

**REINFORCING STEEL SETTERS
COLLECTIVE AGREEMENT MAINLAND
PROVINCE OF NOVA SCOTIA**

2009 - 2012

BETWEEN:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(on behalf of each of its reinforcing steel setter contracting members, or future reinforcing steel setter contracting members, and such members shall be):

(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 752**

(hereinafter referred to as the "Union")

14 McQuade Lake Crescent, Suite 103
Halifax, Nova Scotia B3S 1B6
Phone: (902) 450-5615
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EFFECTIVE DATE: October 1, 2009
EXPIRATION DATE: April 30th, 2012

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.
- 1.02 Upon the agreement of the parties, meetings to discuss alterations to the terms and conditions contained herein may be convened. Upon the agreement of the parties any term or condition may be added, deleted or amended. Should the parties be unable to agree upon a change to the terms and conditions contained within this Collective Agreement, then the parties shall continue to be bound by the terms of this Collective Agreement.

ARTICLE 1A - INTERPRETATION

Throughout this Agreement, the singular shall be interpreted to include the plural and the masculine to include the feminine, where ever appropriate.

ARTICLE 2 - RECOGNITION

- 2.01 The employer and the CLRA recognize the Union as the bargaining agent for the bargaining unit consisting of all reinforcing rodpersons as classified in the Craft Schedule so attached and by Accreditation Order No. L.R.B. 392C, dated January 29, 1976. Work consists of field fabricating, installing, erecting on all rigging of reinforcing steel, unloading, handling, racking, sorting, cutting, bending, moving, hoisting, placing, burning, welding, welded wire fabric and tying of all materials used to reinforce concrete and on all other work normally performed by reinforcing rodmen.
- 2.02 The Union recognizes the CLRA as the sole collective bargaining agent with respect to the trade for its members and other Contractor employers covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.
- 2.03 The Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act, and copy of same to the CLRA.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

- 3.01 The Union and employees agree that there will be no strike or other collective action which will interfere with or stop the efficient operation of construction work of the employer or any of them for the duration of this Agreement.
- 3.02 Participation by any employee, or group of employees, in an act violating the above provisions may be cause for disciplinary action, as well as any and all legal remedies available to the employer.
- 3.03 The employer agrees that there will not be any lock-out of the employees during the term of this Agreement.

ARTICLE 4 - NO DISCRIMINATION OR INTIMIDATION

- 4.01 The employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the employer, or by any of its representatives with respect to any employees because of their membership in, or connection with the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.
- 4.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the employer by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the employer, or on the site of the employers' operations during an employee's working hours. Continuance of these practices by an employee after warning, will be considered cause for discharge.

ARTICLE 5 - UNION SECURITY

- 5.01 The employer shall employ reinforcing steel setters (rodmen) who are members of the Union or are covered by the provisions of Article 5.04.
- 5.02 The Company must request the Union to provide a Referral Slip for each name hired employee, identifying the employee by name and Social Insurance Number, the Union shall promptly provide Referral Slips for such members in good standing.
- Failing such requests, if a man goes to work without a Referral Slip the Company shall be liable for a penalty of one hundred dollars (\$100.00) per man, per day worked, payable to the Union and the employee shall be liable to discipline per the constitution of the Union.
- 5.03 When an employee reports for work the employer may request the employee's work history for the previous twelve (12) months, and if so requested, the employee shall supply such summary.
- 5.04 The employer agrees that employees, as a condition of continued employment, are to become and remain a member of the Union within thirty (30) days after the date of hiring. Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated upon written notification of the Union.
- 5.05 Should the employee be newly joining the Union, the Union at their discretion will apply and collect an initiation fee from said new member.
- 5.06 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any of such provisions.
- 5.07 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in the Union.

- 5.08 (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 (25th) day of each month for the month deducted. Such remittance shall be accompanied by a statement of names of employees and their social insurance numbers from whom monies have been deducted.
- (B) Local Union 752 Field Dues in the amount of two and one half percent (2 ½%) of hourly wage and V.&H. allowance per hour for each hour paid shall be deducted and remitted as outlined in 5.08 (c).
- (C) Union Dues and Local Union 752 Field Dues are to be made payable to and remitted to the Ironworkers Local Union 752, Suite 103, 14 McQuade Lake Crescent, Halifax, Nova Scotia, B3S 1B6. These remittances will be accompanied by a statement containing the name, social insurance number and hours of work for each employee. Should any increases in the above (a) and/or (b) be authorized in accordance with the applicable provisions of the Union, the employer shall implement the increases upon receipt of notification from the Union.
- 5.09 The Union agrees that each employee will be responsible to maintain a record, verified by the relevant employer(s), of hours worked and work experience in accordance with the requirements of the Craft Schedule attached to this Agreement.

ARTICLE 6 - STEWARDS

- 6.01 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.
- 6.02 When a Steward is appointed, the Business Agent will advise the employer the name of the man so appointed. The employer shall notify the Union when the employment of a steward is terminated.
- 6.03 When any part of a crew is required to work overtime and the steward is qualified to perform the type of work required, he shall be given preference in such overtime work.

ARTICLE 7 - ACCESS TO THE JOB SITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Union Representatives must request access from the employer's representative on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the employer and/or owner.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, transfer employees job to job, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the employer.

ARTICLE 9 - DISCIPLINE

- 9.01 Employees whose behaviour is detrimental to the efficient and safe conduct of the employer's business shall be subject to disciplinary action.
- 9.02 For offenses other than intoxication, insubordination, theft, false reporting of time, physical altercation and illegal work stoppage, which shall be subject to immediate dismissal, the procedure shall be:
- (i) First Warning: Written reprimand to be issued to the employee, with a copy to the Union, by the employer's representative.
 - (ii) Second Warning: The length of suspension to be at the sole discretion of Management with a written notice of suspension from work for up to five (5) working days, to be issued to the employee, with copy to the Union, by the employer's representative.
 - (iii) Third Warning: Immediate Dismissal.
- 9.03 Employees discharged shall be advised by the employer of the cause for dismissal.
- 9.04 Warning notice to be signed by the employee's foreman and job steward, copy of warning notice to be mailed to the union office.

ARTICLE 10 - NORMAL HOURS OF WORK

10.01 The normal workday is defined as the twenty-four (24) hour period beginning at 2400 hours.

10.02 The normal hours of work shall consist of eight (8) hours per normal workday, Monday through Friday, between 0700 hours and 1600 hours.

To facilitate the job, the Union may give prior approval in writing to a flexible forty (40) hour work week at the straight time rate of pay, consisting of up to five (5) shifts, not exceeding ten (10) hours per work day, Monday to Friday inclusive.

10.02A MAKE-UP HOURS FOR WEATHER EFFECTED WORK & EQUIPMENT BREAKDOWN

When, in the course of a workweek, an employee does not work a full forty (40) hours between the hours of 0700 hours and 1600 hours, Monday through Friday, because of adverse weather conditions or equipment breakdown, the employer and employee may agree that make-up hours may be worked.

Make-up hours shall be payable at straight time and shall be scheduled as follows:

- Monday to Friday inclusiveup to two (2) hours per day
- Saturdayup to eight (8) hours per day

Regularly scheduled hours and make-up hours together shall not exceed forty-five (45) hours worked (paid at the rate of straight time) in any week, Monday to Saturday, inclusive.

10.03 The lunch period shall be from 1200 hours to 1230 hours.

10.04 Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto.

10.05 The employer shall allow a rest period of ten (10) minutes once in the mid-way point of the morning and once in the mid-way point of the afternoon. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour and shall be at a time determined by the employer. Upon agreement, the afternoon break can be added to the a.m. break to make a twenty (20) minute morning break and in that event no break shall be taken in the afternoon.

- 10.06 When work cannot be performed during normal working hours due to the owners' stipulations, upon the Unions agreement, employees may perform the work required outside of the normal working hours according to job requirements and specifications at the regularly hourly rates of pay. The Union shall be advised by way of facsimile of all work to be performed under this Article.

ARTICLE 11 - SHIFT WORK

- 11.01 Shift work may be performed at the option of the employer.
- 11.02 In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least five (5) consecutive weekdays, excluding Saturday, Sunday and holidays. The above shall not apply to concrete pours that are scheduled for more than twelve (12) hours.
- 11.03 When it is necessary to work two (2) or more shifts of work within twenty-four (24) hours, work performed between 1600 hours and 0700 hours shall be paid for at the rate of eight (8) hours pay. If two (2) twelve (12) hour shifts are required the first eight (8) hours of each shift are to be paid at the regular rate of pay and the balance of hours worked on said shifts will be paid as per Article 14.02 (premium rate).
- 11.04 In the event work is carried into a weekend (Saturday and/or Sunday) or a holiday (Article 16) the premium rate is to apply as set out in Article 14.02.
- 11.05 The employer shall allow a rest period of ten (10) minutes, once at the mid-way point of the first half of the regular scheduled shift and once at the mid-way point of the second half of the regular scheduled shift at a time determined by the employer. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour. This provision applies to all shift work.

ARTICLE 12 - REPORTING TIME

- 12.01 Any rodman after being hired and/or reporting for work at the regular starting time and for whom no work is provided or due to climatic conditions, shall receive pay for two (2) hours at the applicable rate of wages, unless he has been notified not to report. The foregoing provisions shall apply to Saturday, Sunday, holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.
- 12.02 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned. Thereby, when conditions arise which are beyond the control of the employer or when an employee leaves work of his own accord or when a Rodman reports for work without proper tools of his trade. In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.03 The employer shall determine when weather conditions on the job are such that men shall or shall not work.

ARTICLE 13 - CALL BACK TIME

- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable premium rate as set forth in Article 14.02, but shall not be paid for less than two (2) hours.
- 13.02 When employees are called out to work by the employer on Saturday, Sunday and holidays, Article 14 shall apply.
- 13.03 Travel time will apply if applicable, according to Article 17.

ARTICLE 14 - OVERTIME

- 14.01 All hours worked in excess of the normal working hours Monday through Friday, or all hours worked on Saturday, Sunday or holidays declared or statutory and set forth in this Collective Agreement, shall be paid for at the premium rate.
- 14.02 Premium rate is defined as work after regular working hours (Article 10) and shall be paid for at the rate of one and one-half times (1/2 x) the straight time rate of pay for such work.
- 14.03 Major Industrial Projects (Appendix “A”), all overtime worked on Saturday, Sunday and Holidays shall be paid at double time (2 x), as outlined in Appendix “A”.

ARTICLE 15 - VACATION & HOLIDAY ALLOWANCE

- 15.01 The employer agrees to pay eight percent (8%) vacation and holiday allowance to each employee in lieu of paid vacation and holidays. Payment of such allowance shall be made weekly.
- 15.02 The employer and employees shall mutually agree on the time that the employee shall take the annual vacation. Provided that the employee has worked with the same employer for a minimum of nine (9) months in one (1) year.

ARTICLE 16 - DESIGNATED HOLIDAYS

- 16.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays.
 - * In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday it shall be observed as such under the terms of this Agreement.

16.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 14 for all hours worked at the request of the employer.

CALENDAR YEAR 2009	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Victoria Day	Monday May 18, 2009	Same
Canada Day	Wednesday July 1, 2009	Same
Labour Day	Monday September 7, 2009	Same
Thanksgiving Day	Monday October 12, 2009	Same
Remembrance Day	Wednesday November 11, 2009	Same
Christmas Day	Friday December 25, 2009	Same
Boxing Day	Saturday December 26, 2009	Monday December 28, 2009
CALENDAR YEAR 2010	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2010	Same
Good Friday	Friday April 2, 2010	Same
Victoria Day	Monday May 24, 2010	Same
Canada Day	Thursday July 1, 2010	Same
Labour Day	Monday September 6, 2010	Same
Thanksgiving Day	Monday October 11, 2010	Same
Remembrance Day	Thursday November 11, 2010	Same
Christmas Day	Saturday December 25, 2010	Monday December 27, 2010
Boxing Day	Sunday December 26, 2010	Tuesday December 28, 2010
CALENDAR YEAR 2011	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Saturday January 1, 2011	Monday January 3, 2011
Good Friday	Friday April 22, 2011	Same
Victoria Day	Monday May 23, 2011	Same
Canada Day	Friday July 1, 2011	Same
Labour Day	Monday September 5, 2011	Same
Thanksgiving Day	Monday October 10, 2011	Same
Remembrance Day	Friday November 11, 2011	Same
Christmas Day	Sunday December 25, 2011	Monday December 26, 2011
Boxing Day	Monday December 26, 2011	Tuesday December 27, 2011
CALENDAR YEAR 2012	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2012	Monday January 2, 2012
Good Friday	Friday April 6, 2012	Same

ARTICLE 17 - TRAVEL, ROOM AND BOARD

17.01 For purposes of this Article (Article 17) the address of record of an employee is the address that is registered by the employee with the Union office three (3) months prior to the commencement of a construction project.

An employee’s 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.

17.02 When an employee must travel over 100kms from his current place of residence to the job site, he shall be paid fifty-two cents (\$0.52) per kilometre one way as a travel allowance for the shortest normally travelled route.

If an employee is required to travel more than one hundred (100) kilometres, for two (2) or more consecutive days, then Board per Article 17.03 shall be payable.

17.03 Board allowance shall be, effective:
October 1, 2009.....ninety dollars (\$90.00) per day worked
May 1, 2010ninety-five dollars (\$95.00) per day worked
May 1, 2011one hundred dollars (\$100.00) per day worked

If room and board is paid then the travel allowance (17.02) will not apply.

17.04 When an employee is eligible for Board Allowance and reports for work at the beginning of a regular working day, he shall be entitled to such Board Allowance. If an employee reports for work the day before and the day after a statutory holiday, he shall receive Board Allowance for the holiday.

17.05 If a construction camp providing room and board is available for a project by the employer, the employee will live at the camp and no living allowance will be paid to the employee. If the employee, on initial hiring on said project, chooses not to stay at the camp provided, he will be paid the allowance as outlined in Articles 17.03 or 17.04.

17.06 It is the intention of this Agreement that all benefits payable under this Article should be in compliance with the prevailing income tax legislation. Accordingly, unless the employee supplies the employer with a properly completed TD-4 (or such other form as may from time to time be required by Canada Customs and Revenue Agency) it is understood that Board and Travel payments shall be subject to income tax. The employer shall make the appropriate forms available on-site upon request.

ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAYOFF

18.01 Layoffs and Severance Pay:

Layoffs shall occur only at 1200 hours and at 1600 hours. Each employee shall receive two (2) hours notice of layoff or two (2) hours pay in lieu of such notice at his regular rate of pay.

18.02 Employees who are laid off, quit or are discharged from the service of the employer, shall receive their wages and employment record of earnings on termination, if the payroll is made up on the project (job site) otherwise, the employer shall mail the employment record of earnings and wages within three (3) days exclusive of Saturday, Sunday and designated holidays. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for every two (2) additional days of delinquency. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 19 - WAGES

19.01 The regular hourly rates of pay for each classification of employee shall be in accordance with the rates contained in the Craft Schedule and Appendix "A". This Craft Schedule and Appendix "A" are attached hereto and are hereby made part of this Collective Agreement.

ARTICLE 20 - PAY PERIODS

20.01 Employees shall be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. If paid cash, pay will be distributed no later than Friday.

Alternatively, employees may be paid by way of direct deposit, in which case a pay stub detailing all deductions; contributions and wages will be promptly provided (i.e., no later than mailed on Friday) unless some intervening factor beyond the control of the employer intervenes.

In the event the pay stub is not promptly provided, a fine of one hundred (\$100) dollars per day may be levied at the discretion of the Union, commencing on the Monday of the following week.

20.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.

20.03 Should the cheque not be distributed as set out herein, the employee shall immediately notify the employer.

20.04 When cheques are not distributed on Thursday, in accordance with this Article, and the employee is not paid until after Monday, of the following week, the employee shall receive one (1) days pay at the regular hourly rate of each working day, until the day the cheque is paid, commencing Tuesday through Friday.

ARTICLE 21 - HEALTH AND WELFARE

- 21.01 The employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.
- 21.02 Employees shall not be required to work with unsafe equipment and conditions. Any unsafe equipment and conditions shall be reported immediately to the employer's representative.
- 21.03 Except where it is the responsibility of the prime contractor, toilet facilities shall be made available where practical.
- 21.04 Fresh drinking water and paper cups will be provided by the employer.
- 21.05 Fresh drinking water, tools sheds and lunch rooms shall normally be maintained by the employees using same, except where other general arrangements have been made.
- 21.06 Where quarters are provided to employees to change clothes and eat lunch, such quarters shall have benches and tables and shall be lockable and be kept clean by the employees on their own time. Where a project is of short duration the employer shall attempt to secure access to the lunch room and toilet facilities supplied by the prime contractor on site.
- 21.07 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if the employee is injured during the second half of the shift.
- 21.08 Climatic protective clothing is to be supplied to the employees by the employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form, must be returned to the employer on termination. The replacement costs of safety items and climatic protective clothing will be born by the employee if not returned. Deductions for same will be made off his last pay due.

**ARTICLE 22 - DRUG AND ALCOHOL TESTING AND
PRE-MEDICAL EXAMINATIONS**

- 22.01 Both the Union and the employers recognize that requirements for drug and alcohol testing, and pre-medical examinations, are becoming increasingly common in the workplace. Accordingly, the Union and employers undertake to hold joint discussions about how these matters may be resolved.

ARTICLE 23 - TRAINING

- 23.01 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.
- 23.02 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.
- 23.03 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.
- 23.04 Our goal is to eliminate accidents and implement safe, healthy policies and procedures.
- 23.05 As a result of said policies all rodmen working in the construction industry shall have a Certificate in his possession for the following:

Courses	Rodmen	Foremen
One Day Safety Orientation, For the Construction Worker	X	X
WHIMIS –“Workplace Hazardous Material Information System”	X	X
Emergency First with CPR	X	X
Confined Space Entry 1 – General Awareness	X	X
Fall Protection 1 – Basics for Workers	X	X
Fall Protection 2– Basics for Supervisors		X
Better Supervision		X
Hazard Identification		X
Leadership for Safety Excellence		X
OHNS Act Course		X

All Training will be funded through the Union Training Fund.

ARTICLE 24 - JURISDICTIONAL DISPUTES

24.01 Both Parties recognize that the individual members of the CLRA and the Union have respective responsibilities to other Parties and organizations. They agree that jurisdictional disputes shall not interfere in any way with the orderly expeditious and economic progress of the work.

All jurisdictional disputes between or among building and construction trade Unions and employers, Parties to this Agreement, shall be settled or adjusted according to the plan established by this Building Construction Trades Department (plan for joint board for settlement of jurisdictional disputes in the building and construction industry) or any other plans or methods adopted in the future by the Building and Construction Trades Department, providing such plan or method includes equal participation by Management. Decisions shall be final, binding and conclusive on both the employer and the Union, Parties to the Agreement. Notwithstanding the above, Parties to a jurisdictional dispute may have first recourse to the Nova Scotia Trade Union Act.

When a jurisdictional dispute involving work included in the employer's contract arises, a meeting shall be convened by the employer which shall include attendance by all directly interested Parties. Such meeting shall be held within two (2) working days of the notification to the employer of the dispute. Should a resolution not be made at the meeting, the assignment shall be set out in writing by the employer and provided to the Parties within one (1) working day of the meeting.

ARTICLE 25 - GRIEVANCE AND ARBITRATION

25.01 The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

**ARTICLE 26 - IRONWORKERS REBAR TRAINING &
INDUSTRY IMPROVEMENT FUND**

26.01 The employer shall contribute for each employee per hour for each hour paid (as set out in the table below). The employer shall remit the total indicated per hour paid for each employee by cheque, accompanied by the appropriate forms, before the fifteenth (15th) day of the following month, to the Ironworkers Rebar Training & Industry Improvement Fund and mailed to:

October 1, 2009	\$0.76 per hour paid
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Effective October 1, 2009, four cents (\$0.04) of this fund are for funding techsploration. Two cents (\$0.02) is an employer contribution and two cents (\$0.02) have been deducted from employee wage rates.

Effective May 1, 2010, two cents (\$0.02) are for funding techsploration and is an employer contribution.

The Administrator

Ironworkers Rebar Training & Industry Improvement Fund
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9

26.01A It is agreed that Ironworker Local 752 retains the exclusive right to allocate and/or reallocate annual wage increase to the various benefit trust funds and any other union funds designated in the current collective agreement. The Union shall give at least sixty (60) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wage increase between designated union funds.

26.01B It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund (Article 20), provided that the union receives sixty (60) days notice of such change.

26.02 The Ironworkers Rebar Training & Industry Improvement Fund shall be administered according to the terms of an Administration Agreement made between the parties to this Collective Agreement.

- 26.03 The parties hereto agree that either party pursuant to the Agreement establishing the Ironworkers Rebar Training & 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.
- 26.04 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.
- 26.05 The Joint Training Committee shall be maintained throughout the life of this Agreement.
- 26.06 It is the responsibility of the Union to initiate training programs for the betterment of its members and co-ordinate same with the Joint Committee (Craft Schedule).
- 26.07 Training and Apprenticeship are essential to the well being of the Trade. Both Union and employers are committed to ensuring that appropriate training and education are available. To that end, the Training Trustees may be contacted via the Union or the CLRA to assist or to provide information regarding training courses available in the community college system.
- 26.08 Members shall be reimbursed for the cost of purchase of a harness as pre-approved by the Joint Training Committee. (Joint Training Committee to recommend name brand of harness.)

ARTICLE 27 - BENEFIT PLAN

Major Medical and Dental Plan. The parties hereto agree to the Benefit Plan as follows:

27.01 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.

27.02 The Benefit Fund and Plan shall be professionally administered and managed.

27.03 The employer shall contribute for each employee one dollar and fifty cents (\$1.50) per hour for each hour paid. The employer shall remit the total one dollar and fifty cents (\$1.50) per hour paid for each employee by cheque, accompanied by the appropriate forms, before the 15th day of the month following the month such hours were worked, and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

27.04 Definition of hours paid:

The following example illustrates how, if ten (10) hours are **worked**, on a shift, more than ten (10) hours are paid

Hours Worked	Rate	Hours Paid
first eight (8) hours worked	regular rate	eight (8) hours paid
last two (2) hours worked	1-1/2 regular rate	three (3) hours paid
Total:		eleven (11) hours paid

27.05 Amounts and remittances shall be made payable to the Ironworkers Local Union 752, Benefit Plan and forwarded to:

The Administrator
 14 McQuade Lake Crescent, Suite 103
 Halifax, Nova Scotia
 B3S 1B6
 Phone: (902) 450-5615
 Fax: (902) 450-5082

27.06 It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by Local 752 with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

ARTICLE 28 - PENSION PLAN

- 28.01 The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10th) day of the month following the amounts indicated in the appropriate tables of Craft Schedule and Appendix “A”.
- 28.02 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, Nova Scotia B3L 4N9

- 28.03 It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by Local 752 with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

ARTICLE 29 - BENEFIT BOND

- 29.01 Before members of Local 752 are dispatched to and/or hired directly by any Employer who has not been a party to the Collective Agreement for a minimum of twelve (12) months, or to an Employer who is delinquent in remittances, or has a history of delinquency in remittances, such Employer shall provide security in such form, value and duration as the Trustees may in their discretion determine to be appropriate. This security shall be used by the Union in the event of a default of payment by the said Employer of Welfare and/or Pension Funds and Training and Industry Improvement Funds as set forth in the aforesaid Collective Agreement. The security shall be returned by the Trustees to the Employer after thirty (30) days from the expiry of the period that the security was provided by the Employer including accumulated interest where the Employer has not defaulted in any payments required for the Welfare, Pension, Training and Industry Improvement Funds referred to herein, within period.
- 29.02 For the purpose of this Article the security shall be in the form of a negotiable security and negotiable at par and be deposited with the Administrator, Benefit Plan Administrators Limited.
- 29.03 During the term, when the Employer is in default of any of the Welfare, Pension, Training, and Industry Improvement Fund payments, the Trustees shall have the right to cash the security in default of such payments by Employers as provided by this Collective Agreement.

ARTICLE 30 - WORK AFTER HOURS (MOONLIGHTING)

- 30.01 The Parties agree that their mutual interests are adversely affected when persons who are currently employed under this Agreement engage in any work similar to, or connected with, the activities of the employer after the regular working hours provided in this Agreement.
- 30.02 Employees who undertake any such extra work for personal gain, other than on behalf of their employer, shall be subject to the following disciplinary procedures:
- (1) **First Occasion:** The employee shall be subject to a one (1) week suspension by the employer and the Union will take appropriate action as per their by-laws and constitution.
 - (2) **Second Occasion:** Within a one (1) year period of the last offence, the employee shall be subject to immediate dismissal by the employer, and the Union will take appropriate action as per their by-laws and constitution.
- 30.03 The Union will notify the employer, in writing, of the charge and the disciplinary action taken.
- 30.04 The employee will be held liable for any and all claims, demands suits or other forms of liability that may arise out of or by reason of his violation of this Article.
- 30.05 Employers who are signatory to this Agreement and who by paying cash to Local 752 members without the appropriate deductions will be held in contempt of this Agreement.

ARTICLE 31 - SUB-CONTRACTS

31.01 The employer agrees:

That it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction, that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractors.

To have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement and Craft Schedule. For the purpose of this clause "sub-contractor" shall mean any contractor who performs work for the employer on the project (job site).

31.02 The Union will stipulate and individual Union members agree that no individual member of the Union will contract or bid work without being a member of a registered partnership or an owner in a company registered at the Registry of Companies office.**31.03** If the employer elects to sub-contract work normally performed under the terms of this Collective Agreement to a company that is not bound to this Collective Agreement, then the employer shall act as guarantor to the Union that the terms and conditions of the Collective Agreement shall be observed on the sub-contracted work, and the Union shall have the right to act directly against the employer for recovery of any damages flowing from a breach of the Collective Agreement.

ARTICLE 32 - WORK JURISDICTION

32.01 All work performed under this Agreement in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of reinforcing steel and wire mesh used to reinforce concrete construction, including handling and installation of all post-tensioning materials, including stressing and grouting thereof, loading and unloading by hand and carrying to designated points adjacent to or upon the site of the project on which such materials are to be used. To facilitate the employer, where reinforcing ironworkers employed by the employer are not on the site, unloading by hand and carrying may be performed by others.

ARTICLE 33 – CRIB WORK

33.01 On crib work only, where a 12 hour shift is being worked, the first eight hours shall be worked at straight time and the next four hours shall be worked at double time. (refer to Article 14.02 Overtime.)

For crib work, where a 12 hour shift is being worked on a Saturday, the first eight (8) hours shall be at time and a half (1-1/2x) and the next four (4) hours shall be at double (2x) time.

ARTICLE 34 - ENABLING

34.01 It is recognized that from time to time certain terms and conditions of employment for Local 752 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.

34.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).

34.03 Where this committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

34.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.

34.05 All Contractor members of the Ironworkers (Rebar) Trade Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.

ARTICLE 35 - TERM OF AGREEMENT

35.01 This Agreement shall remain in effect until and including April 30, 2012. All other Articles of this Agreement and Craft Schedule thereto shall remain in force until the termination date of this Agreement, April 30, 2012. The Agreement will continue for successive periods of one (1) year unless either party shall on or about the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, or modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either party, this Agreement shall remain in effect from year to year.

35.02 Also, 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 36 - SIGNATORIES

This Collective Agreement shall become effective October 1, 2009.

Signed on behalf of the parties to this agreement this 10th day of November, 2009.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

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

RAY SINNOTT

JOHN WILSON

ALLAN STAPLETON

ANGELA GALLANT
WITNESS

CRAFT SCHEDULE

WAGE RATES FOR ALL WORK OTHER THAN MAJOR INDUSTRIAL (APPENDIX “A”)

- (A) Increases are to take effect on the nearest pay period to the effective date.
 (B) Wage Rates per hour worked - Mainland, Nova Scotia.
 (C) The following rates are the minimum amounts payable.

Effective Date	Hourly Rate	V & H (8%)	Benefit	Pension	Training, Building Trades & IIF	Total Package
JOURNEYMAN RODMAN - GENERAL FOREMAN						
October 1, 2009	\$28.76	\$2.30	\$1.50	\$5.21	\$0.76	\$38.53
May 1, 2010	\$29.50	\$2.36	\$1.50	\$5.41	\$0.76	\$39.53
May 1, 2011	\$30.24	\$2.42	\$1.50	\$5.61	\$0.76	\$40.53
JOURNEYMAN RODMAN - FOREMAN						
October 1, 2009	\$27.82	\$2.23	\$1.50	\$5.16	\$0.76	\$37.47
May 1, 2010	\$28.56	\$2.29	\$1.50	\$5.36	\$0.76	\$38.47
May 1, 2011	\$29.41	\$2.35	\$1.50	\$5.45	\$0.76	\$39.47
JOURNEYMAN RODMAN CERTIFIED						
October 1, 2009	\$25.06	\$2.00	\$1.50	\$4.96	\$0.76	\$34.28
May 1, 2010	\$25.98	\$2.08	\$1.50	\$4.96	\$0.76	\$35.28
May 1, 2011	\$26.69	\$2.13	\$1.50	\$5.20	\$0.76	\$36.28
JOURNEYMAN RODMAN - 1						
October 1, 2009	\$22.26	\$1.78	\$1.50	\$4.24	\$0.76	\$30.54
May 1, 2010	\$22.94	\$1.84	\$1.50	\$4.40	\$0.76	\$31.44
May 1, 2011	\$23.59	\$1.89	\$1.50	\$4.60	\$0.76	\$32.34
JOURNEYMAN RODMAN - 2						
October 1, 2009	\$19.72	\$1.58	\$1.50	\$3.80	\$0.76	\$27.36
May 1, 2010	\$20.37	\$1.63	\$1.50	\$3.90	\$0.76	\$28.16
May 1, 2011	\$20.95	\$1.68	\$1.50	\$4.07	\$0.76	\$28.96
APPRENTICE						
October 1, 2009	\$16.35	\$1.31	\$1.50	\$0.00	\$0.76	\$19.92
May 1, 2010	\$16.91	\$1.35	\$1.50	\$0.00	\$0.76	\$20.52
May 1, 2011	\$17.46	\$1.40	\$1.50	\$0.00	\$0.76	\$21.12

Apprentice Ratio: The employer may hire one (1) apprentice for every four (4) journeyman.

The above rates per hour are subject to deductions as outlined in Article 27 and Article 5. The employer shall contribute to the Pension Plan as set out in Article 28, and to Training and I.I.F. as set out in Article 26.

- (D) 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, work positioning harness and eight (8) metre measuring tape.
- (E) Each rodmen 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.
- (F) 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

(A) General Foreman	General Foreman means a Journeyman Rodman certified, who has the ability to accept responsibility and take charge of all the employees engaged in the actual installation of any rebar work, laying out of such work and has been appointed General Foreman at the discretion of the Employer. He will also be able to coordinate work scheduling and organizing the different areas of a major project
(B) Foreman	Foreman 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.
(C) Journeyman Rodman - Certified	Journeyman Rodman - Certified is a Journey Rodman who has completed certification courses and through these courses is understood to have a thorough knowledge of placing drawings, placing of reinforcing steel & welded wire mesh and any other products related to his trade.
(D) Journeyman Rodman - 1	Journeyman Rodman – 1 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.
(E) Journeyman Rodman 2	Journeyman Rodman – 2 is an individual who has completed work as an <u>Apprentice</u> 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.
(F) <u>Apprentice</u>	<p><u>Apprentice</u> is an individual who has completed work as a Trainee - 2 to the satisfaction of the review committee. He/she shall take a course of placing reinforcing steel as directed by the review committee.</p> <p>A Journeyman Certified will work with the Journeyman Rodman - 1 to give basic on the job familiarization.</p> <p>Before moving to a Journeyman Rodman - 2; he/she shall complete a minimum of 1100 hours worked.</p>

Where practical the employer will endeavour to maximize employment opportunities for Apprentices.

APPENDIX “A” – MAJOR INDUSTRIAL PROJECTS

Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hour and material) in excess of fifty million dollars (\$50,000,000.00).

- Pulp Mills
- Paper Mills
- Automobile Manufacturing Plants
- Steel Mills
- Power Generating Projects
- Oil Refineries
- Gas Refineries
- Rubber Plants (such as Michelin)
- Ore Reduction Plants
- Petro-Chemical Plants

If an unanticipated type of industrial project is to be built on Mainland Nova Scotia, the parties agree to meet to determine its status as major industrial or commercial.

WAGE RATES FOR ALL MAJOR INDUSTRIAL WORK

The following rates are the minimum amounts payable.

Effective Date	Hourly Rate	V & H (8%)	Benefit	Pension	Training, Building Trades & IIF	Total Package
JOURNEYMAN RODMAN - GENERAL FOREMAN						
October 1, 2009	<u>\$31.08</u>	<u>\$2.49</u>	\$1.50	<u>\$5.80</u>	\$0.76	<u>\$41.63</u>
May 1, 2010	<u>\$31.87</u>	<u>\$2.55</u>	\$1.50	<u>\$5.95</u>	\$0.76	<u>\$42.63</u>
May 1, 2011	<u>\$32.66</u>	<u>\$2.61</u>	\$1.50	<u>\$6.10</u>	\$0.76	<u>\$43.63</u>
JOURNEYMAN RODMAN - FOREMAN						
October 1, 2009	<u>\$30.10</u>	<u>\$2.41</u>	\$1.50	<u>\$5.80</u>	\$0.76	<u>\$40.57</u>
May 1, 2010	<u>\$30.89</u>	<u>\$2.47</u>	\$1.50	<u>\$5.95</u>	\$0.76	<u>\$41.57</u>
May 1, 2011	<u>\$31.68</u>	<u>\$2.53</u>	\$1.50	<u>\$6.10</u>	\$0.76	<u>\$42.57</u>
JOURNEYMAN RODMAN CERTIFIED						
October 1, 2009	<u>\$27.93</u>	<u>\$2.23</u>	\$1.50	<u>\$5.00</u>	\$0.76	<u>\$37.42</u>
May 1, 2010	<u>\$28.53</u>	<u>\$2.28</u>	\$1.50	<u>\$5.35</u>	\$0.76	<u>\$38.42</u>
May 1, 2011	<u>\$29.13</u>	<u>\$2.33</u>	\$1.50	<u>\$5.70</u>	\$0.76	<u>\$39.42</u>
JOURNEYMAN RODMAN - 1						
October 1, 2009	<u>\$24.43</u>	<u>\$1.95</u>	\$1.50	<u>\$4.70</u>	\$0.76	<u>\$33.34</u>
May 1, 2010	<u>\$25.07</u>	<u>\$2.01</u>	\$1.50	<u>\$4.90</u>	\$0.76	<u>\$34.24</u>
May 1, 2011	<u>\$25.72</u>	<u>\$2.06</u>	\$1.50	<u>\$5.10</u>	\$0.76	<u>\$35.14</u>
JOURNEYMAN RODMAN - 2						
October 1, 2009	<u>\$21.62</u>	<u>\$1.73</u>	\$1.50	<u>\$4.20</u>	\$0.76	<u>\$29.81</u>
May 1, 2010	<u>\$22.22</u>	<u>\$1.78</u>	\$1.50	<u>\$4.35</u>	\$0.76	<u>\$30.61</u>
May 1, 2011	<u>\$22.82</u>	<u>\$1.83</u>	\$1.50	<u>\$4.50</u>	\$0.76	<u>\$31.41</u>
APPRENTICE						
October 1, 2009	<u>\$19.18</u>	<u>\$1.53</u>	\$1.50	\$0.00	\$0.76	<u>\$22.97</u>
May 1, 2010	<u>\$19.73</u>	<u>\$1.58</u>	\$1.50	\$0.00	\$0.76	<u>\$23.57</u>
May 1, 2011	<u>\$20.29</u>	<u>\$1.62</u>	\$1.50	\$0.00	\$0.76	<u>\$24.17</u>

Apprentice Ratio: The employer may hire one (1) apprentice for every four (4) journeyman.

The above rates per hour are subject to deductions as outlined in Article 27 and Article 5. The employer shall contribute to the Pension Plan as set out in Article 28, and to Training and I.I.F. as set out in Article 26.

SIGNATORIES FOR THE:

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