



AMENDMENT **NOTICE**

DATE: October 2, 2015

To: Cape Breton Island Ironworker Structural 752 Trade Classification

Aecon Mining Construction	Lionel	Coleman	MacGregor's Custom Mach	Andy	MacGregor
Allsteel Coatings Ltd.	Mark	Cooper	MacGregor's Custom Mach	Paul	Allen
AML Painting Ltd.	Arnold	MacLeod	Marid Industries Limited	Dave	Oulton
AML Painting Ltd.	Susie	MacInnis	Marid Industries Limited	Lisa	MacDonald
Bay International Canada	Jeremy	Baker	Marid Industries Limited	Tina	Lane
Bay Tank and Vessel	Jeremy	Baker	Petrifond Foundation Co	Christian	Lemieux
Black & McDonald Limited	Charles	Savoie	RKO Steel Limited	Ian	Oulton
Black & McDonald Limited	Lester	Buckland	Sunny Corner Enterprises	Bill	Schenkels
Fitz's Construction Ltd.	Bill	Fitzsimmons	Sunny Corner Enterprises	Bruce	Clark
Leslie & Benn Contracting	Kevin	Leslie	Timberlake Construction	Benny	Nielsen

CC: JOHN WILSON, IRONWORKER 752
JACK WALL, CBI TRADES COUNCIL OFFICE

FROM: Al Stapleton

RE: Amendment #7 to Ironworker Structural 752 Appendices of 2014-2017 Cape Breton Island Commercial & Industrial Collective Agreements

PAGES: *6*10 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
October 11, 2015	• Union address change	Comm 5B-8, 5B-10, 5B-11, 5B-12, 5B-13 Ind 5-6, 5-7, 5-8, 5-9

Attached are the amended pages for the Ironworker Structural 752 appendices of the Cape Breton Island Commercial Projects and Industrial Projects Collective Agreements 2014-2017 Amendment #7, effective October 11, 2015.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended agreement and the amended pages are now available for download on our website, www.nsclra.ca.

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

Thank you.

ARTICLE A7 - COFFEE BREAK

- A7.01 It is agreed that all employees of the employer covered by this Agreement will be permitted time once in each half of their respective shifts to drink coffee or refreshments on the job during regular working hours. It is, however, understood that this shall be done in such a manner as not to stop the normal operation of the job and the break shall not exceed ten (10) minutes.
- A7.02 If two (2) or more hours of overtime are scheduled, the employee shall be allowed a coffee break at the end of the regular shift as outlined above.

ARTICLE A8 - UNION DEDUCTIONS

- A8.01 The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Union dues deductions shall be made from the first pay of each month in the amount of thirty-two dollars (\$32.00). Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted.
- A8.02 Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall not be made later than the tenth (10th) day of the following month for the month deducted.
- A8.03 Local Union 752 fees in the amount of three and one half percent (3.5%) of gross wages for each hour paid shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- A8.04 All remittances referred to in this Article will be accompanied by a statement containing the names, Social Insurance Numbers and hours of work for each employee.
- A8.05 Remittance cheques under this Article shall be made payable to the Ironworkers, Local 752, Unit 103, 24 Lakeside Park Drive, Lakeside, NS B3T 1L1, (902) 450-5615. Should any increase in the above Union Dues, as set forth in paragraph A10.01 or fees set forth in paragraph A10.03, be authorized in accordance with the applicable provisions of the Union. The employer shall implement the deduction upon receipt of written notification from the Union.

ARTICLE A10 - EMPLOYER CONTRIBUTIONS

A10.01 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

A10.02 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.

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

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

Benefit Plan Administrators Limited
Ironworkers Local 752
24 Lakeside Park Drive, Unit 103
Lakeside, NS B3T 1L1

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

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

The Parties hereto agree to the Benefit Plan as follows:

- A11.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.
- A11.02 The Benefit Fund and Plan shall be professionally administered and managed.
- A11.03 The employer shall contribute one dollar and fifty cents (\$1.50) per hour for each hour paid at straight time.

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

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

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

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

- A11.05 The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any arbitrator appointed pursuant to this clause is hereby conferred jurisdiction to assess the amount of the contributions and related costs.
- A11.06 No grievance instituted by the Board of Trustees as Agent to the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- A11.07 Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions and related costs.

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ARTICLE A12 - IRONWORKERS STRUCTURAL TRAINING FUND

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

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

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

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

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

A12.04 The parties hereto agree that either party pursuant to the Agreement establishing the Ironworkers Structural Training Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any Arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages, and all related costs.

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

A12.06 Training categories included:

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

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

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ARTICLE A13 – IRONWORKER LOCAL 752 BUILDING FUND

A13.01 The employer shall remit for each employee twenty-five cents (\$0.25) for each hour paid in that month by an employee covered under this agreement.

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

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

Note, the 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.

ARTICLE A14 - SHIFT WORK AND PREMIUM

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

A14.02 Should an afternoon and/or night shift be required, it shall consist of eight (8) hours work at the regular rate of pay plus a premium of one dollar and seventy cents (\$1.70) for every hour worked.

A14.03 Should a day, afternoon and night shift be required:

The day shift shall consist of eight (8) hours work at the regular rate of pay. The afternoon shift shall consist of seven and one-half (7 ½) hours work at the regular rate of pay plus a premium of one dollar and seventy cents (\$1.70) per hour for every hour worked; the night shift shall consist of seven (7) hours work at the regular rate of pay plus a premium of two dollars (\$2.00) per hour for every hour worked.

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

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

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