

**CAPE BRETON INDUSTRIAL PROJECTS
COLLECTIVE AGREEMENT
2017 - 2020**

- BETWEEN -

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

- AND -

**THE CAPE BRETON ISLAND
BUILDING & CONSTRUCTION TRADES COUNCIL**
(hereinafter referred to as the "Cape Breton Trades Council")

- AND -

SIGNATORY BUILDING TRADE UNIONS

THIS AGREEMENT dated at Sydney, Nova Scotia this 13th day of December, 2018.

EFFECTIVE DATE: AUGUST 24, 2018
EXPIRATION DATE: JUNE 30, 2020

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BETWEEN

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

OF THE FIRST PART

- AND -

**THE CAPE BRETON ISLAND BUILDING AND CONSTRUCTION TRADES
COUNCIL AND SIGNATORY NOVA SCOTIA LOCAL UNIONS OF
INTERNATIONAL UNIONS WHICH HAVE BEEN ACCEPTED AFFILIATES BY THE
BUILDING AND CONSTRUCTION TRADES COUNCIL,**
whose designated officers shall sign this Collective Agreement including
appropriate craft schedules appended.
(hereinafter referred to as the "Cape Breton Trades Council")

- AND -

**THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION 1, HALIFAX, NS**

- AND -

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS
WORKERS, LOCAL UNION 116, HALIFAX, NS**

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL &
REINFORCING IRONWORKERS, LOCAL UNION 752, HALIFAX, NS**

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115, SYDNEY, NS**

- AND -

**MILLWRIGHTS AND MACHINE ERECTORS
LOCAL UNION 1178, HALIFAX, NS**

- AND -

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION 721, SYDNEY, NS**

- AND -

**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
LOCAL UNION 1945, HALIFAX, NS**

- AND -

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING
STEAMFITTING AND PIPEFITTING INDUSTRY
OF UNITED STATES AND CANADA,
LOCAL UNION 682, SYDNEY, NS**

- AND -

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION 56, NORTH SYDNEY, NS**

- AND -

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA,
LOCAL UNION 927, HALIFAX, NS**

(hereinafter referred to as the "Unions")

OF THE SECOND PART

Definition of terms required for interpretation of this Agreement are attached hereto and form part hereof.

DIRECTORY

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

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Mr. Calum MacLeod <i>Labour Relations Officer</i>			cmacleod@nscra.ca

SIGNATORY TRADE UNIONS - CAPE BRETON:
**THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFT WORKERS,
 LOCAL UNION 1**

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Name & Title	Phone	Fax	Email
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**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS
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LOCAL UNION 721**

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**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES,
LOCAL UNION 1945**

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**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING,
STEAMFITTING & PIPEFITTING INDUSTRY OF THE UNITED STATES &
CANADA, LOCAL UNION 682**

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**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
LOCAL UNION 56**

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**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL UNION 927**

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ARTICLE 1A - PURPOSE

- 1A.01 The CLRA, the employers and the Unions wish to make a common Collective Agreement (with Craft Schedules appended) respecting the employees of the employers engaged in the Construction Industry on Industrial projects and wish to ensure uniform interpretation and application in the administration of this Collective Agreement with a speedy and equitable adjustment of any grievances which may occur.
- 1A.02 This Agreement is intended for an Area Agreement, therefore, it is agreed that the scope of this Agreement is the Island of Cape Breton.
- 1A.03 This Agreement is intended to cover the employer's work on all Industrial projects as defined under Article 1A and shall exclude all road building and paving construction.
- 1A.04 This Agreement shall be a common Collective Agreement consisting of both the Articles and Appendices attached hereto.

ARTICLE 1B - INDUSTRIAL DEFINITION

1B.01 Industrial projects shall be defined as the initial construction or modernization of an Industrial Project such as listed in sub-paragraph (a), with a total Tender Value in excess of twenty-one million three hundred thousand dollars (\$21,300,000.00) regardless of the individual Contractor's Tender Value, regardless of whether the Owner or their Consultant/Management decided to call Tenders for their respective Industrial Projects in phases and the Dollar Tender Value of phasing is maintained at twenty-one million three hundred thousand dollars (\$21,300,000.00) or less. This amount shall be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada.

- Oil Refineries
- Pulp & Paper Mills
- Chemical Plants
- Manufacturing Plants, Processing Plants
- Assembling Plants
- Rubber Plants (such as Michelin)
- Deep Sea Ports or Docks
- Steel Mills
- Basic Metal Producing Facilities
- Power Plants (all types)
- Heavy Equipment Manufacturing
- Ore Reduction Plants
- Construction on Mine Sites
- Cement Plants
- Industrial Transportation Centers
- Construction of Shipyards
- Coal Liquefaction Projects
- Syn-Fuels Projects
- Coal-Water (Carbogel) Fuel Projects
- Fluidization Projects
- Gas Projects
- Wharves constructed as part of an ongoing Industrial Project
- Wind Mills and Wind Mill Farms (as per Schedule “C”)

- 1B.02 (a) All work on an existing Industrial facility or facilities as listed above will be carried out under the terms and conditions of the Industrial Agreement except for small jobs where the total value of the Employer's contract or contracts (all labour and material costs included) is less than two hundred and fifty thousand dollars (\$250,000.00). In such cases, the work may be performed under the terms and conditions of the Commercial Agreement. The total value of the Employer's contract or contracts shall include the value of all contracts awarded to the Employer on a particular site or project that is project or function related, and regardless of whether the Owner or their Consultant/Management decided to call tenders or award the work in phases.
- (b) Prior to the start of work under Article 1B.02(a), the Employer must advise the Union(s) which have the trade jurisdiction over such work of the following:
- (i) The location of the work;
 - (ii) The scope of the work to be performed;
 - (iii) The identity of the party to whom the Employer is contracted; and
 - (iv) The total value of the Employer's contract.
- (c) If the Employer fails to comply with the requirements of Article 1B.02(b), the terms and conditions of the Industrial Agreement shall apply to the work.
- (d) This Article shall not apply to existing work but shall only apply to work obtained by an Employer after the signing of this Agreement.
- (e) Unless the Parties agree in writing to continue the amendments to Article 1B in this Agreement, any and all amendments to Article 1B agreed herein shall automatically expire on the upcoming expiration date of the Cape Breton Island Commercial Agreement, and revert to the wording of Article 1B that existed in the version of the Industrial Agreement that was in effect during the period of July 1, 2014 to June 30, 2017.
- 1B.03 The CLRA or the Council shall be entitled to call a joint meeting of the parties to clarify the classification of any job as industrial or commercial prior to tender closing.
- 1B.04 All shut-down work shall be performed under the terms and conditions of this Agreement. A shut-down is defined as all major mechanical maintenance on processing equipment performed on a site or facility constructed under this Agreement.
- 1B.05 Remediation work on Industrial, former Industrial, and Commercial sites shall be performed under the terms and conditions of the Commercial Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the employer but does not include office and clerical workers, guards, watchmen, time checkers, material superintendents, technical personnel, superintendents, assistant superintendents, craft supervisors or classifications above the rank of general foreman as provided for in Craft Appendix, and persons transporting materials (including concrete and gravel), equipment or supplies from a point of origin outside the site to a destination inside the site or from a point of origin inside the site to a destination outside the site.
- 2.02 If the workmen on work over which the Unions have jurisdiction are required in classifications not listed in the appended Schedules, the Schedules shall be amended by adding such classifications at the agreed wage rates.
- 2.03 The Unions recognize the Nova Scotia Construction Labour Relations Association Limited as the sole collective bargaining agent for all unionized employers as covered by Accreditation Order L.R.B. No. 428C, dated April 5, 1977.
- 2.04 In order to bind non-CLRA employers to the provisions of this Agreement, the Union should file any letter of agreement/recognition with the Minister of Labour in accordance with Section 30 of the Trade Union Act.
- 2.05 No employer bound to this Agreement shall, acting as a Project Manager or Construction Manager, provide Supervisors, Foremen, Lead Hands or manpower to work directly with non-unionized workers on any project in the Industrial/Commercial Sector of the construction industry.

Failure to comply with this Article will result in grievances and claims for compensation.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01a Subject to the limitations and specific terms of this Agreement, the management of the project and the discretion of the working force including, but not limited to, the right to plan, direct and control operations, hire, lay off, transfer on site, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for just cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used, are vested solely in the employer. The Parties agree that the foregoing enumeration of employer rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The employer in the exercise of these rights shall not discriminate against any member of the Union.
- 3.01b Site Rules, if used, to be included at mark-up meetings and each employee to be given a copy to read and sign upon hiring.
- 3.02 It is agreed among the Parties that the past practices relating to transfer of employees will continue.

ARTICLE 4A - UNION SECURITY

- 4A.01 When employees are required, the employer shall request the Unions to furnish competent and qualified workmen in the classifications listed in the Craft Schedules appended hereto and, insofar as possible, all workmen, so furnished will be recruited from the jurisdiction of the Local Union. (The referral slip system may be used at the option of the Local Union, if the referral slip is used it shall show the employee's permanent address.) If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and designated holidays, from the time the request is made the Unions are unable to supply the quantity and/or skills required, the employer may procure such men elsewhere. All employees secured from other sources will be cleared by the appropriate Union before commencing work for the employer. The provisions of Article 4A.01 shall be modified according to the Trade Appendices of this agreement.
- 4A.02 When an Employer in a Trade Division has work to be performed that is normally carried out by another Trade Division, then the employees required to do the work shall be hired from the union that normally supplied Tradespeople in the other Trade Division.
- 4A.03 The employer agrees that employees employed within categories covered by the terms of this Collective Agreement shall be required as a condition of continued employment to become and remain a member of the appropriate signatory Union. Forms authorizing the check-off of Union dues and initiation fee will be supplied by the Union to the employer. The employer will distribute these forms to the employee which will be affected, collect them when signed, retain the check-off authorization and forward them to the Union(s) at the proper address on file.

- 4A.04 Empowered by the authorization forms signed by each employee, the employer agrees to deduct weekly, or from the first (1st) pay period of each month, the amount certified by the Union as dues. The check-off remittance form shall include the Social Insurance number of the employee.
- 4A.05 Should the employee be newly joining the appropriate Union, the employer agrees to deduct the initiation fee in the amount that has been certified as the then current fee in the Nova Scotia Local Union having jurisdiction when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees, such initiation fees shall be deducted in weekly instalments.
- 4A.06 The amounts so deducted shall be remitted by the employer to the proper Union at the address on file during the second (2nd) week of each month, together with a list of all employees on whose behalf such deductions have been made.
- 4A.07 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any of such provision.
- 4A.08 The Unions agree that membership will be granted to all employees under the terms and conditions that prevail in the Nova Scotia Local Union which has jurisdiction on Cape Breton Island.
- 4A.09 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 4A.10 All workmen secured from other sources will be commonly known as card men and will be cleared by the appropriate Union before commencing work for the employer.
- 4A.11 Card men shall be replaced by the appropriate Union members when such men are available:
- (a) after they have been employed for one (1) month; and
 - (b) after notice for a minimum of one (1) working day.
- 4A.12 The Unions shall have the right to amend their dues structure provided that the structure is not changed more than once in any twelve (12) month period and the CLRA and the employer receives two (2) months notice of such change.
- 4A.13 Employers shall not transfer their employees from their payroll to another employer on the same site or project unless agreed to by the Union.
- 4A.14 Employers shall not hire for employment employees laid off or terminated by another employer on the same site or project (subject to the policy of the individual Unions).

4A.15 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the Declaration of Support for the Reserve Force signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 4B - STEWARDS

4B.01 The Business Agent or Business Manager shall appoint job Stewards and prior to such appointment shall discuss the appointment with the employer. The Steward of a member Union will be an employee of the employer who is a qualified journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman, he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the Foreman or Superintendent whenever possible. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement.

4B.02 It is agreed that only one (1) Steward and one (1) alternate on each shift shall be recognized by each employer and the Union shall notify the employer in writing of the name of the Steward and his alternate.

4B.03 Once appointed by the Business Manager for their respective shifts, Stewards shall not be transferred from job to job or shift to shift without approval of the Business Agent or Business Manager.

4B.04 The employment of the alternate Steward shall not be terminated until:

- a) there are twenty (20) or fewer employees on site; and
- b) the employer has discussed the matter with the Business Agent/Manager or the Steward.

The alternate Steward shall not assume any Steward duties unless the regular Steward is off-site.

4B.05 The employer agrees to recognize the Steward and alternate Steward appointed by the Business Agent/Manager. The Steward or alternate (alternate when the designated Steward is unavailable) shall be on the site whenever more than three (3) employees, including Foremen, of his craft from the shift are working, including overtime hours, Saturdays, Sundays and holidays.

4B.06 Subject to all other items and conditions of this Agreement, the Steward shall be the second (2nd) last man remaining on the job.

- 4B.07 The Steward may be on all committees pertaining to his craft. Under no circumstances shall the job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.

ARTICLE 5 - ACCESS TO THE JOB SITE

- 5.01 Business Representatives of the Union and International Representatives shall have access to the project during working hours, but in no case shall their visits interfere with the progress of the work. Arrangements will be made with the employer's representative on the job. Conduct on the project will be subject to the general regulations of the employer.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

- 6.01 The Union and employees agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the employer or any of them for the duration of this Agreement.
- 6.02 Participation by an employee, or group of employees, in any act violating the above provision will be cause for disciplinary action.
- 6.03 The employer agrees that there will not be any lockout of employees during the term of this Agreement.

ARTICLE 7 - HEALTH AND SAFETY

- 7.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.
- 7.02 Employees shall not be required to work with unsafe equipment, nor where proper safeguards are not provided, nor under conditions which are injurious to health when the employer has any control over such conditions. Employees failing to comply with the Occupational Health & Safety Act are subject to dismissal.
- 7.03 Employees are required to report any unsafe work conditions or unsafe equipment used to perform their jobs which they determine is hazardous to working conditions and report such observations to a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent.
- 7.04 (a) Each Contractor shall have a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent. This Committee shall investigate such unsafe conditions as reported to them. The Committee shall study the reports made and determine what, if any, unsafe conditions exist and will recommend changes to remedy any unsafe working conditions.
- (b) All safety meetings shall be conducted according to the provisions and requirements of existing or future provincial legislation. Safety meetings will be held once a week at break time. This break time will be extended for Five (5) minutes in order to conduct said meetings.
- 7.05 Safety hats (liners when required) must be worn by all employees on the job site at all times; same to be supplied by the employer, cost to be deducted from employee's pay if not returned upon termination.
- 7.06 Sanitary facilities and fresh drinking water with ice yearly and paper cups will be provided by the employer.
- 7.07 Fresh drinking water, tool sheds, and lunch rooms shall normally be maintained by the Craft using same except where other general arrangements have been made for a site.
- 7.08 Adequate quarters, heated and ventilated by window or by louver, when necessary shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches and tables and be kept clean and no tools or equipment shall be stored in said quarters while employees are on the job.

- 7.09 Climatic protective clothing is to be supplied to the employees by the employer in accordance with the specifications of the applicable Craft Schedule.
- 7.10 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.
- 7.11 If an employee is injured while working on a premium rate of pay, the prevailing provincial legislation shall apply.
- 7.12 There will be no termination of an employee on compensation unless he so requests or there is a lay-off of his trade until thirty-five (35) days after the employee's accidental injury.
- 7.13 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination; if not, cost to be deducted from the employee's pay, reasonable wear and tear accepted.
- 7.14 Employees shall be provided with a proper and adequate place of shelter, complete with heating facilities. The shelter shall have proper heating, lighting, ventilation and shall be lockable. Hand cleaner and paper towels shall be supplied in reasonable quantities. The employer agrees to normally provide the above facility before construction work commences on the project.
- 7.15 The Parties agree to observe the applicable provincial legislation or Workman's Compensation.
- 7.16 There shall be discussion with representatives of the Cape Breton Island Building Trades Council regarding the operation of any camp facilities provided.

ARTICLE 8A - PAY PERIODS

- 8A.01 Employees shall be paid by cheque during the regular working hours on Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. Employees shall be paid in a sealed envelope. Pay may be made by way of direct deposit provided pay stubs (including a full statement of hours worked, Pension & benefit and all contributions) are issued to employees on Thursday.
- 8A.02 There shall be a clear statement of all earnings and deductions on each employees' payroll slip. All employers shall include a full statement of employer contributions on the wage stub. Council agreed to have direct deposit, providing a clear statement of earnings, deductions and contributions including year to date totals excluding non-payroll contributions would be given to the employees weekly, if paid direct deposit or by cheque, on the job on Thursday each week. If Thursday or Friday is a holiday, the clear statement of earnings, deductions and contributions will be distributed on Wednesday.
- 8A.03 Where no work is provided on pay day prior to the commencement of the regular starting time, all employees entitled to reporting pay shall receive their regular pay cheques prior to 11:00 a.m. Failing issuance of such cheques by 11:00 a.m., the employer shall pay all such employees an additional one (1) hours pay at the regular straight time rate.
- 8A.04 Where no work is provided at the commencement of the second half of the shift on the regular pay day and the employees have not received their regular pay cheque prior to 1:00 p.m., all such employees shall receive an additional one (1) hours pay at the regular straight time rate.
- 8A.05 The employer agrees to issue with each pay (cash or cheque) or postmarked no later than Friday of the same week, either on the cheque or on a separate statement, information including the name of the employer, the name of the employee, period the pay covers, rate of pay, hours worked, regular or overtime, all additions and deductions, gross and net pay. At the employer's discretion, statements may be provided electronically. Statements shall be made available for any employees who are not able to receive them electronically.
- 8A.06 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.
- 8A.07 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 8A.08 When cheques are not distributed on Thursday in accordance with this Article, the employees shall be allowed one-half (½) hour (paid) off to cash cheque on Friday. Should the employee not be paid until Monday of the following week, the employee shall receive one (1) days pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Monday through Friday.

8A.09 The employees' work week shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

8A.10 If working a four (4) by ten (10) hour day work week, a clear statement of earnings and deductions is to be given to the employee by afternoon break on Wednesday, if direct deposit is used.

If paid on Wednesday by cheque onsite, the employee shall receive the cheque along with a clear statement of earnings and deductions by afternoon break.

In the event of failure to comply with the above, the employee shall receive two (2) hours pay for each day until the cheque and statement of earnings and deductions, (or statement of earnings and deductions, if direct deposit), is provided.

ARTICLE 8B - WAGES

8B.01 The regular hourly rates of pay for each classification of workmen shall be in accordance with the rates contained in the appended Craft Schedule of his trade and which apply to his classification. These Craft Schedules are attached hereto and are hereby made part of this Collective Agreement.

8B.02 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, any employer contribution shall be added to the hourly rate and become part of the wages paid.

**ARTICLE 8C - EMPLOYER CONTRIBUTIONS & DEDUCTIONS AND
EMPLOYEE DEDUCTIONS**

8C.01 Employers signatory to this Agreement shall remit monthly the contributions and deductions in accordance with the Benefit/Welfare/Pension and other Fund contributions and deductions set forth in the Trade Appendices. In addition, employers will remit the amount set forth in Article 8D - Consolidated Fund. The employer may remit these contributions and deductions by way of a bank transfer rather than by way of cheque.

ARTICLE 8D –THE CONSOLIDATED FUND

8D.01 The parties agree to a Consolidated Fund as follows:

8D.02 During the term of this Collective Agreement, before the fifteenth (15th) day of each and every month during the said term, each employer shall supply and file such information as may reasonably be required by the Administrator, designated by the parties to be the Administrator, and included in such information for each single trade shall be the name of each employee, the Social Insurance Number of each employee and a schedule of total man hours paid during the previous calendar month by Union members in its employ together with a cheque in the amount as set forth in 8D.04 of this Article.

8D.03 The Consolidated Fund will be administered by a person designated as Administrator by the Cape Breton Island Building and Construction Trades Council and the employer contribution to this Consolidated Fund will be forwarded to the Administrator along with other identifying information requested by the Administrator to:

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

8D.04 (a) Each employer bound by this Collective Agreement agrees to contribute to the Consolidated Fund, for each hour paid:

Cape Breton Island Building Trades Council	\$0.25
Council Wide Stabilization Fund	\$0.50
Nova Scotia Construction Sector Council	\$0.03
TOTAL CONTRIBUTION FOR EACH HOUR PAID	\$0.78

(b) Should the CLRA and Council desire to increase the contribution provisions of the Consolidated Fund as set forth in paragraph (a), the parties agree that such increase in contribution shall be implemented if so desired provided that the Cape Breton Island Building & Construction Trades Council receives thirty (30) days notice of such amendment.

- (c) Each employer must forward to the Administrator, along with the Consolidated Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade.
- 8D.05 The Consolidated Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement.
- 8D.06 The parties hereto agree that either party pursuant to the Collective Agreement establishing the Consolidated Fund, shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding contributions, damages and all related costs.
- 8D.07 No grievance instituted by either party 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 of timelines.
- 8D.08 In the event any one of the funds in Article 8D.04 (a) are wound up the following subdivision shall apply:
1. Cape Breton Island Building Trades Council portion of the Consolidated Fund shall be reduced by twenty-five cents (\$0.25) per hour paid and shall be added to the wage package.
 2. Council Wide Stabilization Fund portion of the Consolidated Fund shall be reduced by fifty cents (\$0.50) per hour paid, of which twenty-five cents (\$0.25) shall be added to the wage package.
 3. Nova Scotia Construction Sector Council portion of the Consolidated Fund shall be reduced by three cents (\$0.03) per hour paid and shall be added to the wage package.

8D.09 Council Wide Stabilization Fund

The employer shall remit fifty cents (\$0.50) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This amount is made up of equal contributions from the employer and the employee, and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

Information on applying for subsidy through the Stabilization Fund can be found in Schedule “D” of this agreement.

8D.10 Nova Scotia Construction Sector Council

The employer shall remit three cents (\$0.03) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This three cents (\$0.03) is a contribution from the employee and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

ARTICLE 8E – INDUSTRY IMPROVEMENT FUND

8E.01 All employers must contribute each month to the Industry Improvement Fund a total sum equal sixteen cents (\$0.16) 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 and forwarded to the Administrator at the following address on or before the fifteenth (15th) day of the following month:

260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

Separate cheques are to be issued for each trade classification that is being reported.

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

ARTICLE 8F - DELINQUENT PAYMENTS

8F.01 Timely payment of wages and contributions to all trust funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

- (i) The Union shall advise the employer in writing of any delinquency.
- (ii) If within seven (7) days of receipt of notification exclusive of Saturday, Sunday and Holidays, the employer has failed to pay delinquent contributions or the employer or his Construction Labour Relations Association has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

This is not to be construed that the above charges relieve the employer of any further liabilities which may occur because of his failure to report any pay contributions/deductions as provided.

- (iii) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon seventy-two (72) hours notice to the employer, withdraw its' members from the delinquent employer without contravening the terms of this Agreement.
- (iv) Delinquent companies will be liable for all legal costs incurred in the recovery of contributions.

ARTICLE 8G - VACATION ALLOWANCE

8G.01 A vacation allowance of nine percent (9%) of gross earnings shall be paid to each workman. Payment of such vacation allowance shall be made weekly or in accordance with the Trade Appendix.

8G.02 The employer and employee shall mutually agree upon the time the employee shall take his vacation.

ARTICLE 9A - FOREMAN

9A.01 When a foreman is appointed by the employer to supervise a crew of ten (10) or more employees, he or she will be paid a minimum premium of seven percent (7%) of base rate and holiday and vacation allowance.

ARTICLE 9B – GENERAL FOREMAN

9B.01 When a general foreman is appointed by the employer and/or as required by the collective agreement, he or she will be paid a minimum premium of fifteen percent (15%) of base rate and holiday and vacation allowance.

ARTICLE 10A - NORMAL HOURS OF WORK

10A.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.

10A.02 The employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. The employer can change from one (1) such schedule to the other, subject to the limitation that it will give the Union at least seven (7) calendar days' notice of such change.

When the four (4) ten (10) hour work week is in effect, the standard workday shall be an established ten (10) hour period. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down due to inclement weather, then Friday may, at the option of the employer, be worked as a make-up day at straight time rate; straight time not to exceed the ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer; and the Union will be advised of the starting time. When a ten (10) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m., Monday to Thursday inclusive.

When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. When an eight (8) hour normal work day is being worked, the hours of work shall be inclusive. When an eight (8) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive.

An owner or a general contractor may declare a site to be subject to a five (5) by eight (8) hour work week or a four (4) by ten (10) hour work week.

In the event that such a declaration is made, all subtrades working on the site will comply.

The 4 x 10 hour day work week shall apply only when the week is scheduled for a minimum of 40 hours (4 days @ 10 hour/day) except where the week has a holiday.

10A.03 Lunch Period:

Lunch break shall be one-half (½) hour as scheduled and taken within one (1) hour of the mid-point of the normal hours of work. The lunch period will be measured from ceasing labour to commencement of labour and will be taken at a time mutually agreed by the Parties hereto.

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

10A.04 Rest Period:

During each normal work day, Saturdays, Sundays, and shift work, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed. When working a four (4) day, ten (10) hour schedule, the rest period will be fifteen (15) minutes each.

- one (1) rest period at the mid-way point of the first half of the normal hours of work;
- one (1) rest period at the mid-point of the second half of the normal hours of work.

Rest period will be measured from ceasing work to commencement of labour and will be taken at a time determined by the employer.

10A.05 The Union may agree that employees on a site who have missed time during the normal scheduled hours of work, Monday through Friday, may work extra hours including Saturdays at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 10B - SHIFT WORK

- 10B.01A In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least three (3) consecutive work days, excluding Saturday, Sunday and designated holidays (the above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours). If three (3) consecutive work days are not worked, then the Article on overtime will apply.
- 10B.01B When the Contractor schedules a work week of four (4) ten (10) hour shifts on days, and an evening shift is scheduled, it must also be four (4) ten (10) hour shifts between Monday and Thursday.
- When a Contractor schedules a work week of five (5) eight (8) hour shifts on days and an evening shift is scheduled, it must also be five (5) eight (8) hour shifts between Monday and Friday.
- The Contractor has the flexibility to start the Friday evening shift at an earlier time than the four (4) previous evening shifts in the same week.
- 10B.02 Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).
- 10B.03 Where employees are receiving a shift differential and who work overtime hours on such shift, they shall continue to receive the shift differential for all such overtime hours but such differential shall not be included in the calculation of overtime.
- 10B.04 The employer shall allow a rest period of ten (10) minutes, once at the mid-way point of the first half of the regular scheduled shift and once at the mid-way point of the second half of the regular scheduled shifts.

ARTICLE 10C - OVERTIME

- 10C.01 All time worked in excess of the normal working hours Monday through Friday, shall be paid for at double (2x) the base rate set forth in the Craft Schedule of the workman's Union.
- 10C.02 All work performed on Saturday, Sunday or on a holiday which is not a paid holiday, shall be paid for at double (2x) the regular straight time rate of pay.
- 10C.03 All work performed on a designated holiday shall be paid for at double (2x) the regular straight time hourly rate of pay for the time worked plus pay for the holiday if qualified.
- 10C.04 When required to work over two (2) hours overtime beyond the regular eight (8) hours, adequate meals will be supplied by the Company concerned. Meals will be supplied after each further four (4) hours overtime period. Such overtime meals shall be eaten on Company time and are not to exceed one-half (½) hour duration per meal period. Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate for the one-half (½) hour lunch time and shall be given reasonable time to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.
- 10C.05 Where meals cannot be provided, then employees who are required to work more than two (2) hours overtime shall receive a meal allowance as follows: twenty-five dollars (\$25.00), and a regular rest period. The meal allowance shall also apply to employees provided with camp accommodations (room and board).

ARTICLE 10D - REPORTING TIME

- 10D.01 Any employee, after being hired and reporting for work at the regular reporting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wages. Any employee who reports for work and for whom work is provided shall receive pay for the actual time worked, but not less than two (2) hours at the regular rate of wages, unless he has been notified before leaving his home not to report. Reporting time shall be at straight time rate, Monday to Friday, inclusive.
- 10D.02 Any employee requested to work on a Saturday, Sunday or holiday who reports at the scheduled starting time and for whom no work is provided shall receive pay for two (2) hours at the regular straight time rate of pay. In order to qualify, he shall remain on the job and be available for work for one (1) hour. If he commences work or is requested to stay beyond one (1) hour, he shall receive four (4) hours pay at double (2x) the straight time rate of pay. If more than four (4) hours are worked on that day he shall receive not less than eight (8) hours at double (2x) the regular straight time rate of pay.
- 10D.03 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.
- 10D.04 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.
- 10D.05 When reporting for work and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time provided he remains on the job for the two (2) hours or is released by the employer.
- 10D.06 The employer shall determine when weather conditions on the job are such that men shall or shall not work.

ARTICLE 10E - CALL BACK TIME

- 10E.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable overtime rate but not less than two (2) hours.
- 10E.02 When employees are called out to work by Management on normal working days (Monday through Friday), Saturdays, Sundays, paid holidays and designated holidays and commence work regardless when called, Article 10D shall apply.
- 10E.03 Travel time and subsistence will apply if applicable.
- 10E.04 When employees qualify for reporting time (two (2) hours) in accordance with Article 10D, and are released by the employer and recalled by Management the same work day (7:00 a.m./5:00 p.m.) shall receive an additional six (6) hours (regardless of the number of hours worked that day) for a total of eight (8) hours at the basic rate of pay PLUS travel and subsistence allowance. The above shall also apply to shift work.

ARTICLE 10F - TERMINATION OF EMPLOYMENT

- 10F.01 Except in the cases of discharge for cause, the employer shall give the employee four (4) hours notice of lay-off or termination with pay. After the employee receives his notice he shall immediately proceed to return all Company-owned tools and equipment to the warehouse and obtain the necessary clearances, his final pay cheque and all monies owed and other association documentation.
- 10F.02 Notice of layoff shall be given to the employee at 12:00 noon and 4:30 p.m. Upon receiving notice, the employee shall be given four (4) additional hours pay at the straight time rate as a severance pay (ie. eight (8) hours pay for the morning and twelve (12) hours pay for the day).
- 10F.03 Employees who are laid off or discharged from the service of the employer shall receive their wages, all monies owed and Record of Employment or a copy of ROE Web e-Filing on termination if the payroll is made up on the project (jobsite), otherwise the employer shall mail the Record of Employment or a copy of ROE Web e-Filing and wages and all other monies owed within three (3) days, exclusive of Saturday, Sunday and designated holidays.
- 10F.04 Should the employer fail to comply with the provision, the employee shall receive eight (8) hours pay at his regular rate for each two (2) working days he is kept waiting.
- 10F.05 An employee may be dismissed for just cause on authority of the employer or his authorized representatives on the job. The Union and the employee shall be advised promptly by the employer of cause for such dismissal in writing.

ARTICLE 10G - HOLIDAYS

(a) *Paid Holidays:*

10G.01 The paid holidays shall be as defined in the attached trade appendices.

10G.02 In order to qualify for payment of paid holidays, the workmen shall have been on the payroll for the week of such paid holiday and have worked the last available work day before and the first available work day following such paid holiday.

10G.03 If an employee is terminated within the previous seven (7) calendar days prior to the contract holiday, he shall be paid for the contract holiday providing he has been employed by the employer for a minimum of ten (10) working days.

10G.04 Paid holidays shall be payable at:

a) eight (8) hours on five (5) eight (8) hour days; and

b) ten (10) hours on four (4) ten (10) hour days.

10G.05 The employer agrees that any employee producing a Doctor's certificate for sickness for the scheduled working day before and the scheduled working day after the holiday will receive the regular rate of pay for all designated holidays which have been agreed upon as paid holidays.

(b) *Designated Holidays:*

10G.06 All hours worked on Saturday, Sundays and on the following designated holidays shall be paid at double (2x) the normal hourly rate of pay.

10G.07 New Year's Day, Good Friday, Heritage Day, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and Canada Day. If the Federal or Provincial Government declares a new Statutory Holiday, it shall be observed as an unpaid holiday.

10G.08 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

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

10G.09 When the Employer has scheduled a four (4) day ten (10) hour work week and the Holiday falls on Friday, then the Holiday shall be observed on Thursday, as follows:

WHEN EMPLOYEE WORKS FIVE (5) EIGHT (8) HOUR SHIFTS:	
Paid holiday falls on Thursday	<ul style="list-style-type: none"> • Thursday is a paid day off at eight (8) hours. • Additionally, if worked, employee paid at double time.
Paid holiday falls on Friday	<ul style="list-style-type: none"> • Friday is a paid day off at eight (8) hours. • Additionally, if worked, employee paid at double time.
Unpaid holiday falls on Thursday	<ul style="list-style-type: none"> • Thursday is an unpaid day off (32 hours that week). • Or a day worked at double time.
Unpaid holidays falls on Friday	<ul style="list-style-type: none"> • Friday is an unpaid day off (32 hours that week). • Or a day worked at double time.
WHEN EMPLOYEE WORKS FOUR (4) TEN (10) HOUR SHIFTS:	
Paid holiday falls on Thursday	<ul style="list-style-type: none"> • Thursday is a paid day off at <u>ten (10)</u> hours. • Additionally, if worked, employee paid at double time.
Paid holiday falls on Friday	<ul style="list-style-type: none"> • Thursday is a paid day off at <u>ten (10)</u> hours. • Additionally, if worked, employee paid at double time.
Unpaid holiday falls on Thursday	<ul style="list-style-type: none"> • Thursday is an unpaid day off (30 hours that week). • Or a day worked at double time.
Unpaid holidays falls on Friday	<ul style="list-style-type: none"> • Thursday is an unpaid day off (30 hours that week). • Or a day worked at double time.

ARTICLE 11A - SUBSISTENCE

11A.01 There shall be a free zone of forty (40) road kilometres for employees around the job site. Travel and subsistence will not apply when travelling and working within this free zone.

11A.02 Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a job site free zone as set out in Article 11A.01 up to a maximum of sixty-four (64) kilometres from the free zone.

Transportation mileage allowance rates will be paid two (2) ways as follows:

Fifty-five cents (\$0.55) per kilometre

This figure shall be adjusted as per CRA figures for the life of this agreement. Mileage measurements shall be based on the shortest normally travelled route.

11A.03 In lieu of mileage allowance set out in Article 11A.02, an employee who has a permanent place of residence more than sixty-four (64) kilometres beyond the free zone shall receive the sum of the following, as subsistence allowance,

5 x 8	\$105.00
4 x 10	\$131.25

Or, if a camp is provided, be given the opportunity to take up residence in camp at no cost to the employee for room and board. All employees who take up residence in camp agree to strictly abide by camp regulations which are now or may hereafter be posted.

11A.04 Subsistence allowance or room and board in the camp, whichever is applicable, will not be deducted from an employee's pay due to waiting time, inclement weather or a designated holiday. When an employee fails to report for work when work is available on the working day immediately preceding or following such bad weather days or designated holidays he shall forfeit subsistence allowance or room and board in the camp, whichever is applicable, for absenteeism on any working days. Forfeiture of subsistence allowance or room and board in the camp, whichever is applicable, may be waived in either case if the reason for such absenteeism is acceptable to the employer.

11A.05 An employee requesting permission from Management to leave the site for personal reasons prior to the usual quitting time, such permission should not be unreasonably withheld and applicable subsistence or daily travel shall apply for that day.

11A.06 It is the intent of the Parties that all benefits payable under this Article should be taxed in compliance with the relevant income tax legislation. The employer shall make the appropriate income tax forms (currently TD4 Forms) available on site.

ARTICLE 11B - TRAVELLING TIME AND TRANSPORTATION

11B.01 When an employee is instructed by the employer to report to a job location which necessitates transportation and travelling time he shall receive economy airline and/or other public transportation fare or the equivalent, plus meals when necessary. In each instance the employee will be compensated at his single hourly rate not exceeding eight (8) hours for such travelling time in any twenty-four (24) hour period.

11B.02 For permanent residents of Cape Breton Island, any employee whose permanent residence is more than ninety-seven (97) kilometres from the job site will receive two (2) hours at the straight time rate of pay plus bus rate, as outlined below in Paragraphs (1), (2), (3) and (4).

1. Any employee, after having been instructed by the employer to report for work, shall qualify for travelling time and travel expenses one (1) way, from the point of origin to the job, on the completion of thirty (30) calendar days employment.
2. An employee after having been instructed by the employer to report to work shall be entitled to return travel expenses and travel time to the point of origin on the completion of ninety (90) calendar days employment.
3. An employee shall be entitled to travelling time and expenses from the point of origin to the job site and/or the 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.
4. If his employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and travelling time to and/or from the job he shall not be entitled to receive the cost of such travel expenses and travelling time.

ARTICLE 11C - HEIGHT PAY

11C.01 Height pay shall be dealt with in accordance with the Trade Appendices. In all instances height shall be defined as "free fall to point of impact."

ARTICLE 12 - GRIEVANCE & ARBITRATION

- 12.01 Unless the parties otherwise agree, the provisions of Section 107 of the Trade Union Act shall apply.

ARTICLE 13 - JURISDICTIONAL DISPUTES

- 13.01 A mark-up will be held with each Contractor not later than the commencement of the Contractor's work on all Industrial plants or 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., or its successor. 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 24 hours) has taken place, at which the Contractor shall present the work assignment on paper to all Parties. The employer shall make available detailed drawings of the work in dispute, subject to any written restrictions the Owner may have.
- 13.02 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 or its successor for resolution, which shall be binding on the Parties. It is understood and agreed, however, that if the dispute causes any delay in the progress of 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 51 of the Trade Union Act, Chapter 475, R.S.N.S., 1989 amended.
- 13.03 In the event of other employers securing contracts normally performed by the Cape Breton Island Building Trades Council member Unions and/or the employer or Union that are not signatory to this Agreement, it shall be the responsibility of the project owner or their consultant/management, etc. to ensure that written instructions to comply with this Article forms part of their contract in order to avoid jurisdictional controversies with other crafts signatory to this Agreement.

The CLRA or the Council shall be entitled to call a joint meeting to clarify the above.

- 13.04 Nothing contained in any Appendix to this Agreement shall be deemed a statement of, or claim of, trade union or craft jurisdiction in the construction industry; nor will anything contained in a trade Appendix be relied upon by any Union to establish, or support the claim of, jurisdiction over any particular work function in the construction industry.

ARTICLE 14 - SUB-CONTRACTS

- 14.01 The employer agrees that it will not sub-contract work to any Contractor who is not under the Collective Agreement with the appropriate signatory Building Trades Council Union(s) excluding speciality contracts not normally performed by the above Trades Council Union(s).
- 14.02 The above Article shall be for the duration of this Agreement only and shall be terminated by either party if so desired at the next negotiations.

ARTICLE 15 - DISCIPLINE

- 15.01 The procedure in disciplining an employee, regardless of the amount of time on the project, shall be:
- (a) Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreman and Job Steward. (Steward to sign only as a witness that the warning was given.) Copy of the warning notice mailed to the Union Office.
 - (b) Second warning calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
 - (c) The above not applicable to the following: intoxication, insubordination, theft, altercation on site, illegal work stoppages.

Alcoholism and Drug Addiction:

- 15.02 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the CLRA and its members and the Cape Breton Trades Council and signatory Unions agree to co-operate at the site level in encouraging employees afflicted with alcoholism or drug addiction to undergo a co-ordinated program directed to the objective of their rehabilitation.
- 15.03 Once an employee is dismissed for just cause, an employer may choose to not re-hire that employee for a period of up to six months. A general contractor may specify that an employee dismissed for just cause will not be eligible for work on a site controlled by that general contractor for a period of up to six months.
- 15.04 No cell phones/Blackberries/smartphones/etc. will be permitted by employees onsite, except as explicitly authorized by the employer. Violations of this article shall be subject to the following disciplinary scheme:
- First offence: one hundred dollars (\$100.00) to be deducted from the next paycheque and paid into the Council Wide Stabilization Fund;
 - Subsequent offence: seven (7) day suspension or dismissal as determined by the employer.

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

ARTICLE 16 - BONDING

16.01 The Parties agree that, where the trustees of a Pension and/or Welfare and/or Training Fund have determined that there is a pattern of defaulting on contributions to such fund or funds on the part of employers who have not been party to a Collective Agreement with the Union or Unions for a period of one (1) year, then, upon the recommendation of the trustees, the Union or Unions may decline to supply employees to any employer who has not been a party to a Collective Agreement with the Local Union or Unions until the employer provides a security for a period of one (1) year in the amount of fifty thousand dollars (\$50,000.00).

This security may be used by the trustees, in the event of a default of payment by the said employer of Pension and/or Welfare and/or Training Funds as set out in this Collective Agreement, and applied to mitigate said default. The fifty thousand dollar (\$50,000.00) security shall be returned by the Union to the employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the employer along with accumulated interest, where the employer has not defaulted in any payments required for the Funds referred to herein, within the one (1) year period.

For the purpose of this Article the fifty thousand dollar (\$50,000.00) security shall be in the form of a negotiable security and negotiable at par and be deposited with the Administrator, Benefit Plan Administrators Limited.

ARTICLE 17 - OLDER WORKERS

17.01 The Parties agree that, in the event a scheme is set up with the participation of the Federal Government, the Provincial Government and the Construction Industry to assist the retirement of older workers from the industry then, as and when such a scheme is established, the employer shall contribute five cents (\$0.05) per hour for each hour paid in Commercial, and fifteen cents (\$0.15) per hour for each hour paid in Industrial. It is agreed that this contribution shall, minimally, be matched by an equal hourly contribution from the Unions.

This contribution shall become effective only upon thirty (30) days written notice to the Parties of the establishment of the scheme and shall apply on all jobs tendered after the establishment of the scheme.

All monies contributed under this Article will be used exclusively for the purposes of the above noted scheme.

ARTICLE 18 - TOOLS

- 18.01 If requested by the employer prior to commencement of employment, each employee who is required to supply tools of his trade as a condition of his employment shall have prepared a certified listing of all the tools supplied by him as duly evidenced by the employer. The employee shall report any additions and/or deletions to such listing as tools are brought on or removed from the site.
- 18.02 In the event any or all of the employee's said tools are destroyed or stolen at the site through no fault or negligence of the employee (but due to circumstances within the control of the employer), the employer shall reimburse the employee for the value of such tools providing that the employee reported his loss to the employer immediately upon being made aware of such loss and upon the submission of reasonable substantiating proof of loss and, where applicable, upon the recommendation of an insurance claims adjuster.
- 18.03 Tools and/or equipment issued to the employee must be returned to the employer on termination.

ARTICLE 19 - WELDING TEST

- 19.01 Whenever a welding test is required by the employer it is agreed that the employee, while taking such test shall be in the employ of the particular employer who requires the test.
- 19.02 Welding gloves and safety glasses shall be supplied by the employer.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall become effective on August 24, 2018 and shall remain or continue in effect until the 30th day of June, 2020. Should either party desire to change, amend, or terminate this Agreement after that date, the party concerned agrees to give the other party not less than sixty (60) days notice in writing prior to the termination date of this Agreement. In the event no such notice is given in time by either party, this Agreement shall remain in effect from year to year.

ARTICLE 21 - SIGNATORIES

21.01 This Collective Agreement shall become effective as of August 24, 2018.

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

SIGNATORIES FOR AND ON BEHALF OF THE EMPLOYERS:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

ROBERT SHEPHERD

CALUM MACLEOD

SIGNATORIES FOR AND ON BEHALF OF THE UNIONS:

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS,
LOCAL UNION 1**

JAMES MOORE

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS &
ASBESTOS WORKERS, LOCAL UNION 116**

KYLE MCNEIL

MATTHEW BENSON

INTERNATIONAL ASSOCIATION OF BRIDGE' STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, LOCAL UNION 752

GEORGE MACDOUGALL

NEIL HORNE

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION 1115

DOUGLAS SERROUL

ANTHONY PARSONS

MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178

JEFF RICHARDSON

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721

JOEY MACLELLAN

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, LOCAL UNION 1945

JONATHAN GAUL

KEITH FOUGERE

UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING STEAMFITTING & PIPEFITTING INDUSTRY OF THE UNITED STATES & CANADA LOCAL UNION 682

MELVIN GILLIS

ALLAN SHEPPARD

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 56

JAMEAL JACK WALL

GERALD PHILLIPPO

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL UNION 927**

**THE CAPE BRETON ISLAND BUILDING AND CONSTRUCTION TRADES
COUNCIL:**

JAMEAL JACK WALL

DOUGLAS SERROUL

**SCHEDULE “A” – RESOLVING DISPUTES BETWEEN UNIONS & EMPLOYERS -
TRIBUNALS**

1. To enhance communication between Unions and employers with an emphasis on resolving disputes between both Parties.
2. Tribunal to consist of six (6) members, three (3) from Labour and three (3) from Management.

In the event of a dispute in the Mechanical Sector, the make-up of the Joint Tribunal would be as follows:

LABOUR	MANAGEMENT
2 - Mechanical Business Managers	2 - Mechanical Contractors
1 – Civil Business Manager	1 – Civil Contractor

In the event of a dispute in the Civil Sector, the make-up of the Joint Tribunal would be as follows:

LABOUR	MANAGEMENT
2 – Civil Business Managers	2 – Civil Contractors
1 – Mechanical Business Manager	1 – Mechanical Contractor

Members of the Joint Tribunal to be mutually agreeable to both Parties.

Nothing in this Addendum precludes either Party from exercising either rights as spelled out in the Nova Scotia Trade Union Act.

Parties to the dispute, may not serve on the Tribunal hearing their dispute.

SCHEDULE “B” – WIND MILLS AND WIND MILL FARMS

Within sixty (60) days of signing, a committee will be formed to discuss the scope of work for wind mill sand wind mill farms.

SCHEDULE “C” – STABILIZATION FUND PROCEDURES

1. The Cape Breton Island Building & Construction Trades Stabilization Fund is a trust established for the purpose of improving unionized market share on Cape Breton Island by subsidizing employers on cost-sensitive projects within the jurisdiction of the Cape Breton Island Building and Construction Trades Council (the Union). The trust shall be comprised of five (5) Union trustees from the Cape Breton Island Building and Construction Trades Council Executive Committee and five (5) Employer trustees appointed by the Nova Scotia Construction Labour Relations Association (the CLRA).
2. Applications for subsidy under the Fund must be made by an Employer by submitting the attached **Application Form for Subsidy of Cape Breton Island Building & Construction Trades Stabilization Fund** no later than seventy-two (72) hours excluding weekends and holidays prior to tender closing for any job on which the application is concerned.
3. The Trustees will only meet to consider applications for subsidy within the seventy-two (72) hour period excluding weekends and holidays prior to tender closing.
4. An application must identify and describe the project and set out in detail the labour costs for all trades for the job in question, and the minimum number of hours which are projected, in such form as the Trustees may determine from time to time.
5. The Employer must guarantee that there will be no further applications for subsidies on the job applied for.
6. If an Employer’s application has been approved, the Trustees will inform the Employer that their subsidy has been approved pending confirmation that the Employer has been awarded the contract. The Trustees will send the Employer a Stabilization Granting Form, which the Employer must sign and return to the Trustees within five (5) business days of award.
7. The Trustees require the Employer to report being awarded a contract which is being subsidized within five (5) business days of being awarded the contract, or the subsidy will be rescinded.
8. The Employer must submit, on a monthly basis, time sheets and an accounting for all hours paid for each trade and the time sheets and accounting must be co-signed by the employee and foreman and the Shop Steward or Union designate. Hours for subcontractor trades must be submitted via a Reporting Card, a sample of which will be included with the letter informing the contractor that their application has been tentatively approved.

9. Any subsidized employer who has violated any provision of the Stabilization Fund, its rules and procedures, any applicable Collective Agreement or any condition of the Granting Form may be required to repay the entire Stabilization Fund Grant forthwith, with interest at the rate of twenty percent (20%) per annum, as may be decided by the Trustees in their absolute discretion.
10. Any subsidized employer who has violated any provision of the Stabilization Fund, its rules and procedures, any applicable Collective Agreement or any condition of the Granting Form may be denied the opportunity to apply for subsidies in the future for such a period of time as may be decided by the Trustees in their absolute discretion.
11. The Employer agrees to submit to an independent audit of its payroll records for any job in which a subsidy has been made, and such audit shall be in the sole discretion of the Trustees of the Fund. In the event that any irregularities shall be determined by the auditors, the cost of the audit shall be paid by the Employer and in all other events, the cost of the audit shall be borne by the Fund. In the further event of any irregularities determined by the auditor, the subsidy can be ceased immediately and all monies paid under the subsidy shall become returnable forthwith.
12. The subsidy will be paid for all approved hours paid to tradespersons for all approved jobs within the jurisdiction of the Cape Breton Island Building and Construction Trades Council.
13. Following the substantial completion of a stabilized project, all stabilization documentation must be submitted to the Trustees by the Employer within sixty (60) days for final payment or the granted subsidy or a portion thereof may be rescinded by the trustees in their absolute discretion.
14. The subsidy will be paid to the Employer within fifteen (15) days of approval by the Trustees of invoices outlining the particulars required in accordance with the above.

APPLICATION FORM FOR SUBSIDY OF CAPE BRETON ISLAND BUILDING AND CONSTRUCTION TRADES STABILIZATION FUND

DATE: _____

TO: Cape Breton Island Building and Construction Trades Stabilization Fund FAX: 902-539-4462

COMPANY NAME: _____

PHONE: _____ FAX: _____

JOB NAME: _____

JOB LOCATION: _____

JOB OWNER: _____

JOB DESCRIPTION: _____

PROJECTED HOURS PER TRADE:

Bricklayer: _____ Labourer: _____ Plumber/Pipefitter: _____

Insulator: _____ Millwright: _____ Roofer: _____

Ironworker: _____ Op. Engineer: _____ Sheet Metal: _____

Painter: _____

TENDER CLOSING DATE: _____

TOTAL NUMBER OF HOURS PROJECTED TO BE WORKED BY ALL TRADES: _____

Table with 2 columns: UNIONIZED, NON-UNIONIZED under the heading KNOWN BIDDERS.

I/We, as the Contractor bidding, hereby request by this application a Grant in the amount of _____

to cover _____ hours at _____ subsidy for members of the Cape Breton Island

Building and Construction Trades Council and Affiliate Unions working on the above job.

I ACKNOWLEDGE ON BEHALF OF THE APPLICANT THAT I HAVE READ AND UNDERSTOOD FULLY AND HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THE STABILIZATION FUND, ITS RULES AND PROCEDURES, ANY APPLICABLE COLLECTIVE AGREEMENT AND ALL CONDITIONS OF THE GRANTING FORM.

COMPANY

CONTRACTOR OR REPRESENTATIVE

APPLICATION MUST BE SUBMITTED NO LATER THAN SEVENTY-TWO (72) HOURS EXCLUDING WEEKENDS AND HOLIDAYS PRIOR TO TENDER CLOSING. FAILURE TO FULLY COMPLETE THIS FORM MAY RESULT IN THE APPLICATION BEING REJECTED.