

**APPENDIX NO. 1“B” – TILE & TERRAZZO – 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, NOVA SCOTIA**  
(hereinafter referred to as the “Union”)

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

| <b>JOURNEYMAN - TILE &amp; TERRAZZO</b> |                       |                      |                      |                |                   |              |                      |                 |                     |            |                   |
|---|-----------------------|----------------------|----------------------|----------------|-------------------|--------------|----------------------|-----------------|---------------------|------------|-------------------|
| <b>Effective Date</b>                   | <b>Hourly Rate</b>    | <b>V &amp; H 9%</b>  | <b>H &amp; W</b>     | <b>Pension</b> | <b>BAC 1 GRSP</b> | <b>Promo</b> | <b>Bereave. Fund</b> | <b>Training</b> | <b>Consol. Fund</b> | <b>IIF</b> | <b>Total Pkg.</b> |
| <u>August 24, 2018</u>                  | <u>\$29.51</u>        | <u>\$2.66</u>        | <u>\$2.10</u>        | \$2.50         | \$5.00            | \$0.23       | \$0.10               | \$0.23          | \$0.78              | \$0.16     | <u>\$43.27</u>    |
| <b><u>May 1, 2019</u></b>               | <b><u>\$29.33</u></b> | <b><u>\$2.64</u></b> | <b><u>\$2.30</u></b> | \$2.50         | \$5.00            | \$0.23       | \$0.10               | \$0.23          | \$0.78              | \$0.16     | \$43.27           |
| <u>July 1, 2019</u>                     | <b><u>\$29.56</u></b> | <b><u>\$2.66</u></b> | \$2.30               | \$2.50         | \$5.00            | \$0.23       | \$0.10               | \$0.23          | \$0.78              | \$0.16     | <u>\$43.52</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 Tile 1 and the CLRA may be amended upon the agreement of Tile 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 Union represents that it has complete and final authority to bargain with the CLRA on behalf of the employers who it represents, and to administer this Appendix and to settle any matters of dispute which may arise between employer and Union. Furthermore, it is understood that this covenant is binding on the Local Union.

The International Union of Bricklayers and Allied Craftsmen, Local Union No. 1 of Nova Scotia accepts the delegation of authority hereinbefore set out and undertakes to administer this Appendix and to bargain collectively for renewal thereof on behalf of all employees of the employer for whom the Union is authorized to bargain.

The Union recognizes the CLRA as the sole collective bargaining agent with respect to the trade for its members designated herein and other contractor employers covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976 and Accreditation Order No. L.R.B. 428, dated April 5, 1977.

The employer recognizes that the Union jurisdiction is claimed to include Journeymen, Apprentice-Improvers, Apprentices, Grinders, Wet or Dry Polishers, Marble, Masons, Tile Setters, Terrazzo Workers and Miscellaneous Helpers chartered by the International Union of Bricklayers and Allied Craftsmen, hereinafter called the "Local Union." The words "Mechanic Journeymen" set out in this Appendix are the same and are interchangeable.

**TERMS:**

The contractor agrees not to employ anyone in the trade of Marble, Tile or Terrazzo work or Chemical Product Workers within the area as outlined in this Appendix who is not a member of the Local Union unless such employees are not available from the Local Union.

No member of the Union shall be permitted to work at Marble, Tile or Terrazzo for any person, corporation or partnership who is not a Party to this Appendix. Union members in violation of this Article shall be subject to disciplinary procedures at the hands of the Union. The Union shall not sign this Appendix with anyone other than a Party whose business is recognized as Marble, Tile or Terrazzo work as laid out in this Appendix.

The contractor shall not employ any Marble Masons, Tile Setters or Terrazzo Workers on a square foot basis, or demand any given amount or work for a lump sum, and without limiting the generality of the foregoing, there shall be no limitation as to the amount of work any man may be required to perform.

It is agreed that the Joint Trade Committee shall be three (3) representatives from each Party and this Committee shall have the power to set up and enforce Apprenticeship arrangements, including the testing of applicants for Journeyman status. The Committee shall meet at least once every three (3) months and may be called any time in case of emergency. Proper rules and procedures are to be established at the first regular meeting. Minutes are to be kept of all meetings.

The contractor agrees to phone the Union office for all Mechanics required. The employer shall have the right to determine the competency and qualifications of men referred by the Union and the right to hire or not hire accordingly.

**MARBLE, TILE AND TERRAZZO JURISDICTION:**

It is recognized by the contractor Parties to this Appendix that, included in the jurisdictional claims of the International Union of Bricklayers and Allied Craftworkers, are the following:

- Marble, Mosaic, Venetian Enamel and Terrazzo cutting and assembling of Mosaic, and the casting of all Terrazzo jobs.
- All bedding above concrete floors or walls for the preparation of cutting, laying or setting of metal composition of wooden strips and grounds, and the lathing and cutting of metal strips, laths or other reinforcements, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo workers.
- All Cement, Terrazzo, Magnesite Terrazzo, Dex-o-Tex, Rustick or rough washed for exterior or interior of buildings and any other kind of Plastic mixture composed of chips of Marble, Granite, Blue Stone, Enamel, and all other kinds of chips when mixed with cement, rubber, magnesium, chloride or other binding materials when used on floors, ceilings, stairs, saddles and which are not considered a part of the building, such as fountains, swimming pools, etc. Also, all other substitutes that may be applied under the same method as Mosaic or Terrazzo.
- The laying, cutting and setting of all hard tile where used for floors, walls, ceilings, walks, promenades, roofs and pavers up to two inches (2") in thickness, stairs, treads, stair risers, facing hearths, fireplaces and decorative insets, together with any marble plinths, thresholds or window stools used in connection with any tile work, and paver work up to two inches (2") in thickness; also prepare and set all concrete, cement, brick work or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fireplaces of a mantel, or the mantel complete; together with the setting of all cement, brickwork or other materials required in connection with the above work; also, the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearth facing or not, and the setting and preparing of all materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone shall be conceded to be Bricklayers, Marble Setters or Stone Masons work respectively. Where tile and pavers up to two inches (2") in thickness are set with adhesive or the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by Tile Setters.

It will be understood that the work "Tile" refers to all burned clay products as used in the tile industry, either glazed or unglazed, and to all quarry and paver tile up to two inches (2") in thickness, also mixture in tile form of cement, plastic and metals that are made for and intended for use as a finished floor surface, garden walls, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting of all accessories when built in walls or for decorative inserts on other materials. The Foreman over any tile work shall be a Tile Layer and at no time shall any other than a bonafide Tile Setter act as a Foreman on tile work. All new materials that replace the above material that is applied by the same method is covered by the terms of this Appendix.

**MASONRY-MARBLE JURISDICTION:**

Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all natural stone and precast up to two inches (2") thick. This shall apply to all interior work, such as sanitary decorative and other purposes inside of buildings and every description where ever required, including all polish boned or sand finish; also the cutting and fitting of above materials after same leave mills or shop, as well as all accessories in connection with such work and the laying of all marble, tile, slate tile and terrazzo tile.

Foremen over any marble masonry shall be Marble Setters, and at no time shall anyone other than a bonafide Marble Setter act as a Foreman on all marble masonry.

It is mutually agreed that three (3) Improvers may help a Terrazzo Mechanic in such manner as is normally required. Any additional Improvers may be employed on any job to do such work as may be necessary beyond the helping of a Mechanic.

**MATERIALS:**

Employees covered by this Appendix reserve the right to unload and handle their own material at the discretion of the Mechanic in charge.

**HEALTH & WELFARE FUND, PENSION FUND, BAC 1 GRSP FUND, PROMOTION FUND, BEREAVEMENT FUND & TRAINING FUND:**

All remittances should be by cheque and post-marked not later than the tenth (10<sup>th</sup>) day of the month for the previous month.

The employer agrees to pay to the International Health Fund Bricklayers Union, Local 1 the amount of two dollars ten cents (\$2.10) per hour worked **and effective May 1, 2019, two dollars thirty cents (\$2.30) per hour worked.** Cheques are to be payable to the:

**International Health and Welfare Fund**  
1216 Sand Cove Road, Unit 32  
Saint John, NB E2M 5V8

The employer agrees to pay to the Tile & Terrazzo Pension Fund the amount of two dollars fifty cents (\$2.50) per hour worked. Cheques are to be made payable to the:

**International Health and Welfare Fund**  
1216 Sand Cove Road, Unit 32  
Saint John, NB E2M 5V8

The employer agrees to pay to the BAC 1 GRSP Fund the amount of five dollars (\$5.00) per hour paid. Cheques are to be made payable to:

**PSFL Fund Management**  
c/o BAC Local 1 NS  
14 McQuade Lake Crescent, Suite 203  
Halifax, NS B3S 1B6

The employer agrees to pay the Promotion Fund amounts as set out in the wage table 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

The employer agrees to pay to the Bereavement Fund the amount of ten cents (\$0.10) per hour paid. Cheques are to be made payable to:

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

The employer agrees to pay the Training Fund amounts as set out in the wage table and shall remit same to the Tile Local 1 Training Fund. Cheques should be mailed to:

**Tile Local 1 Training Fund**  
14 McQuade Lake Crescent, Suite 203  
Halifax, NS B3S 1B6

**Amendment #1 – May 1, 2019**

**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.nsclra.ca](http://www.nsclra.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 amounts to:

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

**CHECK-OFF:**

The employer agrees to deduct from the pay of each employee the monthly dues as stipulated by the Union, providing written authorization (check-off cards) have been received by the employer.

Such dues shall be deducted from the first pay of each month and be remitted to the financial secretary of the Local Union not later than the tenth (10<sup>th</sup>) day of said month. Such payment shall be accompanied by a list of names of employees from whom the deductions were made.

The employer agrees to deduct initiation fees, assessments or fines from the first pay period of each month and shall be remitted to the Local Union not later than the tenth (10<sup>th</sup>) day of the said month. Initiation fees are to be collected at the rate of ten dollars (\$10.00) per working day until such initiation fees are fully paid; Journeymen not in the Union are to pay initiation fees of twenty dollars (\$20.00) per day.

The Apprentices and Improvers shall have a sixteen (16) week probationary period prior to becoming a member of the Union, unless the employer and employee mutually agree to shorten this period.

If the employer, after receiving written authorization (check-off cards) of the employees, does not deduct the dues, assessments, initiation fees or fines, he shall be liable for payment of same.

**DESIGNATED HOLIDAYS:**

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civil Holiday, it shall be observed as such under the terms of this Appendix.

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

If work is required by an employee on any Designated Holidays, or on Saturday afternoon or Sunday, it will be paid for at double (2x) the straight time rate of pay for such work.

**PAID HOLIDAYS:**

**Canada Day, Labour Day, Remembrance Day, Thanksgiving Day**

If an employee is on 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.



**WORK WEEK:**

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 (1/2) hour for lunch, scheduled at the employer's discretion. All time worked in excess of this shall constitute overtime and shall be paid as provided for in this Article.

It is covenanted and agreed where it is impossible to work between the hours of 7:00 a.m. and 5:00 p.m., night work shall be paid for at the rate of ten (10) hours for eight (8) hours of work performed. However, after five (5) consecutive days, the rate of nine (9) hours for eight (8) hours work shall be paid. This includes one-half (1/2) hour on each shift for lunch, which shall be paid by the employer, but will be scheduled for the employees to permit the continuous pouring operation. Any employee working beyond his shift of eight (8) hours shall receive double (2x) time. A mutually agreed meeting between the Association(s) and the Business Manager or International Union Representative shall be held to discuss such shift work.

Where two (2) or three (3) shifts are worked at any time between 1:00 a.m. Monday and Midnight Friday of the same week, the employee shall be paid eight (8) hours for seven (7) hours work performed. No employee will be permitted to work more than one (1) shift in twenty-four (24) hours unless overtime rates are paid.

Overtime rates, exclusive of the above, shall be paid for at the rate of time and one-half (1½x) from 5:00 p.m. to 7:00 a.m. of the same day, and double time (2x) thereafter.

Workmen shall not be required to report to contractor's shop or yard for the purpose of loading or driving loaded equipment for work prior to thirty (30) minutes before regular starting time.

Should his services be required before this time, the Mechanic will be paid for the time he reports to shop or yard in accordance with this Article.

No work shall be performed on New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Remembrance Day, Labour Day, Thanksgiving Day or Christmas Day. However, if any emergency should arise and work must be done on any of these days, prior notice shall be given to the Union and double time (2x) shall be paid. The Union will be notified of the names and number of Mechanics required and if there are any changes, the Union will be notified as soon as possible.

It is agreed that the employer and Union affected may agree on different rates, provisions and hours than those contained herein so as to increase the competitive position of unionized sector.

At the employers request miscellaneous helpers and Improvers will work up to nine (9) hours per day, Monday to Friday, at straight time, for a forty-five (45) hour work week.

Hours worked on Saturdays, other than as make-up time, shall be paid as follows:

1st four (4) hours .....1½x straight time  
5th and subsequent hours .....2x straight time

Due to weather or job conditions Union members agree to work Saturday for the straight rate of pay to make up time lost during the period October 1<sup>st</sup> through to June 1<sup>st</sup>. Time not to exceed forty (40) hours in any one (1) week.

**REPORTING TIME:**

Any employee, who has provided his current address and telephone number in writing to his employer, and who reports to work at the designated jobsite, at his scheduled starting time, not having been previously notified not to report, shall receive pay for one (1) hour at his applicable rate of wages.

To qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.

Reporting time shall not be payable when:

- i) Strike conditions or a work stoppage that affects the normal operation of the job is in progress, or is threatened.
- ii) The employer has determined that weather conditions prevent safe or efficient operations.
- iii) Any other condition arises which is beyond the direct control of the employer.
- iv) An employee leaves work on his own accord.
- v) An employee refuses to carry out the work available.

**MAINTENANCE OF WAGES:**

Wages shall be paid Thursday on the job every week by cheque, if paid on Friday, pay must be in cash, not later than quitting time.

Whenever four (4) Mechanics of the same classification are working on a single job, the Foreman under the direction of the employer shall receive a minimum premium of seven percent (7%) of base rate. The Foreman must be a member of the Union.

Any member of the Union failing to receive his money on a regular pay day or within forty-eight (48) hours from time of his dismissal shall receive waiting time.

All members of the Union shall receive one (1) hour's notice with pay and vacation pay, or be paid regular pay for waiting time. A separation certificate shall be forwarded to the employee by the employer within seven (7) days.

The employee shall receive a cheque stub from each cheque or pay statement of earnings. If paid by cash, statement showing the contractor's name and address; the pay period covered, regular and overtime hours earned, employee's deductions, vacation pay and all deductions required by law.

**ROOM AND BOARD ALLOWANCE:**

The employer shall decide to either pay the subsistence allowance as described in the Collective Agreement or provide suitable accommodations and furnish forty-five dollars (\$45.00) per day meal allowance at his option.

**APPRENTICESHIP:**

No Apprentice (or Improvers) shall be permitted to work until the last twelve (12) months of his apprenticeship, unless he is under the supervision and control of a bonafide Marble, Tile or Terrazzo Mechanic, except in special circumstances. Under no circumstance will he be sent out to a job alone. The Apprentice will not be allowed to work any overtime whatsoever except in cases where he is working with a Mechanic during the regular working week as set out in this Appendix. Overtime will not be allowed to interfere with his education.

Apprentices shall be entitled to the same privileges as a Journeyman.

Rate of pay for Apprentices or Improvers shall be as set out below based on a number of months of employment in the trade:

|                                   |       |
|-----------------------------------|-------|
| 1 <sup>st</sup> - 12 months ..... | 52%   |
| 2 <sup>nd</sup> - 12 months ..... | 67.5% |
| 3 <sup>rd</sup> - 12 months.....  | 80%   |
| 4 <sup>th</sup> - 12 months.....  | 92.5% |

It is understood that the above table of wages is for workmen who are progressing in the trade towards the status of full Journeymen. Both Parties recognize that there are employees who shall not attain the full status of Journeyman and upon the joint review of the Union and the employer, individual employees may be declared to be in the classification of Improver and shall be paid at seventy-five percent (75%) of the prevailing Journeyman rate.

On completion of apprenticeship of four (4) years, he shall receive Journeymen's rate of pay then in effect.

The first six (6) months of apprenticeship shall be recognized as a probationary period. During this period, the apprenticeship indentures may be annulled by mutual agreement of the Parties hereto.

**MAINTENANCE OF TOOLS:**

The helmet shall be supplied and owned by the employees.

The contractor agrees to supply cutting wheels for the Tile Setters cutting machine.

The employers agree that Mechanics will be compensated for tools lost by fire.

The following equipment is part of the employer's equipment and must be furnished by him when required:

- Mortar Box
- Mortar Boards
- Straight Edges
- Tubs
- Hose
- Buckets
- Polishing Rags
- Power Tools
- Bits
- Plaster Bowls
- Sponges

All Mechanics and Apprentices shall have a complete set of tools.

**SHOP STEWARD:**

No discrimination shall be shown against any Shop Steward for carrying out his duties. It is also agreed that the Union will advise the Foreman of the appointment of a Shop Steward. The Foreman will advise the Union before discharging a Shop Steward. He will be the second last to be laid off. The contractor and the Association will be notified in writing before the Steward is recognized.

**JURISDICTIONAL DISPUTES:**

A mark-up meeting will be held with each contractor not later than the commencement of the contractor's work on all projects and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the National Joint Board Building Trades Department, A.F.L. & C.I.O. The work assignment shall not be completed until a meeting on site has been convened with all Parties involved and until a subsequent meeting (not later than twenty-four (24) hours) has taken place, at which the contractor shall present the work assignments on paper to all Parties.

In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 50 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

**DISCRIMINATION:**

The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the respective signatory Union.

The Parties agree that there will be no discrimination against any person because of sex, race, creed, colour, nationality, ancestry, place of origin, marital status, or age.

The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

**BREAK PERIOD:**

A ten (10) minute break shall be allowed morning and afternoon at the hour designated by the employer. It is agreed that the Union or employer, or both, shall discipline employees abusing or violating this clause. Every effort will be made to ensure as little disruptions of work as possible because of this Article. If coffee is taken, then it will be consumed at the place of work and one (1) man shall be designated to deliver same.

**UNION SECURITY:**

The employer agrees that it shall be a condition of employment for all employees as defined above to be a member of and to maintain membership in good standing in the Union during the term of this Appendix.

The employer agrees to give hiring preference to Union members who reside in the local area, provided such members are competent and qualified in the trade, and available for work.

The employer will cooperate with the Union in providing employment of their members, and the Union agrees to assist the employer by all means in its power to secure and supply skilled and competent craftsmen. If any employee is engaged by the employer, he shall be informed by the employer that it is a condition of employment that, unless otherwise provided for in the Appendix he shall make application forthwith and shall become a member of the Local Union within sixty (60) days from the date of his engagement.

Newly hired employees shall provide the employer with a referral slip (copy attached) within ten (10) working days of commencement of employment.

The authorization shall provide for the deduction of the regular dues advanced from the pay each week of the employee, or at such other period as may from time to time be agreed to between the employer and the Union as per referral slip number 647 (sample attached hereto).

**DISPUTES:**

No Party to this Appendix shall initiate any legal action against any other Party to this Appendix arising out of non-fulfillment or violation of this Appendix without first exhausting all procedures for remedial settlement as set out herein.

No employees shall be required to cross any legal picket line or continue to work at any work site when a picket line is established in association with any legal strike.

**SUB-CONTRACTORS:**

When the employer chooses to sub-contract work, it is agreed that where a sub-contractor is not in contractual relations with a Local Union named herein, such sub-contractors will be required to abide by the terms and conditions of this Appendix.

**PRODUCTIVITY & WORKMANSHIP IMPROVEMENT COMMITTEE:**

The Parties agree that within thirty (30) days after the effective day of this Appendix they shall implement and put in place a joint committee named the Productivity & Workmanship Improvement Committee (Committee).

The Committee shall be made up of equal representation from the Union and masonry contractors with a minimum of one (1) individual from each. Each member may designate an alternative member.

The objectives of this Committee are:

- (a) The fundamental strength of the unionized sector in the construction industry is the high level of productivity and workmanship of the tradesman and contractor. The Committee shall work together to promote and maintain this high standard of productivity and workmanship in the Tile and Terrazzo trade on construction sites in compliance with all existing legislation and regulations of the Province of Nova Scotia and in cooperation with existing Union and management committees in place.
- (b) The Committee shall monitor the ongoing activity and progress and effectiveness of government legislation as well as the work of existing joint construction committees. If, in the opinion of the Committee, the existing legislation and joint committees fail to properly address and improve productivity and workmanship in the Tile and Terrazzo industry, then the Committee will move to implement its own program to maintain and improve workmanship and productivity in the Tile and Terrazzo industry. In order to implement the program the Committee shall make representation to the Provincial Apprenticeship Advisory Board.



- (c) The Committee will receive productivity and workmanship reports from the Union and employers and review all reports received. The Committee will, after reviewing all reports, assess the productivity standards in each case and recommend procedures to improve productivity and workmanship in all cases to both employers and tradesmen.
- (d) Either Party to this Appendix may make a written request for a meeting of the joint Committee and the Committee shall meet with seven (7) calendar days from the receipt of such a request.

**VIOLATION OF APPENDIX:**

Any member of the Union violating the terms of this Appendix shall be subject to a fine and/or disciplinary action.

**TERM OF APPENDIX:**

All articles of this Appendix shall remain in full force until and including the termination date of June 30, 2020, and from year to year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than thirty (30) days prior to June 30, 2020 or June 30<sup>th</sup> in any subsequent year, of the Party's desire to change, add to or amend this Appendix. In the event no such notice is given by either Party, this Appendix will remain in effect from year to year.

Where notice of a desire to change, amend or terminate this Appendix is given under this Article, this Appendix shall remain in full force and effect until such time as an appendix has been reached with respect to a renewal, amendment or substitution thereof, provided that this Appendix may be further extended from time to time by mutual consent.

All the signatories to this Appendix will be advised before the adding of any new signatories to this Appendix. Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Appendix according to the Trade Union Act of the Province of Nova Scotia.

**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

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JAMES MOORE

---

CALUM MACLEOD

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**SCHEDULE "A"**

S A M P L E - "Referral Slip"

Local No.: \_\_\_\_\_

No.: 647

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Job Site & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brother's Name and I.U. Number:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Agent)

Check-off Dues Authorization:

Date: \_\_\_\_\_

To (Name of Employer): \_\_\_\_\_

**I hereby authorize you to deduct from my wages and pay to the International Union of Bricklayers and Allied Craft workers, Local No. 1 fees in the following amounts:**

1. Initiation Fee \$ \_\_\_\_\_ 2. Monthly Dues \$ \_\_\_\_\_

3. Dues in Arrears \$ \_\_\_\_\_ 4. Assessment, Fines \$ \_\_\_\_\_

I agree that the amounts to be deducted at the rate per working day are as set out in Article 8C.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_