Transportation mileage allowance shall be paid two ways as follows .....

**Fifty-two cents (\$0.52)** per kilometre

Mileage measurements shall be based on the shortest normally travelled route.

- (4) Employees working on a job site and maintaining a permanent place of residence which is ninety-six (96) kilometres from the job site (normal travelled route) shall receive Board Allowance in place of mileage allowance as follows ...

	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
5 X 8	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
4 X 10	<u>\$93.75</u>	<u>\$100.00</u>	<u>\$106.25</u>

- (5) When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when the employee uses his own vehicle at the employer's request, he shall be paid mileage allowance as set forth in (3).

Travelling time shall be paid for such travel within the working day.

- (6) Where public transportation is authorized by the employer, (employer pays fare) or where the employer provides transportation to the job site, in either case, travelling time shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

No employee shall be compelled to use his own vehicle to transport materials to or from the job site.

- (7) **BOARD:**

Where required by the employer to board overnight or any length of time, adequate board authorized by the employer will be paid for by the employer. Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid the mileage allowance set forth in Article 15 (3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

**BENEFIT PLAN:****IRONWORKERS LOCAL 752 MAJOR MEDICAL & DENTAL PLAN**

Trustees and a professional administrator and manager have been selected for the Ironworkers Local Union 752 Benefit Plan.

The Parties hereto agree to the Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal trustees in number and in power appointed by each of the Parties hereto.
- (b) The Benefit Fund and Plan shall be professionally administered and managed.
- (c) The employer shall remit from the employees one dollar (\$1.00) per hour for each hour paid and shall remit such money by cheque. Example of hours paid:
- |                       |                        |                       |
|-----------------------|------------------------|-----------------------|
| Eight (8) hours ..... | Regular Rate.....      | eight (8) hrs paid    |
| Two (2) hours .....   | 1/½ Regular Rate ..... | three (3) hrs paid    |
| Two (2) hours .....   | 2x Regular Rate.....   | four (4) hrs paid     |
| Total.....            |                        | fifteen (15) hrs paid |
- (d) The cheques shall be made payable to:
- Ironworkers Local Union 752 Benefit Plan**  
Benefit Plan Administrators Limited  
Suite 216, Tower 1  
7001 Mumford Road  
Halifax, NS  
B3L 4N9
- (e) The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article, as agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to assess the amount of the contributions and related costs.
- (f) No grievance instituted by the Board of Trustees as agent to the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (g) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of Civil action in the Supreme Court of Nova Scotia, with respect to the collection of any outstanding contributions and related costs.
- (h) Should any deductions be required for an authorization Pension Plan or any change occur in the Benefit Plan deductions as set forth herein these changes and amendments will form part of this Agreement, and be effective upon receipt by the employer of written notification from the Union.

**PENSION PLAN:**

The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10<sup>th</sup>) day of the month following, the following sum for each hour paid:

*The Amount Indicated in the Wage Tables of this Appendix*

The remittance shall be in such form as may reasonably be prescribed by the Administrator of Record and shall be sent to:

**Benefit Plan Administrators Limited**  
Suite 216, Tower 1 - 7001 Mumford Road  
Halifax, NS  
B3L 4N9  
Phone: (902) 455-7277  
Fax: (902) 454-5936

**UNION DEDUCTIONS:**

- (A) The employer agrees to deduct and remit all Union Dues and fees as are authorized by the employee in writing. Dues deductions shall be made from the first (1<sup>st</sup>) pay of each month in the amount of thirty-two dollars (\$32.00). 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 the names of the employees from whom such monies have been deducted.
- (B) Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall be made not later than the tenth (10<sup>th</sup>) day of the following month for the month deducted.
- (C) Local Union 752 fees in the amount of two and one-half percent (2 1/2%) of total hourly wage rate per hour 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.
- (D) The cheques shall be made payable to:

**Ironworkers Local 752**  
103, 14 McQuade Lake Crescent  
Halifax, NS  
B3S 1B6

Should any increases in the above (A) and/or (C) be authorized in accordance with the applicable provisions of the Union, the employer shall implement the increases upon receipt of notification from the Union.

**TRAINING:**

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

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

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

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

As a result of said policies all Rodmen working in the construction industry shall have by May 1, 1994 a Certificate in his possession for the following

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

All training will be funded through the Union Training Fund.

**TRAINING FUND:**

It is agreed that the Parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the Parties, and the employer shall contribute and remit fifty-one cents (\$0.51) per hour and effective July 1, 2009, shall remit sixty-one cents (\$0.61) per hour to:

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

In the event the Training Fund is discontinued, forty-six cents (\$0.46) would be returned to the employee's wage package and fifteen cents (\$0.15) would be deducted from the wage package.

**IRONWORKER LOCAL 752 BUILDING FUND**

**Effective July 1, 2010, employer shall remit for each employee twenty-five cents (\$0.25) for each hour paid in that month by an employee covered under this agreement.**

**This remittance of twenty-five cents (\$0.25) is to be on a separate cheque and payable to:**

**Ironworkers Local 752 Building Fund**  
**103-14 McQuade Lake Crescent**  
**Halifax, NS B3S 1B6**

**Note, the journeyman hourly rates in the wage tables contained herein have been reduced by twenty-five cents (\$0.25) to finance the Building Fund initiative, therefore, in the event that this fund ceases to exist the twenty-five cents (\$0.25) will revert to the employee wage package.**

**Note, this fund does not apply to Apprentices.**

**CONSOLIDATED FUND:**

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

The Administrator  
Cape Breton Island Building & Construction Trades Council  
238 Vulcan Avenue  
Sydney, Nova Scotia  
B1P 5X2

**TRANSFER:**

It is agreed that the employer has the right to transfer from site to site providing, however, the employer notifies the Business Agent of the Local Union of the name of employees so transferred.

**IN WITNESS WHEREOF** the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

***SIGNATORIES***

**FOR THE EMPLOYER**

**FOR THE UNION**

ALLAN STAPLETON

JOHN WILSON

GREIG MACLEOD

**Amendment #10 – July 1, 2010**