

**MECHANICAL COLLECTIVE AGREEMENT LOCAL 244
DOMESTIC, COMMERCIAL, INDUSTRIAL
COLLECTIVE LABOUR AGREEMENT**

2018 - 2021

BETWEEN:

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION
LIMITED**

(On behalf of each of its Mechanical contracting members, or future Mechanical contracting members, and such members shall be)
(hereinafter referred to as the "CLRA")

Nova Scotia Construction Labour Relations Association Limited
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9
Phone: (902) 468-2283 Fax: (902) 468-3705

- AND -

**ANTIGONISH LOCAL UNION 244, UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE PLUMBING,
STEAMFITTING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA**

(hereinafter referred to as the "Union")

Mechanical Union Local 244
P.O. Box 40,
St. Andrews, NS B0H 1X0
Phone: (902) 386-2551 Fax: (902) 386-2006
ualocal244@ns.sympatico.ca

Definitions of terms required for interpretation of this Agreement are attached hereto and forming part hereof.

THIS AGREEMENT dated at Dartmouth, this 18th day of October, 2018.

EFFECTIVE DATE: August 16, 2018

EXPIRATION DATE: April 30, 2021

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote good working relations between the various members of the Association and the Union to the end that the construction industry in the area covered by this Agreement shall proceed with maximum efficiency in all its undertakings and to strive to make unionized construction the preferred choice for buyers of construction.
- 1.02 This Agreement will apply to domestic, commercial and industrial plumbing and pipefitting. Conditions to apply in particular for industrial plumbing and pipefitting are set out in Schedule "A" attached hereto and forming part hereof.

ARTICLE 2 - JURISDICTION OF AGREEMENT

- 2.01 From Black Rock, Colchester County proceeding to the junction of Colchester , Pictou, Halifax and Guysborough Counties as a straight line, continuing along the straight line separating Guysborough County and Halifax County. All the area east of this line on the Mainland of Nova Scotia.

ARTICLE 3 - RECOGNITION

- 3.01 The employer and the CLRA recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement.
- 3.02 The Union recognizes the CLRA as the sole collective bargaining agent for all mechanical unionized employers, defined herein, in the construction industry as covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.
- 3.03 The Union agrees that priority in supply of members will be given to employers who are bound by and to the terms and conditions as set out in this Agreement.
- 3.04 In order to bind non-CLRA employers to the provisions of this Agreement, the Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 30 of the Trade Union Act.

ARTICLE 4 - JURISDICTIONAL DISPUTES

- 4.01 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.
- (a) A mark-up meeting will be held with each contractor not later than the commencement of the contractors work on all industrial projects. Mark-up assignments shall also apply to all sub-contractors.
- 4.02 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.

- 4.03 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 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees and acknowledges that the employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.
- 5.02 Without restricting the generality of the foregoing paragraph, it is the exclusive function of the employer:
- (a) To hire, direct, promote, demote, lay off, discipline and discharge employees for proper and sufficient cause.
 - (b) To determine the design of the products to be handled; tools, equipment and procedures required; scheduling of work and locations of equipment.
 - (c) To determine the rules and regulations to be observed by employees on the job.
- 5.03 The CLRA recognizes that the Union has recourse through the grievance procedure if it feels that the employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

ARTICLE 6 - BUSINESS AGENT AND JOB STEWARD

- 6.01 The Union shall, from time to time, advise the employer in writing of the names of its current Business Agent.
- 6.02 The Business Agent and/or Business Manager shall have access to the job sites in the performance of his duties in servicing this Agreement, providing he has first notified the employer's Superintendent and/or Project Manager. The Business Agent shall not interfere in any way with the progress of the work.
- 6.03 The Union Business Manager may appoint a qualified Job Steward who shall be a competent journeyman from the employees regularly working on the job. The Union will notify the employer of the name of the Job Steward appointed. Two (2) days notification will be given to the Union before the Shop Steward is laid off.
- 6.04 There shall be a course known as a Job Steward Course set up under the Joint Journeymen Training Program for journeymen who wish to become Job Stewards.
- 6.05 It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job.
- 6.06 The Job Steward, if practicable, shall work all the overtime. He shall not suffer any discrimination or punitive measures for representing the employees and expressing their wishes. He shall have permission of the employer to endeavour to settle grievances during his normal working day without loss of pay.

ARTICLE 6A - JOB STEWARDS

- 6A.01 This Article shall apply to all work defined in Articles 25A.01 and 25A.02.
- 6A.02 The Union may appoint a qualified Job Steward who shall be a competent journeyman from the employees regularly working on the job. He shall perform the work of a journeyman. It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job. The appointment of such a Job Steward will be discussed with the Job Superintendent and consideration given to his recommendations with respect to the employees being considered. The Union will notify the Employer of the name of the Job Steward appointed.
- 6A.03 The Job Steward shall, if practicable, work all overtime. He shall not suffer discrimination or punitive measures for representing the employees of the Employer and expressing their wishes.
- 6A.04 The Job Steward shall be the fourth last man on the job as long as there is work in his particular trade, provided he is qualified to perform the work available.
- 6A.05 As soon as there is a Job Safety Committee there shall be a Site Safety Representative. If the Employer is obligated to supply a Safety Representative it shall be the Job Steward.

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 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 the employer/owner. The Business Representative must provide their own personal protective equipment as required on the job site.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of all Parties to this Agreement that complaints of the employees or employers regarding alleged violations of this Agreement shall be adjusted as quickly as possible.
- 8.02 Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with this Article.
1. Therefore, it is agreed that no complaint or grievance exists until the Superintendent has an opportunity to adjust it with the help of the Steward.
 2. If any complaint as to the violation of this Agreement has not been settled within two (2) working days after the Superintendent has been notified of the complaint, it shall be referred to the employer and to the Business Agent.
 3. Should the employer and the Business Agent fail to settle the grievance within two (2) working days, it shall be produced in writing and referred to the Grievance Board which shall meet within five (5) working days.
 4. If the Grievance Board is unable to settle the dispute within five (5) working days, either Party may submit the matter to arbitration.
 5. If the dispute is not submitted to arbitration within five (5) working days after the Grievance Board's time for settlement has passed, the grievance shall be considered settled.

ARTICLE 9 - GRIEVANCE BOARD

- 9.01 A Grievance Board shall be formed, composed of two (2) persons nominated by the CLRA and two (2) by the Union. The Board shall have the power to settle any trade disputes or grievance arising out of this Agreement between any member of the Union and any member of the CLRA, or between the Union and the CLRA. The Board may be convened at the request of either the CLRA or the Union on notice of two (2) working days to deal with any dispute or grievance. A quorum for all meetings of the Board shall consist of two (2) nominees of each Party. Decisions of the Board shall be made by a majority of the votes cast.

ARTICLE 10 - ARBITRATION

- 10.01 When either Party requests that a complaint as to violations of this Agreement be submitted to arbitration, it shall make such a request in writing addressed to the other Party to this Agreement. The Parties shall then have three (3) working days to agree upon an Arbitrator and, failing agreement, one may be appointed by the Minister of Labour on the application of either Party.
- (a) 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.
- 10.02 The Arbitrator shall hold a hearing within four (4) days after the grievance is submitted to him and shall render his decision to the Parties within three (3) days after the completion of the hearing.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify or amend any part of this Agreement, nor to recommend alterations, modifications, or amendments to any part of this Agreement provided, however, the Arbitrator may alter any discipline imposed by the employer, including altering a discharge to a suspension if he deems it just in the circumstances.
- 10.04 The decision of the Arbitrator shall be final and binding on the Parties hereto.
- 10.05 Any grievance may be referred directly to the Arbitrator without going through the regular grievance procedure, providing both Parties to this Agreement consent to such action.
- 10.06 Each of the Parties hereto will jointly bear the expenses of the Arbitrator.

ARTICLE 11 - DISCIPLINE

11.01 Use of cell phones/Blackberries/smartphones/etc. will not be permitted by employees onsite during working hours, except in lunch trailer during scheduled breaks, or as explicitly authorized by the employer. Violations of this article shall be subject to the following disciplinary scheme:

- (a) Warn the employee in writing of the offence, copy of letter mailed to the Union.
- (b) Second offence, possible one (1) day suspension.
- (c) Any further offence calls for a suspension at Management's discretion, not to exceed one (1) week.
- (d) Repetition of offence after second suspension, employee to be terminated.

This section shall not apply to stewards and foremen using cell phones in the course of their duties.

ARTICLE 12 - DESIGNATED HOLIDAYS

12.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

12.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 23 for all hours worked at the request of the employer.

Should new statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

CALENDAR YEAR <u>2018</u>	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
Labour Day	Monday	September 3, 2018	Same
Thanksgiving Day	Monday	October 8, 2018	Same
Remembrance Day	Sunday	November 11, 2018	Monday November 12, 2018
Christmas Day	Tuesday	December 25, 2018	Same
Boxing Day	Wednesday	December 26, 2018	Same
CALENDAR YEAR <u>2019</u>	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Tuesday	January 1, 2019	Same
Heritage Day	Monday	February 18, 2019	Same
Good Friday	Friday	April 19, 2019	Same
Victoria Day	Monday	May 20, 2019	Same
Canada Day	Monday	July 1, 2019	Same
Labour Day	Monday	September 2, 2019	Same
Thanksgiving Day	Monday	October 14, 2019	Same
Remembrance Day	Monday	November 11, 2019	Same
Christmas Day	Wednesday	December 25, 2019	Same
Boxing Day	Thursday	December 26, 2019	Same
CALENDAR YEAR <u>2020</u>	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Wednesday	January 1, 2020	Same
Heritage Day	Monday	February 17, 2020	Same
Good Friday	Friday	April 10, 2020	Same
Victoria Day	Monday	May 18, 2020	Same
Canada Day	Wednesday	July 1, 2020	Same
Labour Day	Monday	September 7, 2020	Same
Thanksgiving Day	Monday	October 12, 2020	Same
Remembrance Day	Wednesday	November 11, 2020	Same
Christmas Day	Friday	December 25, 2020	Same
Boxing Day	Saturday	December 26, 2020	Monday December 28, 2020
CALENDAR YEAR <u>2021</u>	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Friday	January 1, 2021	Same
Heritage Day	Monday	February 15, 2021	Same
Good Friday	Friday	April 2, 2021	Same

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.

ARTICLE 13 - STRIKES & LOCKOUTS

- 13.01 During the term of this Agreement there shall not be any strikes or lockouts or other interference with the regular work on any job under this Agreement. All grievances and disputes will be processed in strict accordance with the provisions of this Agreement.

ARTICLE 14 - JOB CONDITIONS

- 14.01 Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. At the request of the Foreman, hand cleaner, paper towels and drinking water in reasonable quantities will be made available.
- 14.02 Both Parties agree to abide by the Nova Scotia *Occupational Health & Safety Act* and other applicable legislation. It will be the responsibility of the Union and the employer to see that these regulations are carried out. Toilet facilities shall be made available as per the *Occupational Health & Safety Act* Occupational Safety General Regulations.
- 14.03 The use of vehicles of any description (unless furnished by the employer) will not be permitted for the transportation of materials and equipment. When an employee is requested to travel from one (1) job site to another, in his own vehicle, during working hours, he shall be paid the mileage allowance as set out in Article 19.02 in addition to his regular hourly wage.
- 14.04 Any employee, who has provided his current address and telephone number in writing to his employer, and who reports to work at the designated job site, at his scheduled starting time, not having been previously notified not to report, shall receive pay for three (3) hours at his applicable rate of wages.
- 14.05 To qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 14.06 If the employee has reported for work and no work is available due to inclement weather, two (2) hours reporting pay will be allowed at the basic straight time hourly rate of wages and the employee must remain on the job site ready for work during such reporting time.

14.07 Employee's clothing and tools if stolen (forceable entry) or burned in the job shack shall be replaced with tools of equal value by the employer on the recommendation of the Foreman or safety inspector.

In order to be compensated under this Article the employee shall provide a list of the employees' tools covered under this Article specifying make, model and value of the tools prior to commencement of work, such list shall be confirmed by the Foreman.

14.08 Employees shall be given ten (10) minutes before quitting time for the purpose of picking up and storing tools. Employees shall not depart the job side before end of shift.

14.09 All welding gloves, work gloves, rainwear and hard hats shall be provided by the employer at the request of the job Foreman as job conditions warrant. The employees shall be financially responsible for same, normal wear and tear excepted.

14.10 Should an employee's coveralls be ruined during the course of unusually dirty work on a job, they shall be replaced by the employer at the request of the job Foreman.

14.11 One (1) morning break and one (1) break in the afternoon shall be provided to the employees during the normal eight (8) hour working day, provided that the employees do not leave the job and that the breaks do not exceed ten (10) minutes each. Times for break shall be 10:00 a.m. and 2:20 p.m. or as may be mutually agreed upon. Should the break jeopardize the normal progress of work (i.e. concrete pour in hand), the time shall be mutually adjusted for the employees affected. In the event of overtime, a break to be provided the employees every two (2) hours.

14.12 Employees required to work in excess of two (2) hours unscheduled overtime shall be provided with one half (½) hour non-paid meal break, with an adequate meal provided by the employer at 4:30 p.m. Meals shall be provided every four (4) hours thereafter or as conditions warrant. In lieu of meals, payment for same shall be included with the next regular pay.

..... twenty-six dollars (\$26.00)

ARTICLE 15 - WEEKLY PAY

- 15.01 (a) Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque, it must be distributed before quitting time on Thursday. If payment is by cash or electronic deposit, payment shall be made no later than quitting time on Friday. If the regular payday is a holiday, then employee's pays shall be distributed a day earlier.
- (b) A clear statement of hours worked, rate of pay, total earnings, net earnings, and deductions shall be given to Employees on payday. This statement may be distributed by hard copy or electronically as mutually agreed by the Employer and employees.
- (c) Should the employee's pay not be distributed as set out herein, the employee shall immediately notify the employer.
- 15.02 Should a payday fall on a holiday, pay will be made one (1) day earlier. No pay shall be held back for more than five (5) normal working days.
- 15.03 When an employer lays off or dismisses an employee except for just cause or when an employee voluntarily leaves employment of his employer, employment may be terminated by either Party when at least two (2) hours notice is given. The employer has an option to notify an employee of the employee's layoff the evening before the day of the employee's layoff.
- 15.04 In the event of lay off or dismissal, the employee's wages shall be available in full within three (3) full working days of the time of lay off or dismissal and at that time the employee shall receive his Record of Employment or copy of ROE Web e-Filing, vacation pay and holiday pay. The employer may post by mail to the address designated by the employee's record of employment such items within three (3) full working days of the time of lay off or dismissal. If the employer fails to comply with the provisions hereof, the employee shall be paid an additional sum equal to eight (8) hours pay at his regular rate. Where payroll is made up on a job site, such items shall be provided on termination. At employer's discretion, final wages, vacation pay and holiday pay may also be paid by electronic deposit.
- 15.05 When payrolls are not distributed in accordance with Article 15.01, the employee shall receive two (2) hours pay at the basic hourly rate for each working day until the cheque is paid.

ARTICLE 16 - HOURS OF WORK

- 16.01 The regular hours of work for employees shall be eight (8) hours a day, forty (40) hours a week; such work to be performed on Monday through Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., with an interval of one-half (½) hour for lunch, scheduled at the employer's discretion.
- 16.02 Where practicable all employees shall be at their place of work ready to work at the start of the work day. The place of work is the location where their work is actually performed, the designated time office or another location as designated by the Employer.
- 16.03 On Commercial work, if due to the owners' stipulations, work cannot be performed during normal working hours, employees may perform the work required outside the normal working hours according to job requirements and tender specifications up to eight (8) hours per work day, and forty (40) hours per week at the straight time rate of pay. This Article does not apply to Designated Holidays. Saturday and Sunday may be included with the consent of the Union.

ARTICLE 17 - EMPLOYER CONTRIBUTIONS

- 17.01 Employers working under this Agreement shall remit monthly to the Administrator of Records before the fifteenth (15th) day of the month following the amounts set out in Article 18.05 and 18.06 as follows:

Pension Plan	\$7.00
Benefit Plan	\$2.40
Total Remittance	\$9.40

- (a) All contributions including the Health & Welfare Fund, Pension Fund and Training Funds shall be remitted for hours paid.

For Apprentice Contribution, See Apprentice Wage Tables, Article 18.03(A) & (B).

- 17.02 Remittances under Article 17.01 shall be made on the forms provided and shall be sent to:

Benefit Plan Administrators (Atlantic) Limited

Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1
Phone: (902) 455-7277
Fax: (902) 454-5936

17.03 Employers working under this Agreement shall remit monthly to the Administrator before the fifteenth (15th) day of the month following the amounts set out in Article 20A & 20B and 21 as follows:

A) Nova Scotia Joint Apprenticeship & Training Committee (Article 20A)

Employer Contribution	\$0.10
Employee Deduction	\$0.02
TOTAL REMITTANCE	\$0.12

All employers must contribute and remit the remittances under this Article 17.03A to the Training Fund for each hour worked in that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the “**Nova Scotia Joint Apprenticeship & Training Committee**” and mailed to:

PO Box 188, D.M.P.S.
Dartmouth, NS B2Y 3Y3

(B)

Welding Fund (Appendix I – Industrial Only)	Employer Contribution.....\$0.50
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(C)

U.A. Local 244 Training Fund (Article 20B)	Employer Contribution.....\$0.65
	Employee Deduction.....\$0.25
	Total Remittance.....\$0.90

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* The hourly rate printed in the wage tables of this agreement has been reduced to reflect the twenty-five cents (\$0.25) employee deduction.

(D)

UA Local 244 Building Fund	Employee Deduction.....\$0.25
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Employer shall remit for each employee, the amounts specified above in 17.03 B) for each hour worked, 17.03 C) for each hour paid and 17.03 D) (employee deduction) for each hour worked in that month by an employee covered by this Agreement.

These remittances shall be made payable to:

- Welding Fund** (17.03 B);
- U.A. Local 244 Training Fund** (17.03 C); and
- U.A. Local 244 Building Fund** (17.03 D),

to the following address:

UA Local 244
 PO Box 40, St. Andrews
 Antigonish County, N.S. B0H 1X0

E)

CLRA Industry Improvement Fund (Article 21)	Employer Contribution.....\$0.33
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All employers must contribute and remit the remittances under this Article 17.03 E) to the Industry Improvement Fund for each hour paid that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the “CLRA Industry Improvement Fund” and mailed to:

Nova Scotia Construction Labour Relations Association
 260 Brownlow Avenue, Unit 1
 Dartmouth, Nova Scotia B3B 1V9

F) Techsploration

It is agreed that each employee and each employer will contribute two cents (\$0.02) per hour for each hour paid to Techsploration.

The hourly rate printed in the wage tables of this agreement has been reduced to reflect the two cent (\$0.02) employee contribution. Four cents (\$0.04) per hour paid will be remitted by the employer as part of the Industry Improvement Fund contribution which will total thirty-three cents (\$0.33) per hour, as set out in the wage table of the agreement.

17.04 The collection and remittance of all contributions as specified in Articles 17, 18, 20A, 20B and 21 are a firm commitment and obligation on the employer under this Agreement. Failure to comply constitutes a breach of this Agreement.

**ARTICLE 18 - WAGE RATES, VACATION & HOLIDAY PAY,
CONTRIBUTIONS – BENEFIT PLAN, PENSION PLAN,
TRAINING FUND, PROMOTION, EDUCATION & CLRA INDUSTRY
IMPROVEMENT FUND, U.A. LOCAL 244 BUILDING FUND**

- 18.01 The wage rates considered herein are for competent skill in the work. Special rates may be established by joint action of the CLRA and the Union for employees who are handicapped by reason of age or physical disability.
- 18.01 (A) It is agreed that UA Local 244 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. UA Local 244 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.
- (B) It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund (Article 21), provided that the union receives sixty (60) days notice of such change.
- 18.02 (A) The minimum hourly rate of wages shall apply to all journeymen plumbers, steamfitters, pipefitters and pipe welders as set out in Article 18.03(A) and 18.03(B).
- (B) Foreman rate of pay
A working or non-working foreman shall be paid a minimum of 8% above the journeyman hourly rate of pay or a benefit of equal value as mutually agreed.
- * **When it becomes necessary, the Union will provide a letter of understanding allowing non UA Local 244 members to be appointed foremen.**

18.03 HOURLY WAGE RATES:

(A) ALL INDUSTRIAL PROJECTS AS DEFINED UNDER SCHEDULE “A”
ALL COUNTIES WITHIN UA 244 JURISDICTION OTHER THAN JOBS
DEFINED IN THE “JOBS BID AND /OR AWARDED TABLE” BELOW.

UA 244 - INDUSTRIAL JOURNEYMAN											
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	NS Training Fund	UA 244 Training Fund	Union Check-Off	IIF	Total Wage Package	Welding Fund *	Total
August 16, 2018	\$39.03	\$3.51	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$53.64	\$0.50	\$54.14
May 1, 2019	\$39.62	\$3.57	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$54.29	\$0.50	\$54.79
May 1, 2020	\$39.62	\$3.57	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$54.29	\$0.50	\$54.79

UA 244 - INDUSTRIAL APPRENTICE												
Hours	Hourly Rate	V & H 9%	Benefit	Pension	NS Training Fund	UA 244 Training Fund	Union Check-Off	IIF	Total Wage Package	Welding Fund *	Total	
Effective Date: August 16, 2018												
1st	50%	\$15.30	\$1.38	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$27.78	\$0.50	\$28.28
2nd	60%	\$19.98	\$1.80	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$32.88	\$0.50	\$33.38
3rd	70%	\$24.75	\$2.23	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$38.08	\$0.50	\$38.58
4th	80%	\$29.45	\$2.65	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$43.20	\$0.50	\$43.70
5th	90%	\$34.15	\$3.07	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$48.32	\$0.50	\$48.82
Effective Date: May 1, 2019												
1st	50%	\$15.60	\$1.40	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$28.10	\$0.50	\$28.60
2nd	60%	\$20.34	\$1.83	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$33.27	\$0.50	\$33.77
3rd	70%	\$25.17	\$2.27	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$38.54	\$0.50	\$39.04
4th	80%	\$29.93	\$2.69	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$43.72	\$0.50	\$44.22
5th	90%	\$34.69	\$3.12	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$48.91	\$0.50	\$49.41
Effective Date: May 1, 2020												
1st	50%	\$15.60	\$1.40	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$28.10	\$0.50	\$28.60
2nd	60%	\$20.34	\$1.83	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$33.27	\$0.50	\$33.77
3rd	70%	\$25.17	\$2.27	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$38.54	\$0.50	\$39.04
4th	80%	\$29.93	\$2.69	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$43.72	\$0.50	\$44.22
5th	90%	\$34.69	\$3.12	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$48.91	\$0.50	\$49.41

* Subject to Audit

Applicable Employee Deductions:

Dues Per Week	Market Enhancement Per Week	NS JATC Per Hour Worked	UA 244 Building Fund Per Hour Worked	Stabilization Per Hour Worked
\$15.00	2% of gross wages	\$0.02 (Article 17.03A)	\$0.25 (Article 17.03D)	\$0.50

18.03 HOURLY WAGE RATES (continued):

(B) COMMERCIAL, INSTITUTIONAL WORK

UA 244 - COMMERCIAL JOURNEYMAN									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	<u>NS Training Fund</u>	UA 244 Training Fund	Union Check-Off	IIF	Total Wage Package
<u>August 16, 2018</u>	<u>\$37.41</u>	<u>\$3.37</u>	\$2.40	\$7.00	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$51.88</u>
<u>May 1, 2019</u>	\$37.41	\$3.37	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$51.88
<u>May 1, 2020</u>	\$37.41	\$3.37	\$2.40	\$7.00	\$0.10	\$0.90	\$0.37	\$0.33	\$51.88

UA 244 - COMMERCIAL APPRENTICE										
Hours		Hourly Rate	V & H 9%	Benefit	Pension	<u>NS Training Fund</u>	UA 244 Training Fund	Union Check-Off	IIF	Total Wage Package
Effective Date: <u>August 16, 2018</u>										
1st	50%	<u>\$15.23</u>	<u>\$1.37</u>	\$2.40	\$6.18	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$26.88</u>
2nd	60%	<u>\$19.73</u>	<u>\$1.78</u>	\$2.40	\$6.22	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$31.83</u>
3rd	70%	<u>\$24.29</u>	<u>\$2.19</u>	\$2.40	\$6.27	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$36.85</u>
4th	80%	<u>\$28.80</u>	<u>\$2.59</u>	\$2.40	\$6.31	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$41.80</u>
5th	90%	<u>\$33.28</u>	<u>\$3.00</u>	\$2.40	\$6.36	\$0.10	\$0.90	<u>\$0.37</u>	\$0.33	<u>\$46.74</u>
Effective Date: <u>May 1, 2019</u>										
1st	50%	\$15.23	\$1.37	\$2.40	\$6.18	\$0.10	\$0.90	\$0.37	\$0.33	\$26.88
2nd	60%	\$19.73	\$1.78	\$2.40	\$6.22	\$0.10	\$0.90	\$0.37	\$0.33	\$31.83
3rd	70%	\$24.29	\$2.19	\$2.40	\$6.27	\$0.10	\$0.90	\$0.37	\$0.33	\$36.85
4th	80%	\$28.80	\$2.59	\$2.40	\$6.31	\$0.10	\$0.90	\$0.37	\$0.33	\$41.80
5th	90%	\$33.28	\$3.00	\$2.40	\$6.36	\$0.10	\$0.90	\$0.37	\$0.33	\$46.74
Effective Date: <u>May 1, 2020</u>										
1st	50%	\$15.23	\$1.37	\$2.40	\$6.18	\$0.10	\$0.90	\$0.37	\$0.33	\$26.88
2nd	60%	\$19.73	\$1.78	\$2.40	\$6.22	\$0.10	\$0.90	\$0.37	\$0.33	\$31.83
3rd	70%	\$24.29	\$2.19	\$2.40	\$6.27	\$0.10	\$0.90	\$0.37	\$0.33	\$36.85
4th	80%	\$28.80	\$2.59	\$2.40	\$6.31	\$0.10	\$0.90	\$0.37	\$0.33	\$41.80
5th	90%	\$33.28	\$3.00	\$2.40	\$6.36	\$0.10	\$0.90	\$0.37	\$0.33	\$46.74

Applicable Employee Deductions:

Dues Per Week	Market Enhancement Per Week	<u>NS JATC</u> Per Hour Worked	UA 244 Building Fund Per Hour Worked	Stabilization Per Hour Worked
\$15.00	2% of gross wages	\$0.02 (Article 17.03A)	\$0.25 (Article 17.03D)	\$0.50

18.04 **VACATION & HOLIDAY PAY FOR ALL RATES SET FORTH IN ARTICLE 18.03 (A) & (B)**

Vacation PaySix Percent (6%)
Holiday Pay.....Three Percent (3%)

Vacation Pay & Holiday Pay to be paid weekly or as mutually agreed.

18.05 **Pension Plan**

The Parties hereto agree on a Pension Plan Fund as follows:

- (A) The Trust Document under which the Pension Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto.
- (B) The employer shall make contributions at the rate per hour for each hour paid as follows:

.....\$7.00 (seven dollars) *

*** Note: For Commercial Apprentice Pension – See Apprentice Wage Tables in Article 18.03 (A) & (B).**

- (C) The Pension Fund shall be professionally administered.

18.06 **Benefit Plan**

The Parties hereto agree on a Benefit Plan as follows:

- (A) The Trust Document under which the fund is controlled shall provide for equal trustees in number and power appointed by each of the Parties hereto.

- (B) The employer shall make contributions at the rate per hour for each hour paid as follows:
.....\$2.40 (two dollars forty cents)
- (C) The Benefit Plan shall be professionally administered.

18.07 **Benefit Plan & Pension Plan**

- (A) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (B) Neither the Union nor the Association shall incur any legal liability with regard to claims arising from the Benefit or Pension Plan.
- (C) The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration Trust establishing the Benefit Plan and Pension Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (D) 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.
- (E) 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 of 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, damages and costs.
- (F) Administrator:

Benefit Plan Administrators (Atlantic) Limited

Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1
Phone: (902) 455-7277
Fax: (902) 454-5936

ARTICLE 19 - TRAVELLING

19.01 There shall be a forty (40) kilometre radius free-zone around all projects within the jurisdiction of the Union. The center of this free-zone shall be a job shack established on the job site.

19.02 The employer shall pay a travel allowance from the Article 19.01 free zone limits to the job and return to the Article 19.01 free zone limits at the following rates up to a maximum of the daily living allowance as set forth in Article 19.04A.

Travel Allowance.....\$0.55 (fifty-five cents) per kilometer

19.03 Employees living outside the limit of the forty (40) kilometre free zone radius and who are required to commute daily to the job site defined in Article 19.01 shall be paid a mileage allowance as per 19.02. Travel shall be from the place of residence to the outside limit of the travel free zone (19.01) and return to the employees’ place of residence by the shortest normally travelled route. Daily travel shall not exceed daily living allowance as set forth in Article 19.04.

19.04 Employees who are sent out to work when they do not return daily shall be paid their regular rates of wages plus:

- (A) Daily Living Allowance of as follows:
 - August 16, 2018.....\$124.00 (one hundred twenty-four dollars)
 - May 1, 2019\$127.00 (one hundred twenty-seven dollars)
 - May 1, 2020\$129.00 (one hundred twenty-nine dollars)

Where an employee who is otherwise eligible for the daily living allowance works less than eight (8) hours on a given day, he shall be paid a living allowance calculated on the basis of one-eighth of the prevailing daily living allowance for every hour worked.

- (B) Initial and terminal travel expenses by public transportation.

19.05 The employer shall have the option to disregard the travel allowance if suitable transportation is provided during regular working hours.

- 19.06 All payments made to Union employees under Article 19 shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made on a non-income taxable basis. It shall be the responsibility of employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The employer shall make the forms available to each employee at the beginning of the project.

ARTICLE 20A - NOVA SCOTIA JOINT APPRENTICESHIP & TRAINING COMMITTEE

- 20A.01 Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 244 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local 244 shall pay on a fee basis.
- 20A.02 The funds for such training shall be provided by both employers and employees in an amount per hour, per hour worked by employees and shall be professionally administered. The Parties agree that they will consider a move to a more active competent Administrator.
- 20A.03 The funds for such training shall be provided by both employers and employees in an amount of ten cents (\$0.10) by the employer, and two cents (\$0.02) by the employee per hour worked by the employees, and shall be administered by the Union Local 244 and/or the Training Coordinator.
- 20A.04 The committee shall be known as the Nova Scotia, Prince Edward Island Joint Apprenticeship & Training Committee.
- 20A.05 The training program shall be controlled by the Training Committee as set out in the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee Trust Agreement.

- 20A.06 The employer shall deduct from all journeymen and apprentices working under the conditions of this Agreement two cents (\$0.02) per hour worked by said journeymen and/or apprentices.
- 20A.07 The total of twelve cents (\$0.12) per hour, per hour worked, by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee and/or the Training Coordinator. Cheques shall be made payable to the Nova Scotia & Prince Edward Island Joint Apprenticeship & Training Committee and mailed to 30 Neptune Crescent, Woodside Industrial Park, Dartmouth, N.S. B2Y 4R8.
- 20A.08 If this Committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations as per the trust document.

ARTICLE 20B - U.A. LOCAL 244 TRAINING FUND

- 20B.01 The contributions for the U.A. Local 244 Training Fund shall be ninety cents (\$0.90) per hour paid by all employees working under the terms and conditions of this Agreement. This amount consists of an employer contribution of sixty-five cents (\$0.65) and an employee deduction of twenty-five cents (\$0.25) as per Article 17.03C. The total of ninety cents (\$0.90) shall be sent by the employers with a list of names in alphabetical order to the Local 244 Union Office. The cheque shall be made payable to the U.A. Local 244 Training Program and mailed to:

UA Local 244
PO Box 40, St. Andrews
Antigonish County, NS B0H 1X0

The U.A. Local 244 Training Program shall be administered by U.A. Local 244.

Note: The hourly rate printed in the wage tables of this agreement has been reduced to reflect the twenty-five cents (\$0.25) employee contribution.

**ARTICLE 20C – CANADIAN TRAINING TRUST FUND, INDUSTRY
ENHANCEMENT FUND, POLITICAL ACTION FUND, NATIONAL
ORGANIZING FUND, CANADIAN BUILDING TRADES,
MAINLAND BUILDING TRADES COUNCIL**

20C.01 The Union has implemented the following check-off for all employees working under the terms and conditions of this Agreement:

- (a) The employee contribution for the Canadian Training Trust Fund shall be five cents (\$0.05) per hour paid.
- (b) The employee contribution for the Industry Enhancement Fund shall be five cents (\$0.05) per hour paid.
- (c) The employee contribution for the Political Action Fund shall be one cent (\$0.01) per hour paid.
- (d) The employee contribution for the National Organizing Fund shall be ten cents (\$0.10) per hour paid.
- (e) The employee contribution for the Canadian Building Trades shall be one cent (\$0.01) per hour paid.
- (f) The total amount of twenty-two cents (\$0.22) per hour paid shall be sent by the employers with a list of names in alphabetical order by cheque made payable to:

UA Local 244
PO Box 40, St. Andrews
Antigonish County, N.S. B0H 1X0

20C.02 The Union has implemented the following check-off for all employees working under the terms and conditions of this Agreement:

- (a) The employee contribution for the Mainland Building Trades Council shall be fifteen cents (\$0.15) per hour paid.
- (b) This amount shall be sent by the employers with a list of names in alphabetical order by cheque made payable to:

Mainland Nova Scotia Building Trades
24 Lakeside Park Drive, Suite 101
Lakeside, NS B3T 1L1

20C.03 The hourly rate printed in the wage tables of this agreement has been reduced to reflect the amounts in 20C.01 and 20C.02 for a total employee contribution of thirty-seven cents (\$0.37). In the event that any of these funds shall cease to exist, than those corresponding amounts shall return to the employee's wage package.

ARTICLE 21 - CLRA INDUSTRY IMPROVEMENT FUND

21.01 All employers must contribute each month to the CLRA Industry Improvement Fund a total sum equal thirty-three cents (\$0.33) for each hour paid in that month to any employee covered by this Agreement. This will be paid by cheque made out in favour of the Industry Improvement Fund forwarded to the address as set out in Article 17.03 (E), on or before the fifteenth (15th) day of the following month.

21.02 The Business Manager of U.A. Local 244 shall have the right to grieve under Article 8 should the Business Manager believe that the Promotion & Education portion of this fund has been used intentionally in activities detrimental to Local 244. Upon an Arbitrator's determination in favour of Local 244 that the fund is being used detrimentally against U.A. Local 244, contributions to the Promotion & Education portion of this fund by the employers shall terminate within thirty (30) days written notice of the Arbitrator's decision received by the CLRA.

21.03 No grievance instituted by either Party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to the arbitrability, including any objection based on provisions of timeliness.

21.04 Of this amount, three cents (\$0.03) is an employer contribution for Nova Scotia Construction Sector Council and three cents (\$0.03) is an employee contribution for Nova Scotia Construction Sector Council. In the event that Nova Scotia Construction Sector Council is wound up, the three cents (\$0.03) employee contribution shall be added to the wage package.

ARTICLE 22 - HEIGHT PAY

- 22.01 Anyone working on a swing staging, scaffold, ladder or bosun's chair, catwalks and platforms of a temporary nature in a free fall area shall receive the following premiums above the regular rate of pay per hour:
- 50' - 99' fifty cents (\$0.50) per hour
 - 100' and over seventy-five cents (\$0.75) per hour

ARTICLE 23 - OVERTIME & SHIFT WORK

- 23.01 Overtime: All work performed outside the regular hours of work, including Saturdays, Sundays and holidays, shall be paid at double (2x) the regular rate of pay. When a holiday falls during the workweek, overtime shall be calculated after thirty-two (32) hours for that week. When two Designated Holidays fall within the same week, then overtime shall be calculated after twenty-four (24) hours for that week.
- 23.02 Shift Work: Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than five (5) consecutive normal work days.

The first, or day shift, shall work a regular eight (8) hour shift as outlined in Article 16 of this Agreement. If two (2) or more shifts are worked, the second and third shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus ten percent (10%) for hours worked to 12:00 Midnight and fifteen percent (15%) for hours worked from 12:00 Midnight to 8:00 a.m. on Commercial projects. On Industrial projects, the shift premium on both the second and third shifts shall be fifteen percent (15%). Applicable shift premiums will be paid for all shift work.

Hours worked in excess of eight (8) hours within any shift will be paid double (2x) the regular rate of pay plus shift premium for hours worked, i.e.:

- 8:00 a.m. to 4:30 p.m.regular rate
- 4:30 p.m. to 12:00 midnight.....Commercial: premium 10%
- 4:30 p.m. to 12:00 midnight.....Industrial: premium 15%
- 12:00 midnight to end of shift.....premium 15%

Shift premiums paid will not be doubled on overtime work.

ARTICLE 24 - APPRENTICESHIP

- 24.01 The provisions herein shall be referred to the Joint Conference Board for study.
- 24.02 The minimum rate of wages for persons employed in the plumbing and pipefitting trades under an Apprenticeship Agreement in accordance with the provisions of the Apprenticeship Act shall be as per wage tables in Article 18.03 (A) & (B).
- 24.03 These rates shall apply only upon fulfilment of the conditions set forth in the Apprenticeship Act and the satisfactory completion of required apprenticeship courses and exams.
- 24.04 Certificates of Qualification obtained by individuals through on-the-job apprenticeship under this Agreement shall be issued by the Department of Education. All Certificates of approved technical training shall receive special recognition and consideration by the employers with respect to individual assignments, transfers and promotions.
- 24.05 The employer may, at his discretion, employ apprentices in the ratio of one (1) apprentice to each journeyman.
- 24.06 An apprentice must attend at least 75% school classes or be discharged by the employer and have his Union membership withdrawn by the Union from further employment.
- 24.07 On no account will employers promote apprentices in charge of or to direct journeymen.

ARTICLE 25 - UNION SECURITY AND CHECK-OFF

- 25.01 The employer agrees to apply to the Union having proper jurisdiction over the work involved when workmen are required. If the Union cannot supply men, the employer may employ other men who are willing and eligible to become members of the Union within three (3) months. The Union likewise agrees to work only for contractors who are recognized by the Union and named pursuant to Article 3 of this Agreement. There shall be a form known as a "Work Referral Slip". This is to be issued by the Local Union to members when they have secured a job, either through the Local Union office or their own solicitation. Employers may only hire those members who tender a Work Referral Slip before commencing employment. The employer shall retain the right to reject any applicant referred by the Union (except as set out under Article 25A below) and, furthermore, the employer shall have the right to determine the competency and qualifications of such applicant.
- 25.02 Men who are willing and eligible to become members of the Union within three (3) months, said men shall report to the Union and procure a Work Referral Slip before commencing employment. Such a Work Referral Slip shall not be unreasonably withheld by the Union. These men will be required to pay Dues in accordance with rates set by the Union. The employer concerned will deduct Union Dues weekly and will remit once a month to the duly designated officer of Local 244, accompanied by an alphabetical list of names on behalf of whom such deductions have been made.
- 25.03 When travel card members or potential members are employed and members in good standing of Local 244 become available, travel card or potential members shall be replaced by qualified members of Local 244.
- 25.04 The employers shall hire employees over the age of fifty (50) at a ratio of one to ten (1:10) on a company basis.
- 25.05 Parties to this Agreement agree to acknowledge and refer to the UA Standard For Excellence.
- 25.06 As per the Nova Scotia *Occupational Health & Safety Act*, employers in Nova Scotia are legally responsible for all required safety training pertaining to the job.

ARTICLE 25A - HIRING RATIO

- 25A.01 On all industrial projects (as defined in "Definitions" of this Agreement) the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable).
- 25A.02 On all projects with an original accepted tender value (man hours and material, plumbing and heating only) of one million two hundred thousand dollars (\$1,200,000.00) or more, the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable). If requested, contractors agree to produce a breakdown of the Plumbing & Pipefitting construction separate from other trades.
- 25A.03 The one to one (1:1) ratio shall operate as follows:
- 1 worker named by the Union
 - 1 worker name hire or transferred by the employer
 - 1 worker named by the Union
 - 1 worker name hire or transferred by the employer
 - Formula to repeat
- 25A.04 Each employer is entitled to a "core group" of five (5) employees plus non-working supervision per Project worked by the employer, and these shall be the first five (5) employees in the employer's workforce.
- 25A.05 For purposes of clarification and example, the "core group" and hiring ratio provisions of 25A.03 shall apply as follows:
- (i) After the core group is exhausted by the employer every even numbered employee on hiring ratio projects will be named by the Union and every odd numbered employee will be named by the employer.
 - (ii) The employer shall have the right to transfer the employers "core group" of employees (25A.04) plus non-working supervision after which all other employees of the employer shall be selected on a one-to-one (1:1) ratio as set forth in Article (25A.03) for each Project worked by the employer.
- 25A.06 A hiring ratio project is a project described in Article 25A.01 or Article 25A.02 above.
- 25A.07 If the Union so requests, an employer will be required to demonstrate that on a given project, the original accepted tender value (man hours and material, plumbing and heating only) is less than one million dollars (\$1,000,000.00).

25A.08 Exclusively for the installation of freestanding pipe supports the applicable ratio of journeymen to apprentice shall be 1:2. When requested by the employer the Union agrees to provide first or second year apprentices. This ratio applies to installation only.

ARTICLE 26 - WORK AFTER HOURS

26.01 No member of Local Union 244 will do any plumbing, steamfitting, pipefitting or other connected work for any person or persons other than their regular employer or employers after the regular working hours laid down in this Agreement. Employees who violate this rule may be disciplined or discharged.

ARTICLE 27 - TOOLS AND EQUIPMENT (COMMERCIAL WORK ONLY)

27.01 Each journeyman shall equip himself with a complete set of tools suitable to his profession that will be his own property and these tools shall be as near as possible to those listed in Schedule "B" attached hereto and forming part hereof, subject to the adjustments to be made and agreed upon by the Joint Conference Board.

ARTICLE 28 - PROVINCIAL JOINT CONFERENCE BOARD

28.01 The Provincial Joint Conference Board shall meet quarterly to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved and so that the mechanical industry may be advanced and promoted. The Board shall consist of Management and Labour representatives in equal power and number. The Labour representatives shall represent Locals 56, 244 and 682. The Management representatives shall represent each of the three (3) geographical areas.

ARTICLE 29 - SUB-CONTRACTING

- 29.01 Should the employer sub-contract work which, if not sub-contracted, would be normally performed under the terms of this Agreement, the sub-contractor will be advised in writing that he is to abide by the terms and conditions of this Agreement.

ARTICLE 30 - ENABLING

- 30.01 It is recognized that from time to time certain terms and conditions of employment for Local 244 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.
- 30.02 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.).
- 30.03 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.
- 30.04 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.
- 30.05 Enabling Provisions and Job Targeting Rules and Procedures as established by the Parties and the Enabling Committee are attached herewith.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Terms of Agreement shall remain in force from August 16, 2018, to the 30th day of April, 2021. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days notice in writing prior to the termination of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30th, 2021, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.

ARTICLE 32 - SIGNATORIES

32.01 Signed on behalf of the Parties to this Agreement, this 18th day of October, 2018.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING,
STEAMFITTING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL UNION 244**

ROBERT SHEPHERD

BEN CHISHOLM

ROBERT BURNS

LAWRENCE T. TOVEY

CALUM MACLEOD
WITNESS

INDUSTRIAL PLUMBING & PIPEFITTING DEFINITIONS

The following definitions apply whenever the defined terms are used in this Agreement:

CLRA:.....means the Nova Scotia Construction Labour Relations Association Limited.

BUSINESS AGENT:.....means the official appointed by Local Union 244 whose duties are to represent the employees in matters relating to this Agreement.

UNION:.....means Local Union No. 244, United Association of Journeymen and Apprentices of the Plumbing, Steamfitting and Pipefitting Industry of the United States and Canada.

EMPLOYEE:means a person working at the plumbing, steamfitting, general pipefitting and welding trade for an employer on any job in the area covered by this Agreement.

EMPLOYER:means an individual mechanical contracting employer who is a Party to this Agreement and who employs employees under this Agreement.

JOB:means an individual construction project undertaken by contract between an employer and an owner.

STEWARD:.....means an employee working on the job duly authorized by the Union to represent all the employees working thereon who fall within the scope of this Agreement and to speak for them on matters pertaining to this Agreement

SUPERINTENDENT: ...means the appointed official of the employer who has on-the-job authority for the progress of the work.

TRADE:means the plumbing, steamfitting and pipefitting trade.

FOREMAN:.....means a qualified journeyman who has the ability to accept responsibility, to take charge of the employees engaged in the work of the employer and/or in laying out such work and has been appointed Foreman by his employer, and must be a member of Local Union 244.

***When it becomes necessary, the Union will provide a letter of understanding allowing non UA Local 244 members to be appointed foremen.**

COMMERCIAL PLUMBING

AND PIPEFITTING:.....means all plumbing and pipefitting not covered under the definition of Industrial Plumbing and Pipefitting, including but not limited to the installation service and repair of any plumbing and pipefitting work in dwelling houses, apartment buildings, commercial buildings, factories, light industry, stores, shopping centres and/or all buildings that would normally be occupied for domestic, commercial and institutional purposes.

INDUSTRIAL PLUMBING

AND PIPEFITTING:.....means industrial projects shall be considered to AND be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments such as oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, breweries. (Fish plants accepted trade contract price two hundred thousand dollars (\$200,000.00) or more.)

APPENDIX “T” - WELDING FUND (INDUSTRIAL WORK ONLY)

- 1.01 Employers and employees both recognize the need and benefits derived from welding training. It is therefore imperative that a program of training be provided for all members of Local 244. If space is available owners, part owners, senior management and middle management of firms employing Union members will be given the opportunity to participate.
- 1.02 All employers must contribute each month, by the fifteenth (15th) day of the following month, to the Welding Fund an amount of fifty cents (50¢) for each hour worked in that month by any employee covered by this Agreement, and remitted as per Article 17.03 (B).
- 1.03 The Welding Fund shall be administered according to the terms of an Administrative Trust Agreement made between the Parties to this Collective Agreement.
- 1.04 The Welding Fund will be jointly Trusteed with equal representation from both Parties to this Agreement. The Parties agree that the contribution of fifty cents (50¢) per hour worked will be audited annually, the parties furthermore agree that the employer contribution of fifty cents (50¢) per hour may be adjusted subject to the audit and the fifty cents (50¢) contribution amended to meet necessary welding training requirements.
- 1.05 If the Welding Fund ceases to function, the Fund shall be terminated upon agreement of the parties.
- 1.06 The parties agree that the parties may pursuant to an Agreement, establishing the Welding Fund, have the authority to utilize arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to the Article 17. Any arbitrator appointed pursuant to Article 17 is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all legal related costs.
- 1.07 Responsibilities and liabilities for collection shall be outlined in the Declaration of Trust Document establishing the Welding Fund.
- 1.08 When the Fund is in surplus, the Trustees shall apply such surplus or a portion of such surplus to the audited losses in the fund retroactively to Aug 1, 2003.

SCHEDULE "A" - INDUSTRIAL PROJECTS INDUSTRIAL PLUMBING & PIPEFITTING DEFINITIONS

INDUSTRIAL PLUMBING AND PIPEFITTING:

Industrial projects shall be considered to be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mill, breweries, LNG – CNG Plants and compressor stations. (Fish plants accepted trade contract price two hundred thousand dollars (\$200,000.00) or more.)

(1) **Quarters**

Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. There shall be separate quarters to be for U.A. men only if fifty (50) or more men are employed on one (1) project by an employer. Except where it is the responsibility of the prime contractor, toilet facilities shall be made available as per the Nova Scotia *Occupational Health & Safety Act* Occupational Safety General Regulations. These quarters will be kept clean by U.A. men on the job site daily if for their own use.

(2) **Reporting Time**

Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for three (3) hours at the applicable rate of wages unless he has been notified not to report. Payment for work beyond three (3) hours will be for actual hours worked. 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 other than climatic conditions, or when an employee leaves work of his own accord.

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.

The employer shall determine when weather conditions on the job are such that the men shall or shall not work.

When reporting for work and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time, at the applicable rate, provided he remains on the project for the two (2) hours or is released by the employer.

(3) **Weather Gear**

At the discretion of the employer's job Foreman, where conditions on a job make it necessary, rain suits and rubber boots will be supplied at no charge to employees. Such wet weather gear to be returned to the stores on termination of the employee in good condition, reasonable wear and tear or accidental damage accepted.

(4) **Tools**

Each man shall provide a Twenty Four Foot (24') tape.

(5) **Abnormal Conditions**

Employees working under abnormal conditions involving such things as gas, extreme heat, excessive dirt, prefab or installation of fibreglass, and similar physical circumstances which make the work unusually exhausting, distasteful or hazardous, shall be paid five percent (5%) above the hourly rate of pay. The question of whether or not the conditions are abnormal shall be subject to the available grievance and arbitration procedures.

(6) **Break Periods**

Where regulations of the owner are restrictive as to location of work breaks, then the employer agrees that the break periods will be extended to suit such job conditions.

(7) **Travel & Living Allowance**

(A) Initial and Terminal Travel Time:

When an employee is instructed by the employer to report to a job location which necessitates travelling time, he shall be compensated at his single hourly rate not exceeding eight (8) hours for such travelling time in a twenty-four (24) hour period.

Any employee, after having been instructed by the employer to report for work shall qualify for travelling time one (1) way from the point of origin to the job on the completion of thirty (30) calendar days employment. Welders who have been certified by the Provincial Department of Labour within the previous twelve (12) months and who fail to pass the employer's welding test shall qualify regardless of the thirty (30) day time limit.

An employee, after having been instructed by the employer to report for work shall be entitled to return travel time to the point of origin on the completion of ninety (90) calendar days employment.

An employee shall be entitled to travelling time from the point of origin to the job site and/or return to the point of origin if his employment has been terminated for the following reasons, regardless of duration of employment:

- (A) if he has been laid off;
- (B) if the job has been completed;
- (C) if he has been granted permission by the employer to leave before completion.

If his employment is terminated for just cause or the employee leaves of his own accord before having qualified for travelling time to and/or from the job, he shall not be entitled to receive such travelling time. After qualifying for return travelling time, if the employee voluntarily terminates his employment, he will not be paid travelling time for any subsequent trips to the job except at the employer's discretion.

- (B) For all projects, there shall be a travel free radius of forty (40) kilometers. The center of this radius free zone shall be on a job shack established on the job site.

Travel, room and board allowance will not apply to employees traveling and working within the forty (40) kilometer radius.

Employees whose permanent residence is outside the limit of forty (40) kilometer free zone radius, and who are required to commute daily to the job site shall be paid a Living Allowance as set forth below.

A Living Allowance will be paid for five (5) full days worked or for six (6) full days worked. If an employee works less than an eight (8) hour shift in any one (1) day the employee's Living Allowance shall be pro-rated hourly on the basis of the hours worked by the employee in any one (1) day. (ie. employee works seven (7) hours of eight (8) hours, board allowance, is $7/8 \times \$124.00 = \108.50 Living Allowance).

<u>August 16, 2018</u>	Five Days Worked	<u>\$620.00</u> per week
	Six Days Worked	<u>\$868.00</u> per week
<u>May 1, 2019</u>	Five Days Worked	<u>\$635.00</u> per week
	Six Days Worked	<u>\$889.00</u> per week
<u>May 1, 2020</u>	Five Days Worked	<u>\$645.00</u> per week
	Six Days Worked	<u>\$903.00</u> per week

SCHEDULE "B" – SUGGESTED LIST OF JOURNEYMEN TOOLS

PLUMBING, STEAMFITTING AND PIPEFITTING TOOLS:

- 1 - 8" crescent wrench
- 1 - 14" crescent wrench
- 1 - 10" pipe wrench
- 1 - 14" pipe wrench
- 1 - 18" pipe wrench
- 1 hack saw
- 1 Ball Peen hammer #1
- 1 Ball Peen hammer #2
- 1 pliers
- 1 - 9" level
- 1 - 16' or 5 metre tape measure
- 1 set streamlined copper pipe cutters to 2" or equivalent
- 1 Plumb bob
- 1 keyhole saw

ADDITIONAL PLUMBING TOOLS:

- 1 basin wrench

ADDITIONAL STEAMFITTING AND PIPEFITTING TOOLS:

- 1 - 12" crescent wrench
- 1 set assorted Robertson screwdrivers
- 1 set assorted Phillips screwdrivers
- 1 set assorted Allen head wrenches

Tools and equipment supplied by the employer (such as Prestolite kit, Propane kit, etc.) shall be issued to an individual Foreman or employee who shall sign for them and be financially responsible until returned to the employer and signed card returned to the Foreman or employee.

U.A. LOCAL 244 – JOB TARGETING RULES & PROCEDURES

The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Enabling Committee (E.C.). The U.A. Local 244 is the “Union” under these rules and procedures.

1. No Contractor shall be entitled to targeted rates and conditions unless the Contractor makes direct application in writing under these job targeting rules and procedures a minimum of forty-eight (48) hours prior to the tender closing to the Union through the Nova Scotia Construction Labour Relations Association (CLRA) on the attached application form and such request shall be forwarded to the Union.

The Union may, however, in its sole discretion waive the above time limit of forty-eight (48) hours.

2. The Union shall advise the CLRA by facsimile (Fax No 468-3705) in writing whether it grants or does not grant the targeting application no later than 24 hours before the job closing. The CLRA shall then advise all applicant Contractors when a target request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union the Contractors who are bidding jobs under this program shall supply the bid price of their bid on the targeted jobs to the Union after the job has been awarded.
4. The applicant Contractor shall provide a record of projected employee work hours worked on all targeted jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sector’s share of work.

U.A. LOCAL 244 – JOB TARGETING APPLICATION FORM

DATE: _____

TO: UA Local 244 PHONE: 902-386-2551 FAX: 902-386-2006
NS Construction Labour Relations Association PHONE: 902-468-2283 FAX: 902-468-3705

FROM: _____

PHONE: _____ FAX: _____

Please accept this as a request to bid the Project outlined herein, under the terms of the enabling provisions in Article 30 of the Local 244 Mechanical Mainland Nova Scotia Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____

TENDER CLOSING DATE: _____ EST. PROJECT VALUE: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

In order to be competitive, I, as the Contractor bidding, request the following target rates and conditions:

- Hourly Wage Rate _____ plus the following benefits
Overtime conditions _____
- Board & Travel _____
- Other Relief _____

I UNDERSTAND AND AGREE THAT ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, BENEFIT, PENSION, N.S. TRAINING FUND, U.A. 244 TRAINING FUND AND INDUSTRY IMPROVEMENT FUND, U.A. 244 BUILDING FUND AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE BARGAINING AGREEMENT, UNLESS OTHERWISE STIPULATED.

COMPANY

CONTRACTOR REPRESENTATIVE

(UNION LETTERHEAD)

FAX FORM - RESPONSE TO JOB TARGETING APPLICATION ARTICLE 30
U.A. LOCAL 244

Date Application Received: _____ Date of Reply: _____

To: Nova Scotia Construction Labour Relations Assoc Fax: 902-468-3705

From: U.A. Local Union 244

Project Type & Location:

Job Targeting & Enabling Rates and Conditions:

Hourly Rate	V & H 9%	Benefit	Pension	<u>NS Training Fund</u>	UA 244 Training Fund	Union Check-Off	IIF	Welding	Total
\$	\$	\$	\$	\$	\$	\$			\$

Hours of Work & Other Provisions

Unless specifically indicated below, all other terms and conditions will be as per the current Collective Mechanical Local 244 Agreement. The above noted target rate is granted under Article 30 for the following applicant contractors.

Ben Chisholm, Business Manager
UA Local 244 St. Andrews

Date: _____ **Job Target Not Granted** _____

MECHANICAL LOCAL 244 TRADE CLASSIFICATION

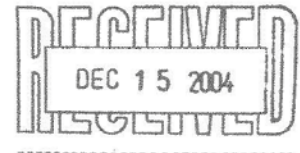
- A.B. Mechanical
- Aecon Mining Construction Services
- Ainsworth Atlantic
- Atlantica Mechanical Contractors Inc.
- Beaulieu Plumbing & Mechanical Inc.
- Black & McDonald Limited
- Bremner's Plumbing & Heating Ltd.
- C.C. MacDonald Limited
- Ed's Plumbing & Heating Ltd.
- Gardner Electric Ltd.
- Himmelman Contractors Limited
- Ian Tate Plumbing & Heating Ltd.
- Moncton Plumbing & Supply Company Limited
- Sunny Corner Enterprises Inc.
- Western Plumbing & Heating Ltd.

APPENDIX II – FINAL CLARIFICATION OF THE NORTH ARBITRATION PANEL



Tel: (902) 429-6262
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E-Mail: gnorth@ns.sympatico.ca

December 13, 2004



Pink Breen Larkin
Attention: Gordon Forsyth
1583 Hollis Street, 4th Floor
Halifax, N. S. B3J 2M4

Cox Hanson O'Reilly Matheson
Attention: David A. Mombourquette
P. O. Box 2380, Central RPO
Halifax, N. S. B3J 3E5

Dear Mr. Forsyth and Mr. Mombourquette:

Re: UA, Local 244 / Construction Management Bureau Ltd. – Interest Arbitration

This is further to the hearings convened on November 29, 2004 by the Interest Arbitration Board to address a request for clarification received from the Construction Management Bureau Ltd.

As you are aware, the Construction Industry Conciliation Board constituted to deal with issues between the Parties issued a Decision on July 28, 2003 along with a further clarification dated March 16, 2004.

We wish to confirm to the Parties the position of the Board. The proper interpretation and application of the language of the new Collective Agreement between the UA Local 244 and the Construction Management Bureau must reflect the interpretation, application and the past practice with respect to the language in the Collective Agreement between the Bureau and UA Local 56.

The Board takes the position, more specifically, that this is the proper approach in interpreting and applying the language of Article 24 which deals with Hiring Rights.

The Bureau had also requested that the Board consider its findings with respect to other matters. These included the language pertaining to "Jobs Being Awarded", the meaning of Article 21 dealing with Union representation on the Finance Committee, and the language of Article 18 dealing with Travelling.

As the Board has indicated to the Parties, we are not prepared to reopen the original Decision to amend our findings on these matters. To do so could well result in all other issues between the Parties being reopened for additional consideration and amendment.

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To that end, the Board is of the view it is "functus" regarding the terms of its Award. We, therefore, do not have the jurisdiction to make additional alterations to that Decision.

The Bureau has also requested for appropriate amendments to be made to Article 17 and the Schedules Pertaining to Apprentice Rates. Those provisions were drafted on the basis of the Board having been provided with an outdated version of the UA Local 56 Agreement. As a result, we are prepared to confirm that the appropriate language to be found in the new UA Local 244 Agreement would be language consistent with the UA Local 56 Agreement. We understand this is being addressed directly by the Parties.

I wish to confirm that the contents of this clarification correspondence have been reviewed and approved by my fellow Board members. Both Mr. Schel and Mr. Murphy concur with the positions set forth herein.

Thank you for your continuing assistance.

Yours faithfully,
North Arbitration & Mediation Services Inc.



Gregory I. North, Q.C., C. Arb.

GIN/sn
cc-John Schel
Clifford Murphy