



# **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	Niستن

**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:** ~~5~~ 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.nslra.ca](http://www.nslra.ca).

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

Thank you.

**BENEFIT PLAN****IRONWORKERS LOCAL 752 MAJOR MEDICAL AND 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) After the first 1000 hours of Apprenticeship, the employer shall contribute for each employee one dollar and fifty cents (\$1.50) per hour for each hour paid (i.e. one dollar fifty cents (\$1.50) for each straight time hour worked and three dollars (\$3.00) for each overtime hour worked) and shall remit such money by cheque.
- (d) The cheques shall be made payable to **Ironworkers Local 752 Benefit Plan** and mailed to:

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

- (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 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 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 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.

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**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 cheque shall be made payable to the **Benefit Plan Administrators Limited** and mailed to:

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

Example:

For overtime hours payable at one and one-half times (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.

**TRANSFER OF EMPLOYEES:**

Each employer reserves the right to offer any bargaining unit employees on any project the opportunity to transfer to another project, however, the employer will notify the Business Manager when employees are being moved to a project.

**HEALTH AND SAFETY:**

The employer shall supply, suitable for and as required by the job conditions, regulation aspirator with air supplied from a compressor while burning or welding of lead coated (painted) covered steel, aluminum grating, etc., which gives off poisonous fumes.

**DIVING:**

Divers shall work in pairs for safety reasons; direct communication by pull-line or similar equipment shall be maintained at all times.

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**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 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 three and one-half percent (3½%) 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) All remittances will be accompanied by a statement containing the name, social insurance number and hours of work for each employee.
- (e) The cheques shall be made payable to Ironworkers Local 752, **24 Lakeside Park Drive, Unit 103, Lakeside, NS, B3T 1L1**. 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 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 that the employer shall contribute and remit sixty-four cents (\$0.64) 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.

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).

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**IRONWORKER LOCAL 752 BUILDING FUND**

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.

**CONSOLIDATED FUND:**

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

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

**INDUSTRY IMPROVEMENT FUND:**

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

**The Administrator**  
Nova Scotia Construction Labour Relations Association  
260 Brownlow Avenue, Unit #1  
Dartmouth, NS B3B 1V9

Remittance forms for this fund are available at [www.nscra.ca](http://www.nscra.ca) or by phone at 902-468-2283.

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