

APPENDIX NO. 5“B” - IRONWORKERS STRUCTURAL - COMMERCIAL

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRONWORKERS
LOCAL 752**

(hereinafter referred to as the "Union")

STEWARDS:

A Steward shall be an employee who shall be a qualified 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.

WAGE RATES:

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

JOURNEYMAN								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Building Fund	Consol. Fund	Total Pkg
July 1, 2008	<u>\$28.17</u>	<u>\$2.54</u>	\$1.50	<u>\$5.50</u>	<u>\$0.54</u>	-	<u>\$0.72</u>	<u>\$38.97</u>
July 1, 2009 *	<u>\$29.09</u>	<u>\$2.62</u>	\$1.50	<u>\$5.70</u>	<u>\$0.64</u>	-	\$0.72	<u>\$40.27</u>
July 1, 2010 *	<u>\$29.87</u>	<u>\$2.69</u>	\$1.50	<u>\$5.85</u>	\$0.64	<u>\$0.25</u>	\$0.72	<u>\$41.52</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%).

Amendment #10 – July 1, 2010

APPRENTICE RATES:

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

APPRENTICES								
Effective July 1, 2008								
Hours		Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Package
0 – 1000	45%	<u>\$14.94</u>	<u>\$1.34</u>	\$0.00	\$0.00	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$17.54</u>
1001 – 2000	50%	<u>\$15.35</u>	<u>\$1.38</u>	\$1.50	\$0.00	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$19.49</u>
2001 – 3000	60%	<u>\$16.03</u>	<u>\$1.44</u>	\$1.50	<u>\$3.15</u>	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$23.38</u>
3001 – 4000	70%	<u>\$19.05</u>	<u>\$1.72</u>	\$1.50	<u>\$3.75</u>	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$27.28</u>
4001 – 5000	80%	<u>\$22.14</u>	<u>\$1.99</u>	\$1.50	<u>\$4.30</u>	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$31.18</u>
5001 - 6000	90%	<u>\$25.10</u>	<u>\$2.26</u>	\$1.50	<u>\$4.95</u>	<u>\$0.54</u>	<u>\$0.72</u>	<u>\$35.07</u>
Effective July 1, 2009								
Hours		Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Package
0 – 1000	45%	<u>\$15.38</u>	<u>\$1.38</u>	\$0.00	\$0.00	<u>\$0.64</u>	\$0.72	<u>\$18.12</u>
1001 – 2000	50%	<u>\$15.85</u>	<u>\$1.43</u>	\$1.50	\$0.00	<u>\$0.64</u>	\$0.72	<u>\$20.14</u>
2001 – 3000	60%	<u>\$16.61</u>	<u>\$1.49</u>	\$1.50	<u>\$3.20</u>	<u>\$0.64</u>	\$0.72	<u>\$24.16</u>
3001 – 4000	70%	<u>\$19.71</u>	<u>\$1.77</u>	\$1.50	<u>\$3.85</u>	<u>\$0.64</u>	\$0.72	<u>\$28.119</u>
4001 – 5000	80%	<u>\$22.85</u>	<u>\$2.06</u>	\$1.50	<u>\$4.45</u>	<u>\$0.64</u>	\$0.72	<u>\$32.22</u>
5001 - 6000	90%	<u>\$25.94</u>	<u>\$2.34</u>	\$1.50	<u>\$5.10</u>	<u>\$0.64</u>	\$0.72	<u>\$36.24</u>
Effective July 1, 2010								
Hours		Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Package
0 – 1000	45%	<u>\$15.89</u>	<u>\$1.43</u>	\$0.00	\$0.00	\$0.64	\$0.72	<u>\$18.68</u>
1001 – 2000	50%	<u>\$16.42</u>	<u>\$1.48</u>	\$1.50	\$0.00	\$0.64	\$0.72	<u>\$20.76</u>
2001 – 3000	60%	<u>\$17.25</u>	<u>\$1.55</u>	\$1.50	<u>\$3.25</u>	\$0.64	\$0.72	<u>\$24.91</u>
3001 – 4000	70%	<u>\$20.41</u>	<u>\$1.84</u>	\$1.50	<u>\$3.95</u>	\$0.64	\$0.72	<u>\$29.06</u>
4001 – 5000	80%	<u>\$23.63</u>	<u>\$2.13</u>	\$1.50	<u>\$4.60</u>	\$0.64	\$0.72	<u>\$33.22</u>
5001 - 6000	90%	<u>\$26.84</u>	<u>\$2.42</u>	\$1.50	<u>\$5.25</u>	\$0.64	\$0.72	<u>\$37.37</u>

* For years 2009 and 2010, apprentices are to be the appropriate percentage of the journeyman package wage increase

Correction #4 – July 1, 2010

SCHEDULE "A"

HOURS OF WORK, GENERAL WORKING CONDITIONS, OVERTIME REGULATIONS, ETC.

ARTICLE A1 - HOURS OF WORK

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

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

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

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

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

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

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

A1.03 Employees will be allowed one-half (½) hour for lunch, generally between 12:00 Noon and 12:30 p.m. without pay.

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

ARTICLE A2 - 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:

	July 1, 2008	July 1, 2009	July 1, 2010
5 X 8	\$80.00	\$85.00	\$90.00
4 X 10	\$100.00	\$106.25	\$112.50

except that this allowance will not apply where employees can be accommodated at a camp arranged for by the employer, in which case the employer will pay the cost of the accommodation provided.

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 If an employee is required and reports for work on Saturday and the following Monday and works the full shifts except due to inclement weather, he shall receive Board Allowance for Sunday. If an employee is requested to and reports for work on Sunday, and has worked the previous Friday, he shall receive the Board Allowance for Saturday.

A2.03 Under certain circumstances if suitable accommodation cannot be obtained at this rate and no camp arrangements are made, the employer shall pay the full cost of Board.

A2.04 An employee shall not be entitled to expense allowance if the job site is within one hundred and twenty (120) kilometres of his address of record.

A2.05 Expense allowance will not be deducted from an employee’s pay except under the following circumstances:

- Expense allowance will be forfeited for absenteeism on any working day.
- Expense allowance will be forfeited for a designated holiday if an employee fails to report for work when work is available on the working day immediately preceding and/or following such holiday.
- 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.

A2.06 Forfeiture of expense allowance may be waived in any case if the reason for absenteeism is acceptable to the employer.

A2.07 Every effort will be made to pay travel time allowance and expenses on the pay immediately following to the employee concerned.

ARTICLE A3 - COMMUTING ALLOWANCE

A3.01 When an employee commutes to a job site within one hundred and twenty (120) kilometres of his permanent residence, the following commuting allowance shall apply via the most direct route travelled by automobile:

60 – 120 km.....\$0.52 per kilometer
More than 120 kmBoard allowance shall apply

Above amounts are as per day reported for work.

ARTICLE A4 - OVERTIME REGULATIONS

A4.01 The employer may require employees to perform work in excess of their regularly assigned hours.

A4.02A When a Five (5) x Eight (8) Hour Work Week is in Effect (Monday to Friday Inclusive)

The first two (2) hours per day worked after the regularly assigned eight (8) hours, Monday to Friday inclusive, shall be paid at the rate of time and one-half (1/½x). 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).

A4.02B When a Four (4) x Ten (10) Hour Schedule is in Effect (Monday to Thursday Inclusive)

The first two (2) hours worked, Monday to Thursday, after the regular assigned hours shall be paid at the rate of time and one-half (1/½x).

Work on Friday shall be at time and one-half (1/½x) up to a maximum of fifty (50) hours worked Monday - Friday inclusive.

All hours in excess of twelve (12) hours per day Monday to Thursday2x Rate

All hours in excess of fifty (50) hours per week Monday to Friday2x Rate

All work on Saturday, Sunday & Holidays2x Rate

A4.03 All time worked on designated holidays as spelled out in Article A9 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 **twenty-five dollars (\$25.00)** will be included in his pay for the next regular pay period.
- A4.06 On non-Industrial Projects, and any job under a two hundred and fifty thousand dollar (\$250,000.00) value, when work cannot be performed during normal working hours due to the Owners stipulation of when the work area can be made available, employees may perform the work outside of the normal working hours according to job requirements and specifications at straight time, provided the Union so agrees. Any hours worked during abnormal hours, will be considered part of the normal forty (40) hour work week.

ARTICLE 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. A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque stub. Where cheques are used, said cheques are to be negotiable at par.

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

- 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 by Registered Mail within three (3) working days of termination to employees who are terminated, their wages, vacation pay, holiday pay, applicable travel time allowance, expense allowance, commuting allowance and separation slip.
- A5.04 An employee who quits of his own accord shall be paid on the next regularly scheduled pay day.

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 - APPRENTICES

- A7.01 There may be up to one (1) Apprentice to four (4) Journeypersons (1:4). For Miscellaneous and Ornamental Ironworker, Apprentice ratio may be 1:1.
- A7.02 Apprentice Category:
1st 1000 hrs @ 1st Year Apprentice Rate *but* no benefits or pension
2nd 1000 hrs @ 1st Year Apprentice Rate *but* no pension
- A7.03 Apprentices shall serve a six thousand (6,000) hour apprenticeship and shall carry an up-to-date book of recorded hours.
- A7.04 The minimum wage rates for persons employed in the Trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Tradesmans Qualification Act shall be based on the Journeyman's rate as in Article B of this Agreement.
- A7.05 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship. Apprentices shall be indentured to the Joint Labour Management Indentureship Committee and shall be required to attend classes as specified by the Committee.
- A7.06 It is understood that the Apprentices must return to the employ of the employer if employment is available by said employer at that time. It is mutually agreed that all Apprentices attending class shall, to qualify for the foregoing, attend not less than ninety-five percent (95%) of the classes held, except in the case of sickness.
- A7.07 In the event that there is an agreement of the Parties to establish a Joint Indentureship Committee under this Agreement, or such an agreement is required by way of Legislative change, the Parties agree to make the necessary amendments to this Agreement.
- A7.08 All Apprentices must be approved by the Committee before commencing work. All Apprentices shall be registered within the Province and Indentured to the Joint Indentureship Committee. Apprentice responsibilities are set forth in the Apprenticeship Trades Qualifications Act. All Apprentices shall be required to complete legally prescribed education courses and ensure that the individuals log book is kept-up-to-date. The Union shall have the authority to, upon adequate notice to the employer, remove any Ironworker Apprentice from a job site for failure to fulfill legal contractual obligations under this Article. Employers shall verify all hours work completed. Employers shall give all Apprentices the opportunity to work at as many aspects of the Apprentice trade which are normally performed by the employer and within acceptable levels of production.

ARTICLE A9 - COFFEE BREAK

- A9.01 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.
- A9.02 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 A10 - UNION DEDUCTIONS

- A10.01 The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Union dues deductions shall be made from the first pay of each month in the amount of thirty-two dollars (\$32.00). Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted.
- A10.02 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.
- A10.03 Local Union 752 fees in the amount of three and one half percent (3.5%) of gross wages for each hour paid shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- A10.04 All remittances referred to in this Article will be accompanied by a statement containing the names, Social Insurance Numbers and hours of work for each employee.
- A10.05 Remittance cheques under this Article shall be made payable to the Ironworkers, Local 752, Suite 103, 14 McQuade Lake Crescent, Halifax, NS B3S 1B6, (902) 450-5615. Should any increase in the above Union Dues, as set forth in paragraph A12.01 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.

ARTICLE A11 - UNION SECURITY

A11.01 When an employee is hired, other than by referral from the Union, the employer must immediately contact the Union to secure a referral slip to confirm the address of record, the good standing of the employee and the appropriate wage rate to be paid.

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

A11.02 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.

A11.03 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.

A11.04 The employer agrees, under paragraph A12.01, all members hired shall become and remain members in good Union standing while in the employment of the employer. The employer agrees that employees hired under paragraph A12.02 shall be the first to be laid off the job.

ARTICLE A12 - EMPLOYER CONTRIBUTIONS

A12.01 Employers signatory to this Agreement shall remit monthly 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 Medial & Dental Plan – <i>Employer Contribution</i>)	\$1.50
Pension Plan (<i>Employer Contribution</i>)	As indicated in the Wage Tables

A12.02 **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 the Wage Tables for each hour paid. Employer contributions shall be indicated on the employee’s pay stub.

For overtime hours payable at one and one-half times (1-1/2x) the straight time, the employer shall contribute one and one-half times (1-1/2x) the straight time rate per hour for each hour paid.

For overtime hours payable at double (2x) the straight time, the employer shall contribute double (2x) the straight time rate per hour for each hour paid.

A12.03 Should any changes be required for an authorized Pension Plan or any change occur in the Benefit Plan, these changes and amendments will form part of this Agreement and be effective upon receipt by the employer of written notification from the Union.

A12.04 Such remittance will be made on the forms provided indicating the specific fund breakdown and 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

A12.05 The employer shall contribute and remit the Ironworkers Structural Training & Consolidated Fund as outlined under Article A14 - Ironworkers Structural Training Fund; remit to:

The Administrator
Ironworkers Structural Training Fund
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS
B3B 1V9

ARTICLE A13 - BENEFIT PLAN - IRONWORKERS LOCAL UNION 752 MAJOR MEDICAL & DENTAL PLAN

The Parties hereto agree to the Benefit Plan as follows:

A13.01 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.

A13.02 The Benefit Fund and Plan shall be professionally administered and managed.

A13.03 The employer shall contribute one dollar and fifty cents (\$1.50) per hour for each hour paid at straight time.

For overtime hours payable at one and one-half times (1-½x) the straight time, the employer shall contribute two dollars and twenty-five cents (\$2.25) per hour for each hour paid.

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

A13.04 The cheque shall be made payable to the Ironworkers Local Union 752 Benefit Plan and forwarded to:

Benefit Plan Administrators Limited

Suite 216, Tower 1
7001 Mumford Road
Halifax, Nova Scotia
B3L 4N9

A13.05 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.

A13.06 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.

A13.07 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 A14 - IRONWORKERS STRUCTURAL TRAINING FUND

A14.01 All employers must remit each month, by the fifteenth (15th) day of the following month, to the Ironworkers Structural Training Fund an amount of fifty-four cents (\$0.54) per hour for each hour paid, and effective July 1, 2009 an amount of sixty-four cents (\$0.64) per hour for each hour paid, for the employees covered by this Agreement, and such amounts along with completed remittance forms provided by the Administrator of the Ironworkers Structural Training Fund shall be mailed to:

The Administrator

Ironworkers Structural Training Fund
14 McQuade Lake Crescent, Suite 103
Halifax, NS
B3S 1B6

In the event the Training Fund is discontinued, forty-nine cents (\$0.49) would be returned to the employee's wage package and fifteen cents (\$0.15) would be deducted from the wage package.

A14.02 The Ironworkers Structural Training Fund shall be administered according to the terms of an Administration Agreement made between the parties to this Collective Agreement.

Correction #2– November 1, 2008

- A14.03 The parties hereto agree that either party pursuant to the Agreement establishing the Ironworkers Structural Training Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any Arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.
- A14.04 Responsibilities and liabilities shall be outlined in the Administration Agreement. A form provided by the Administrator shall include the total hours and be included with the remittances.
- A14.05 Training categories included:
1. WHMIS
 2. Fall Protection Type 1
 3. Confined Space Type 1
 4. Emergency First Aid
 5. Forklift
 6. Generic Site Safety Orientation
 7. Better SuperVision

A15 – IRONWORKER LOCAL 752 BUILDING FUND

A15.01 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.

Amendment #10 – July 1, 2010

ARTICLE A16 - SHIFT WORK AND PREMIUM

- A16.01** It is agreed shift work or irregular hours may be necessary to suit job conditions.
- A16.02** 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.
- A16.03** Should a day, afternoon and night shift be required:
The day shift shall consist of eight (8) hours work at the regular rate of pay. The afternoon shift shall consist of seven and one-half (7 ½) hours work at the regular rate of pay plus a premium of one dollar and seventy cents (\$1.70) per hour for every hour worked; the night shift shall consist of seven (7) hours work at the regular rate of pay plus a premium of two dollars (\$2.00) per hour for every hour worked.
- A16.04** Premium pay for shift work shall not be compounded on overtime hours.
- A16.05** A rest period of eight (8) hours minimum will be allowed between shifts.

ARTICLE A17 - TERMINATION

- A17.01** 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 A18 - BEREAVEMENT PAY

- A18.01** 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.
- A18.02** The immediate family shall be defined as spouse, mother, father, daughter, son, sister and brother.

ARTICLE A19 - WELDING TEST

- A19.01** Whenever a welding test is required by the employer, it is agreed that the employee while taking such test shall be in the employ of the particular employer who required the test. However, if supervised by the Union, the Training Fund shall pay.

ARTICLE A20 - PROTECTIVE CLOTHING

- A20.01** The employer shall provide the following items when abnormal working conditions require their use rain suits, coveralls, gloves and welding jackets.
- A20.02** Such items shall remain the property of the employer and shall be returned upon completion of the job.

Amendment #10 – July 1, 2010

ARTICLE A21 – 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

Amendment #10 – July 1, 2010

SCHEDULE "B"

ARTICLE B1 - JOURNEYMAN IRONWORKER

B1.01 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:

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

B1.02 A 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, if the Superintendent is satisfied that the harness has been damaged in a bona fide accident and that there has been no negligence or deliberate damage.

ARTICLE B2 - JOURNEYMAN WELDER

B2.01 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

B2.02 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 B3 - JOURNEYMAN MISCELLANEOUS AND ORNAMENTAL METALWORKERS

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

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

B3.02 A 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.

B3.03 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 B4 - JOURNEYMEN RIGGERS

B4.01 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.

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

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

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

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

ARTICLE B5 - FOREMEN AND PUSHERS

- B5.01 A Foreman is a qualified 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.
- B5.02 While so employed, the Foreman shall be paid a minimum premium of three dollars (\$3.00) per hour over the top rate being paid to Journeymen Ironworkers.
- B5.03 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 fifty cents (\$1.50) per hour over the top rate being paid to Journeymen Ironworkers.

ARTICLE B6 - APPRENTICES - STARTING RATES

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

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