



AMENDMENT NOTICE

DATE: December 8, 2015

To: Mainland Mechanical 56 Trade Classification

A.B. Mechanical	Chris	Brace	Controls & Equipment Ltd.	Darrell	Clattenburg
Ace Plumbing and Heating Ltd.	Allan	Ferguson	Fixair Inc.	John	Brennan
Ace Plumbing and Heating Ltd.	Geno	Pace	G.J. Cahill & Co. (1979) Ltd.	Karen	Dwyer
Advanced Energy Management	Blaine	Mayo	Gardner Electric Ltd.	Jeff	Gardner
Aecon Mining Construction	Lionel	Coleman	Himmelman Contractors	Kirk	Himmelman
Atlantica Mechanical Contr	Doug	Shreenan	Marid Industries Limited	Dave	Oulton
Atlantica Mechanical Contr	Dave	Vincent	Marid Industries Limited	Tina	Lane
Atlantica Mechanical Contr	Tom	Vincent	Marid Industries Limited	Lisa	MacDonald
Beaulieu Plumbing & Mech	Gaetan	Beaulieu	Moncton Plumbing & Supply	Ernest	Brun
Beaulieu Plumbing & Mech	Carol	Beaulieu	Plan Group Inc.	Jacqueline	Easton
Black & McDonald Limited	Lester	Buckland	Ron Parker's Plumbing & Htg	Ron	Parker
Black & McDonald Limited	Charles	Savoie	Sunny Corner Enterprises	Bill	Schenkels
Black & McDonald Limited	Robert	Burns	Sunny Corner Enterprises	Bruce	Clark
Bremner's Plumbing & Htg	Vernon	Beaver	The State Group Inc.	Bruce	Anderson
C.C. MacDonald Limited	Craig	MacDonald	Western Plumbing & Heating	Derrick	Flinn
Controls & Equipment Ltd.	Brian	Dutt			

CC: JOHN KELLY, UA 56

FROM: Al Stapleton

RE: Amendment #1 to Mechanical 56 Collective Agreement 2015-2018

PAGES: 4 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
November 17, 2015	• Administrator name and current address updated for Health & Welfare Fund and Pension Fund	Cover page, 13, 19

Attached are the amended pages for the Mechanical 56 Collective Agreement 2015-2018 Amendment #1, effective November 17, 2015.

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

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

Thank you.

**MECHANICAL COLLECTIVE AGREEMENT LOCAL 56
DOMESTIC, COMMERCIAL, INDUSTRIAL
COLLECTIVE LABOUR AGREEMENT**

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 -

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA, LOCAL UNION 56**
(hereinafter referred to as the "Union")

Mechanical Union Local 56
30 Neptune Crescent, Woodside Industrial Park
Dartmouth, NS B2Y 4R8
Phone: (902) 466-9920 Fax: (902) 466-2368

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

THIS AGREEMENT dated at Dartmouth, this 20th day of July, 2015.

EFFECTIVE DATE: June 1, 2015
EXPIRATION DATE: April 30, 2018

Amendment #1 – November 17, 2015

ARTICLE 15 - EMPLOYER CONTRIBUTIONS

15.01 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 16.05 and 16.06 as follows:

For Apprentice Pension – See Apprentice Wage Tables, Article 21.

15.01B The Health and Welfare Fund and the Pension Fund shall be paid on hours earned.

15.02 Remittances under Article 15.01 shall be made on the forms provided and shall be sent to:

Belmont Health & Wealth
33 Alderney Drive, 7th Floor
 Dartmouth, NS **B2Y 2N4**
 Phone: (902) 465-5687 Fax: (902) 464-4249

15.03 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 18A & 18B and 19 as follows:

A)	Nova Scotia & P.E.I. Joint Apprenticeship & Training Committee (Article 18A)	Total Remittance..... \$0.12
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All employers must contribute and remit the remittances under this Article 15.03A 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 & P.E.I. Joint Apprenticeship & Training Committee" and mailed to:

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

B)	U.A. Local 56 Training Fund (Article 18B)	Employer Contribution..\$0.90
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For Apprentice Contribution, See Apprentice Wage Tables, Article 21.

C)	UA Local 56 Building Fund	Employee Deduction....\$0.30
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Amendment #1 – November 17, 2015

16.07 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:

Belmont Health & Wealth
33 Alderney Drive, 7th Floor
Dartmouth, Nova Scotia **B2Y 2N4**
Phone: (902) 465-5687
Fax: (902) 464-4249