

APPENDIX NO. 1 “A” - BRICKLAYERS - COMMERCIAL

BETWEEN
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
 (hereinafter referred to as the "CLRA")

- AND -

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION 1
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020

BRICKLAYER JOURNEYMAN											
Effective Date	Hourly Rate	V & H 9%	H & W	Pension	BAC 1 GRSP	Promo	Bereave. Fund	Training Fund	Consol. Fund	IIF	Total Pkg
<u>August 24, 2018</u>	<u>\$31.63</u>	<u>\$2.85</u>	<u>\$2.10</u>	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$45.58</u>
<u>May 1, 2019</u>	<u>\$31.45</u>	<u>\$2.83</u>	<u>\$2.30</u>	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	\$45.58
<u>July 1, 2019</u>	<u>\$31.68</u>	<u>\$2.85</u>	\$2.30	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$45.83</u>

In addition to the hourly rates the employer shall pay the amounts as set out in the Health & Welfare Plan, Pension Plan, BAC 1 GRSP, Promotion, Bereavement, Training, Consolidated Fund and Industry Improvement Funds of this Appendix.

Amendment #1 – May 1, 2019

NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020

APPRENTICE - BRICKLAYERS											
	Hourly Rate	V & H 9%	H & W	Pension	BAC 1 GRSP	Promo	Bereave. Fund	Training Fund	Consol. Fund	IIF	Total Pkg
Effective Date: August 24, 2018											
52.0%	<u>\$17.05</u>	<u>\$1.53</u>	<u>\$2.10</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$22.18</u>
67.5%	<u>\$25.60</u>	<u>\$2.30</u>	<u>\$2.10</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$31.50</u>
80.0%	<u>\$30.57</u>	<u>\$2.75</u>	<u>\$2.10</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$36.92</u>
92.5%	<u>\$28.72</u>	<u>\$2.58</u>	<u>\$2.10</u>	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$42.40</u>
Effective Date: May 1, 2019											
52.0%	<u>\$16.86</u>	<u>\$1.52</u>	<u>\$2.30</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	\$22.18
67.5%	<u>\$25.41</u>	<u>\$2.29</u>	<u>\$2.30</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	\$31.50
80.0%	<u>\$30.39</u>	<u>\$2.73</u>	<u>\$2.30</u>	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	\$36.92
92.5%	<u>\$28.53</u>	<u>\$2.57</u>	<u>\$2.30</u>	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	\$42.40
Effective Date: July 1, 2019											
52.0%	<u>\$16.98</u>	<u>\$1.53</u>	\$2.30	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$22.31</u>
67.5%	<u>\$25.57</u>	<u>\$2.30</u>	\$2.30	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$31.67</u>
80.0%	<u>\$30.57</u>	<u>\$2.75</u>	\$2.30	\$0.00	\$0.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$37.12</u>
92.5%	<u>\$28.74</u>	<u>\$2.59</u>	\$2.30	\$2.50	\$5.00	\$0.23	\$0.10	\$0.23	\$0.78	\$0.16	<u>\$42.63</u>

Amendment #1 – May 1, 2019

RE-OPENER:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between Bricklayer 1 and the CLRA may be amended upon the agreement of Bricklayer 1 and the CLRA.

ENABLING:

Where a particular article or articles of this Collective Agreement is/are found to work a hardship for a particular project, the terms and conditions in this Agreement for that project may be modified by mutual consent, of the Union and the CLRA, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration. The Parties agree that they shall meet in joint conference no later than thirty (30) days after the ratification of this Agreement to discuss means of enabling and procedures to be followed.

RECOGNITION:

The employer and the CLRA recognize the Union as the sole collective bargaining agent for Journeymen and Apprentice bricklayers, stone masons, stone cutters, cement or concrete block layers in the construction industry in Cape Breton Island.

The employer recognizes that the Union jurisdiction is claimed to include Journeymen bricklayers, fire brick refractory workers, stone masons, plasterers, miscellaneous helpers, mosaic workers, cement masons, pointers, caulkers, cleaners, cement or concrete block layers, brick pavers, precast erectors, welders, stone cutters, quarry workers and all others employed directly in the industry (Apprentices and Improvers in all branches of the industry) within the Cape Breton Island, for whom the Union is authorized to bargain, or whom it contemplates employing in such capacities within the said Province.

UNION SECURITY:

The employer may hire members of Local 1 (Bricklayers) from the Cape Breton list regardless of their position on the Union out-of-work list under the following guidelines.

- (1) When the employer hires one (1) employee off the Union out-of-work list they may direct hire one (1) Union member regardless of his position on the list.
- (2) All employees must be cleared through the Union office prior to being hired, and a referral slip will be sent to the employer within three (3) days.
- (3) All employees hired in accordance with the ratio (1:1) will be terminated at the same ratio, i.e. when one (1) employee from the Hall is being terminated, one (1) direct hire employee will be terminated. No other employees can be hired directly if the above termination procedure has not been followed.

In addition, an employee’s last employer may recall them within sixty (60) working days of lay-off. An employee recalled within sixty (60) working days must work at least a forty (40) hour week upon recall.

The employer may, without restriction, recall former employees who have unbroken service with that employer for a period of five (5) years. (Unbroken service to mean worked for the same employer disregarding periods of unemployment.)

Tile & Terrazzo work falls under the jurisdiction of the Bricklayers Union. Terms and conditions of employment for Tile & Terrazzo work on Cape Breton Island are set out in Tile Appendix 1 “B”.

EMPLOYER SECURITY:

The Union agrees that employee members of the Union shall only work for one (1) Contractor at any one (1) time and shall not perform any additional work while in the employ of such Contractor. Employees violating this may be disciplined by the Union or the employer.

UNION REPRESENTATION, BUSINESS AGENT, JOB STEWARD:

The Union may appoint a Job Steward from the employees regularly working on the job. The appointment of such 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 in writing of the name of the Job Steward appointed. It will be the duty of the Job Steward to represent the Union and employer on the job. Where the Steward is appointed jointly by agreement between the Union and the employer then the Steward shall normally be the second (2nd) last man on site.

The Job Steward, if practicable, shall work all 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.

DESIGNATED HOLIDAYS:

Paid Holidays:

Canada Day, Labour Day, Remembrance Day, Thanksgiving Day

If an employee is on the payroll one (1) week before a paid Holiday and available for work the day after the Holiday, he shall be paid for that Holiday.

If called out to work on a paid holiday, the employee shall be paid at the rate of double time (2x) in addition to pay for the holiday.

HOURS OF WORK AND OVERTIME:

The standard work week shall be forty (40) hours, Monday to Friday inclusive, eight (8) hours per day. The hours worked shall be agreed upon by the employee and employer.

The standard work week shall be forty (40) hours, and all time worked in excess of forty (40) hours per week shall be paid at time and one half (12x).

The first four (4) hours worked on Saturday shall be at time and one half (12x). Any additional time worked on Saturday shall be at double (2x) the normal rate of pay.

All time worked on Sundays and Holidays shall be paid at double (2x) the normal rate of pay.

When necessary to work more than one (1) shift within a twenty-four (24) hour period Monday to Friday, men employed on the second (2nd) and third (3rd) shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work. The second (2nd) shift shall commence no later than 8:00 p.m.

Due to weather and job conditions Union members may agree to work Saturday for the straight time rate of pay to make-up time lost during the week. Time not to exceed forty (40) hours in any one (1) week.

The employer agrees to give preference to Union members of the Union in the area where the Union members are working when overtime is necessary.

LAY-OFF:

This clause does not include a temporary lay-off for five (5) days or less. If not rehired within five (5) days, the employer must pay the one (1) hour notice.

If an employee quits on his own or is laid off for being non-competent, he shall wait until the next regular pay day for his pay and vacation pay.

FOREMAN:

A Foreman is a Journeyman employee who is working on the job, with or without tools, and is charged with the responsibility under the Superintendent for supervision or directing the work.

All jobs are to have a Foreman, working or non-working, where three (3) or more Journeymen masons, not including the Foreman are employed in one (1) class of the trade. After five (5) Journeymen masons, not including the Foreman, are employed there shall be a Foreman who does not use the tools.

The Foreman will be a member in good standing of the Union.

The employer can protect only one (1) Foreman from outside the Local area under the jurisdiction of this Agreement. Preference will be given to employee members of the Local Union's area. Foremen will receive a minimum premium of seven percent (7%) of base rate.

WAGE RATES:

Special rates other than the Journeyman rate may be established by joint action of the employer and the Union for employees who are handicapped by physical or other disability. As a generally satisfactory level of production is expected and required in the trade, it is agreed that disability may apply to substandard production.

Any employee receiving better conditions and a higher rate than stipulated in this Agreement shall continue to receive same after signing of this Agreement only until such time as the wage rates and conditions in the Agreement match such better conditions and higher rate. Continuation after such time is a clear violation of the Agreement.

HEAVY UNITS:

For masonry units weighing twenty-three kilograms (23kg) or over, two (2) men shall be allocated to work jointly or the employer may agree on two (2) men working jointly in unusual circumstances.

CLEANING:

The Union agrees that the employer may use one (1) Labourer or Apprentice for every Journeyman of the International Union of Bricklayers and Allied Craftworkers which he puts washing or cleaning masonry work.

APPRENTICESHIP:

Both Parties agree that all trades and crafts involved in the completion of the construction job require systematic training followed by, or in conjunction with, the practical experience. Certificates of qualification or competency obtained through examination and trade tests will receive special consideration by the Association with respect to individual assignments, transfers and promotions.

Both Parties agree that on-the-job training of duly indentured Apprentices is a necessary part of any systematic training program. They note that the periodic nature of the construction industry does not permit continuous employment by any one (1) employer, although continuity of employment is necessary for systematic training. They recommend that the Apprentices to the trade should be indentured to the Local Apprenticeship Committee established under Section 3 of the Apprenticeship and Tradesmen's Qualification Act, (Chapter 11, P.S.N.S. 1964), and agree to abide by any rules and regulations of that Committee respecting control, transfer and training of individual Apprentices, and that the Apprentices shall not be subject to disciplinary actions by either Party without authority of the Committee.

The employer undertakes to provide to the Apprentices a broad-scope training and shall assign such Apprentices to jobs and work involving all aspects of the trade.

The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Tradesmen's Qualifications Act and performing all requirements of the trade as set out under this heading shall be based on the Journeyman's rate as follows:

1 st Year	Apprentice rate is 52%
2 nd Year	Apprentice rate is 67.5%
3 rd Year.....	Apprentice rate is 80%
4 th Year.....	Apprentice rate is 92.5%

The Union and the employer further agree to establish the practice of employing one (1) Apprentice for every four (4) Journeymen. The employer agrees to give the Apprentice a minimum of sixteen (16) hours actual work at his respective trade.

The fourth (4th) year requirement may be waived on the agreement of the Union and the employer.

The CLRA agrees to the following incentive measures:

- (a) Each employer will present to each indentured Apprentice upon hiring one (1) quality brand bricklayer tool of the Apprentice's choice.
- (b) Each employer will present to each indentured Apprentice with a satisfactory record of work and attendance at Apprenticeship classes one (1) quality brand bricklayer tool of the Apprentice's choice for every six (6) month period worked.

HEALTH AND WELFARE, PENSION, BAC 1 GRSP FUND, BEREAVEMENT FUND, TRAINING FUND AND MASONRY PROMOTION FUND:

The employer agrees to pay the amounts set out in Schedule "C" for Health and Welfare and Pension benefits and is to remit on or before the fifth (5th) day of every month for the previous month, or a voluntary assessment of twenty percent (20%) will be charged if remittances are post marked later than the tenth (10th) of the month. Cheques are to be made payable in the amounts as set out in Schedule “C” to: **I.U.B.A.C. of the Atlantic Provinces Welfare Trust Fund**

The employer agrees to pay the amounts set out in Schedule "C" for the BAC 1 GRSP Fund and is to remit on or before the fifth (5th) day of every month for the previous month, or a voluntary assessment of twenty percent (20%) will be charged if remittances are post marked later than the tenth (10th) of the month. Cheques are to be made payable in the amounts as set out in Schedule “C” to:

PSFL Fund Management Ltd.

C/O BAC LOCAL 1 NS
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

The employer agrees to pay the amounts set out in Schedule "C" for the Bereavement Fund and is to remit on or before the fifth (5th) day of every month for the previous month, or a voluntary assessment of twenty percent (20%) will be charged if remittances are post marked later than the tenth (10th) of the month. Cheques are to be made payable in the amounts as set out in Schedule “C” to:

Trustees of the Bereavement Fund

14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

The employer agrees to pay the amounts set out in Schedule “C” and shall remit same to the BAC Local #1 NS Promotion Fund. Cheques should be mailed to:

14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

and post marked no later than the tenth (10th) day of the month for the previous month. A voluntary assessment of twenty percent (20%) will be charged if remittances are post marked later than the tenth (10th) of the month.

The employer agrees to pay the amounts set out in Schedule “C” and shall remit same to the Bricklayers Local 1 Training Fund. Cheques should be mailed no later than the tenth (10th) of the month to:

Bricklayers Local 1 Training Fund

14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

Working Contractors - It is agreed that any self-employed Union member or Contractor who works must make payments monthly as set forth herein. All self-employed Union members must sign the Agreement or a binding letter of compliance. Any members not so complying with this provision shall be disciplined by the Union and such discipline may include suspension of membership and, during the period of such suspension, the individual shall not be employed through his/her failure to be a member in good standing.

The CLRA shall be supplied with a complete monthly employers' contribution statement and both Parties shall co-operate in ascertaining the accuracy of such contributions.

The Union may choose to opt out of the Health and Welfare Fund and the Promotion Fund referred to above. Should the Union choose to opt out of these funds, the employer contributions (as indicated in Schedule “C” of this Agreement) shall cease and the relevant monies shall be added to the hourly wage rate; however, any sums so added to the hourly wage rate shall not, for the duration of this Agreement, be included for purposes of calculating holiday and vacation pay. The Union must give the employer and the CLRA thirty (30) days notice of any decision to opt out of the Health and Welfare and Promotion Funds.

CONSOLIDATED FUND:

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

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

INDUSTRY IMPROVEMENT FUND:

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

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

Remittance forms for this fund are available at www.nslcra.ca or by phone at 902-468-2283.

UNION ADMINISTRATION FUND:

The employer shall deduct one dollar ten cents (\$1.10) per hour paid from the employee and remit such amount to:

BAC Local 1 NS
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

PENALTIES FOR FAILURE TO REMIT HEALTH AND WELFARE, PENSION, BAC 1 GRSP, BEREAVEMENT, TRAINING AND MASONRY PROMOTION CONTRIBUTIONS, UNION DUES AND INITIATIONS:

When an employer fails to remit the Health and Welfare, Pension, BAC 1 GRSP, Bereavement, Training and Masonry Promotion Fund contributions or Union dues and initiation fees that are required in accordance with the above Article, the employer shall be liable to any or all of the following actions which are completely within the discretion of the Union:

The Union may, if it desires, advise the employer that interest will be payable on all overdue amounts at a per diem rate, based on an interest rate of twenty percent (20%) per year for each day the monies remain outstanding beyond the tenth (10th) day of the month.

Failure to remit a "nil" report can result in a penalty of a fifty dollar (\$50.00) fee.

In the event that the Union decides to remit the matter to arbitration in accordance with this Collective Agreement or with the Trade Union Act after following the grievance procedure, the employer, upon being found liable for any amount of money, shall be responsible to pay the Union share of the Arbitrator's fee, all expenses incurred by the Union in prosecuting the grievance, including travel expenses of witnesses and necessary expenses incurred in addition thereto, and legal fees on the basis of solicitor and client. The CLRA shall not pay any such expenses on behalf of any employer who is bound liable for any amount and any such employer shall be responsible for all such expenses incurred by the CLRA.

The Parties explicitly agree that the time limits set out in this Collective Agreement are not applicable to grievances arising with respect to this clause and that such grievances may be lodged at any time during the terms of this or subsequent Agreements.

When an Arbitrator finds that there is any amount owing by an employer to the Union for any of the above mentioned accounts, the Union may select, at its absolute discretion, a chartered accountant to audit the books and records of the employer for any period of time during the term of this or subsequent Agreements in order to determine the exact amounts of money owing. The fee for such audit shall be the responsibility of the employer.

RIGHT TO REFUSE TO CROSS A PICKET LINE:

No employee shall be required to cross any legal picket line or continue to work at any set work site when a picket line established in association with any legal strike. No officer shall be liable for any such action. Members of the Union shall not be requested to work with non-Union masonry tradesmen.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 13th day of December, 2018.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD

JAMES MOORE

CALUM MACLEOD

For Terms and Conditions governing Tile & Terrazzo work, see Appendix 1 “B”.

SCHEDULE "A"

INTERPRETATION:

The following definitions apply where the defined terms are used in the Agreement attached hereto:

CLRA:means the Nova Scotia Construction Labour Relations Association Limited

BUSINESS AGENT:.....means the Official duly appointed by a Local Union whose duties are to represent the Union in matters relating to this Agreement

EMPLOYEE:means a person working as a Journeyman or Apprentice bricklayer, stone mason, marble mason, stone cutter for an employer as defined herein, on any job in the area as defined in this Agreement

EMPLOYER:means a person or company who, because of:
1) certification by, or voluntary recognition of, the Union and/or;
2) membership in the Bricklayers Trade Division,

is bound by the provisions of this Agreement

JOB:means an individual construction project or operation

STEWARD:.....means an employee duly appointed under Article 4B of the Agreement and authorized by it to represent all the employees and employers working on a job who fall within the scope of this Agreement, and to speak for them on matters pertaining to this Agreement

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

UNION:.....means the International Union of Bricklayers and Allied Craftworkers, Local 1, Nova Scotia

SCHEDULE "B"

HEIGHT PAY:

Employees required to work on scaffolds, structural steel, swinging stages, bosun chairs, towers, stacks or catwalks, shall receive height pay. The starting point shall be designated as "ground level". This section also applies to the interior of a building where there is work fifty feet (50') above a "free fall".

Schedule of Height Pay:

- \$0 - 49'Basic Rate
- \$50 - 59'Twenty cents (\$0.20)
- \$60 - 79'Forty cents (\$0.40)
- \$80 - 99'Eighty cents (\$0.80)

An additional forty cents (\$0.40) per hour for every twenty feet (20') thereafter.

SCHEDULE "C"**HEALTH AND WELFARE, PENSION, BAC 1 GRSP, BEREAVEMENT, TRAINING AND MASONRY PROMOTION:**

The employer shall contribute per hour worked for Health and Welfare, Pension, Training and Masonry Promotion benefits as indicated in the tables set out below.

Effective Date	Health & Welfare	Pension	Masonry Promotion	Training Fund
<u>August 24, 2018</u>	<u>\$2.10</u>	\$2.50	\$0.23	\$0.23
<u>May 1, 2019</u>	<u>\$2.30</u>	\$2.50	\$0.23	\$0.23

The Health and Welfare and Pension portions shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the:

Trustees of the Atlantic Provinces Health and Welfare Trust Fund

1216 Sand Cove Road, Unit 32

Saint John, NB E2M 5V8

The monies allocated for Masonry Promotion Fund shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the:

BAC Local #1 NS Promotion Fund

14 McQuade Lake Crescent, Suite 203

Halifax, NS B3S 1B6

The monies allocated for Training Fund shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the:

Bricklayers Local 1 Training Fund

14 McQuade Lake Crescent, Suite 203

Halifax, NS B3S 1B6

Amendment #1 – May 1, 2019

The employer shall contribute per hour paid for BAC 1 GRSP, and Bereavement funds as indicated in the tables set out below.

BAC 1 GRSP	BEREAVEMENT
\$5.00	\$0.10

* For apprentice rates, please see apprentice wage tables.

The monies allocated for the BAC 1 GRSP portion shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the:

Trustees of the BAC 1 GRSP Fund
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

The monies allocated for the Bereavement portion shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the:

Trustees of the Bereavement Fund
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6