

**LABOURERS COLLECTIVE AGREEMENT  
MAINLAND NOVA SCOTIA  
2015 - 2018**

**BETWEEN:  
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter referred to as the "CLRA" on behalf of its members  
and all Employers bound by this Collective Agreement)

260 Brownlow Avenue, Unit No. 1  
Dartmouth, NS B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705

- AND -

**THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL UNION 615**

(hereinafter referred to as the "Union")

24 Lakeside Park Drive, Unit 102  
Lakeside, Nova Scotia B3T 1L1  
Phone:(902) 450-5626  
Fax: (902) 450-1091

***THIS AGREEMENT*** dated this 26th day of October, 2015

**EFFECTIVE DATE:** September 9, 2015

**EXPIRATION DATE:** April 30, 2018

Correction #1 – September 9, 2015

Correction #2 – September 9, 2015

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## ARTICLE 1 - PURPOSE

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- 1.01 The purpose of this Agreement is to establish terms and conditions of employment covered by the Accreditation Order L.R.B. 392C dated January 29, 1976 covering Mainland Nova Scotia.
- 1.02 Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that every term and condition contained within this Collective Agreement may be amended upon the agreement of the Parties.

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## ARTICLE 2 - RECOGNITION

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- 2.01 The Union recognizes the CLRA as the sole collective bargaining agent for all unionized Employers in the construction industry as covered by Accreditation Order L.R.B. No. 392C dated January 29, 1976 covering Mainland Nova Scotia.
- 2.02 The CLRA and the Employer recognize the Union, Local 615, as the exclusive bargaining representative with respect to this trade for all its members or future members and all other Employers bound by this Agreement as covered by Accreditation Order L.R.B. No. 392C dated January 29, 1976, covering Mainland Nova Scotia.
- 2.02A The Employer recognizes the craft jurisdiction of the Union and agrees to assign all work of the Labourers' trade to the Labourers' Union Local 615.
- 2.03 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; time checkers; guards and watchmen; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; or classifications above the rank of foreman as provided for in Craft Appendix; 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.

- 2.04 The Union agrees that priority in supply of qualified work persons will be given to Employers who are bound by and to the terms and conditions as set out in this Agreement.
- 2.05 In order to bind non-CLRA Employers to the provisions of this Agreement, the Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act.

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**ARTICLE 3 - NO STRIKE - NO LOCKOUT**

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- 3.01 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 work of the Employer or any of them for the duration of this Agreement.
- 3.02 The Employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

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**ARTICLE 4 - DISCRIMINATION**

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- 4.01 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail herein.
- 4.02 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.
- 4.03 The Employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

## ARTICLE 5 - UNION SECURITY

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5.01 When employees are required, the Employer shall request the Union to furnish competent and qualified Union Members, and the Union shall supply, when available, competent and qualified Union Members as requested. For the purpose of this Agreement, the membership of Local 615 will be defined in terms of three (3) exclusive designations: Journeyman, 1st Level Apprentice and 2nd Level Apprentice. These designations will apply to all work conducted by Local 615 members within the work areas encompassed by this Agreement.

The Employer shall be permitted to hire such workers as governed by the following guidelines and provisions of Local 615 for Journeymen and Apprentices for Contractors signatory to this Agreement and for any specific construction site on the condition that Apprentices are available:

**Hiring/Dispatch Formula:**

- 1<sup>st</sup> Journeyman:** Employer name hire
- 2<sup>nd</sup> Journeyman:** Employer name hire
- 3<sup>rd</sup> Apprentice:** Union supplied
- 4<sup>th</sup> Journeyman:** Employer name hire
- 5<sup>th</sup> Journeyman:** Union supplied
- 6<sup>th</sup> Apprentice:** Employer name hire

50/50 to follow

After the 6<sup>th</sup> worker has been dispatched, the above hiring/dispatch formula shall repeat. The parties agree that one (1) Employer name hire at the Employer's discretion may come from outside the local geographic area and it is further agreed that all other workers shall be dispatched from the local geographic area as defined in Article 5.07 except when no such workers are available in the local geographic area or when the Employer in its discretion utilizes provisions of Article 5.16.

When the Employer institutes a lay-off, the ratio of Journeymen to Apprentices shall be maintained.

5.02 The following guidelines will govern the classification designation for members newly joining or transferring into Local 615 following the effective date of this Agreement:

- 1) **Journeyman:** Documented evidence of performance within the construction sector for which total accumulative hours is 3,000 hours or greater.
- 2) **2<sup>nd</sup> Level Apprentice:** Documented evidence of performance within the construction sector is less than 3,000 hours.
- 3) **1<sup>st</sup> Level Apprentice:** Documented evidence of performance within the construction sector is less than 2,000 hours.

Wages and benefits for the above classification shall be as outlined in Appendix “A” – “Schedule of Wages”.

**ABOVE HOURS SUBJECT TO ANY REQUIREMENTS ESTABLISHED BY THE APPRENTICESHIP BOARD OF NOVA SCOTIA.**

5.02A It is understood that the sole discretion and responsibility for determining the initial classification merits of new members will fall upon Local 615.

5.02B Once designated a classification Local 615 members will shift classification based upon the documented accumulation of the hours worked within the construction sector referred to in 5.02.

5.02C It is agreed that all Local 615 Apprentice Labourers will provide Local 615 officials with documented evidence of accumulated hours worked in the construction sector. This evidence will be documented within an hour book provided to the member by Local 615. The member will be responsible for having the Employer verify the total of accumulated hours on layoff, termination or upon request.

Furthermore, the member is responsible for providing to Local 615 officials the hour book upon the completion of the hours worked requisite for classification shifting or upon completion of employment with a given Employer, whichever comes first.

5.02D It is agreed that a Local 615 member’s position will not be terminated by an Employer on the basis of said member having accumulated the requisite hours for completion of apprenticeship. Upon attainment of Journeyman status, an Employee shall receive the appropriate rate of pay from the first day worked following the attainment of Journeyman status.

**5.02E PROBATIONARY WORKERS**

Employers may at the discretion of the Union, hire probationary workers. The Employer agrees that as a condition of utilizing this clause they will present to the Union bi-weekly reports on each Probationary Worker in their employ on a form supplied by the Union.

- (a) The category of probationary worker shall apply to new entrants of the trade and also to persons recruited from the non-union sector and whose skill level is yet to be determined.
  - (b) In order to be competitive, the parties agree that a probationary worker under this agreement shall not be paid either the Health & Welfare payments or Pension Fund payments normally established for work under this collective agreement. In addition, no contributions as mandated to a variety of Industry Improvement Funds or Training Funds or Union Funds under this agreement shall be paid on behalf of hours worked for probationary workers.
  - (c) The minimum rate for a probationary worker shall be the applicable hourly rate commensurate with his/her experience as outlined in Article 5.02, or as determined by the Union. In addition, the probationary worker shall be entitled to a minimum of four percent (4%) vacation and holiday pay.
  - (d) The probationary period shall normally last between 2 and 4 weeks, but may be extended up to 8 weeks at the discretion of the Union. If, based on the Employer's reports, the probationary member is suitable for membership, then membership will be offered at that time. If the Union determines that the probationary worker is not suitable for membership, then none shall be offered and employment shall cease at that time.
- 5.03 If after a period of twenty-four (24) hours, excluding Saturday, Sunday and holidays as contained herein, the Union is unable to supply the quantity of competent qualified work persons as requested, the Employer may procure such persons elsewhere. The Employer shall notify the Union in writing the name of the employee prior to employee commencing work with the Employer. The newly hired employee must become a member of the Union (unless probationary) within five (5) business days of commencing work.
- 5.04 The ratio of Journeymen and Apprentices will be governed by the hiring regulations outlined in Article 5.01 and shall not exceed the ratio of two (2) Journeymen to one (1) Apprentice.
- 5.05 It is further agreed that the Employer may exercise the option to hire Journeymen in the place of Apprentices as stipulated in Article 5.01.
- 5.06 When available, up to one third (1/3) of the employees on a Heavy Civil job site may be apprentices.



**LOCAL GEOGRAPHIC AREAS:**

- 5.07 The local Union is divided into nine (9) geographical areas:
- (1) Halifax .....Halifax County and East Hants (East of 354 Highway)
  - (2) Valley .....Kings County, Annapolis County and West Hants (West of 354 Highway)
  - (3) South Shore .....Lunenburg County, Queens County and Shelburne County
  - (4) Pictou.....Pictou County
  - (5) Antigonish .....Antigonish County
  - (6) Guysborough .....Guysborough County
  - (7) Cumberland .....Cumberland County
  - (8) Colchester .....Colchester County
  - (9) Digby/Yarmouth.....Digby County and Yarmouth County
- (A) The Union will give priority in hiring/dispatch to members living in the local area where a project is underway. Once all the Union members in the local geographic areas have been dispatched or are not available for work, Union members shall be dispatched from the Union's Master List as set out in clauses 5.07 (B) and (C) below.
- (B) In addition, when the local geographic area of the job site is depleted of Union members then the Employer, at its option, may use the Employer's name hires and name hire from the Union's Master List. The Union will supply the Labourers' 615 Master List to the Employer at the Employer's request.
- (C) When all available Labourers 615 members are exhausted in both the local geographic area of the job site and from the Union's Master List, the Employer shall have the right to procure such workers elsewhere as provided under Article 5.03.
- 5.08 The Employer may request, through the Union, qualified available work persons in good standing with the Union who had previously been on the payroll for a consecutive six (6) months and who are being called back within sixty (60) working days of termination. An additional thirty (30) working days of recall will be allowed for each six (6) months of previous employment to a maximum of one (1) year of recall. The Employer shall notify the Union in writing of the men being recalled. To be eligible for recall the employee must not have worked in the Commercial and Industrial sector for any other unionized contractor during that period.
- 5.09 Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the Union, before commencing work on the job, of the names of the work persons to be employed on the job. The Employer agrees to advise the sub-contractor of this requirement prior to the commencement of his work.

- 5.10 The Employer agrees that it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
- 5.11 The Employer agrees to have any such sub-contractors acknowledge in writing that they have notice of this Agreement and will abide by the Agreement and Appendices.
- 5.12 The Employer agrees to deduct weekly the amount certified by the Union as Dues.
- 5.12(a) Base monthly dues shall be deducted by the Employer on the first pay period of the month and shall be submitted to the Union no later than the 15<sup>th</sup> day of the following month. If an employee commences work part-way through the month, the employer shall deduct the monthly dues from the employee's first pay period.
- 5.13 Should the employee be newly joining the Union, the Employer agrees, when authorized by the employee on the proper form, to make deductions for the Initiation Fee in the amount certified by the Union having jurisdiction.
- 5.14 The amounts so deducted shall be remitted by the Employer to the proper Union at the address on file before the fifteenth (15th) day of the month following, together with a list, on forms supplied by the Union, of all employees and Social Insurance Numbers on whose behalf such deductions have been made.
- 5.15 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 of assignment furnished under any of such provisions.
- 5.16 It is agreed that the Employer has the right to transfer Employees from job to job within the local geographic zones defined in Article 5.07. Furthermore, when Employees with special skills are not available in the local geographic area, the second Employer name hire may be transferred from outside the local geographic area at the Employer's option. In these cases, the Union and the Employer agree to cooperate in the training of the local geographic area Union member(s) in their required skills and the Union agrees that any expenses associated with this training shall be paid for through the Labourer's Training Fund.
- 5.17 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the appropriate Union will be deemed to have voluntarily separated and his employment will be terminated.

**PROBATIONARY WORKER FORM**

<b>Name:</b>	
<b>SIN:</b>	
<b>Date of Birth:</b>	
<b>Full Address:</b>	
<b>Home Phone:</b>	
<b>Cell Phone:</b>	
<b><u>Email Address:</u></b>	
<p>I, the undersigned, agree that I will work as a Probationary Worker through Labourers Union Local 615 for a period <u>of between two and four weeks which may be extended up to eight weeks.</u> During this probationary period, the hourly rate of pay will <u>be commensurate with the level of experience as outlined in Article 5.02, or as determined by the Union, with a minimum of 4% vacation &amp; holiday pay.</u> It is also agreed that <u>the company shall deduct 2.5% work dues from the gross amount earned weekly as well as \$0.25 Organizing for each hour worked to be remitted to LIUNA Local 615.</u></p> <p><u>At the conclusion of the probationary period, the Probationary worker will either be offered membership with the Union or dismissed.</u></p> <p>Signed at _____ this _____ day of _____, 20____.</p> <p>_____</p> <p>Signature</p>	

**PROBATIONARY WORKER REPORT – BI-WEEKLY**

<b>Company Name:</b>			
<b>Foreman:</b>			
<b>Employee Name:</b>			
<b>Employee Address:</b>			
<b>Level:</b>	1 <sup>st</sup> Level	2 <sup>nd</sup> Level	Journeyman

<b>Performance Level:</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Good</b>	<b>Very Good</b>	<b>Outstanding</b>
Is able to follow instructions					
Is able to pick up skills quickly					
Follows all safety regulations					
Works well with others					

<b>Attendance Level:</b>	<b>Please circle response</b>	
Has the worker been late?	YES	NO
Has the worker missed time?	YES	NO
If worker missed time, did they call in to report reason for missed time?	YES	NO
How often is the worker late or has missed time?	Frequently	Occasionally
Is the worker willing to work overtime?	YES	NO

**Additional Comments:**

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**To be submitted to the Union every 2 weeks from commencement of employment. Failure to fill out and remit report may result in Contractor not being eligible to utilize Probationary worker clause in the future.**

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**ARTICLE 6 - STEWARDS**

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- 6.01 The Business Manager or a Business Agent may appoint a Steward on all job sites for each Employer on each job site. The Business Manager or Business Agent agrees to consult with the Employer or the Employer's Representative prior to the appointment of such Steward on any individual Employer Job Site, however, the final decision lies solely with the Business Manager or Business Agent. It is further agreed that, where practicable, said Steward will be an Employee of the Employer and a resident of the local geographic area (Article 5.07). The Union agrees that it will not displace an existing employed Union Member working on the Employer's job site by the appointment of a Steward on the Employer's job site.
- 6.02 The Steward of a member Union will be an employee of the Employer who is a qualified Labourer and who will perform the work of a Labourer at the Labourer's rate of pay. In addition to his duties as a Labourer 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 Employer's representative on the job 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.
- 6.03 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.
- 6.04 The employment of the Steward and/or alternate shall not be terminated until the Employer has discussed the matter with the Business Representative.
- 6.05 The Job Steward shall not suffer discrimination or punitive measures for representing employees under this Agreement and shall be asked to work all overtime where practicable.
- 6.06 The employment of the Steward shall be maintained by the Employer as long as there remain five (5) Labourers in the employ of the Employer on the job site and subject to the condition that the Steward is qualified to perform the work required on the job site. The Business Manager or Business Agent shall be notified when the Steward is laid-off or transferred to another job site.
- 6.07 If a mutual agreement can be reached on the appointment of a Job Steward by the Union and the Employer, only then shall the following Article 6.08 apply.

- 6.08 When there are less than five (5) Employees on any job site or construction project, the Union and the Employer may mutually agree upon one (1) of these Employees being designated to act as the Job Steward. A Job Steward named under this clause (6.08) shall fill the position of Job Steward provided for under this Article.
- 6.09 Under no circumstances shall the 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.
- 6.10 The Steward shall be offered all overtime where practicable as long as he/she has the appropriate skills and/or training to do the work.

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### ARTICLE 7 - ACCESS TO THE JOB SITE

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- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 The Business Representative must notify the Employer's Representative on the job prior to entering the work area. The Employer is not to be held responsible if access is refused by the owner.
- 7.03 Conduct on the job site will be subject to the general regulations of the Employer. The Business Representative must provide their own personal protective equipment as required on the job site and is responsible for complying with any safety requirements specific to the job site.

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### ARTICLE 8 - MANAGEMENT RIGHTS

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- 8.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient 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.

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**ARTICLE 9 - DISCIPLINE**

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- 9.01 Employees whose behaviour is detrimental to the efficient and safe conduct of the Employer's business shall be subject to disciplinary action.
- 9.02 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. Copy of warning notice mailed to the Union office.
  - (B) Any further offence calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
  - (C) Any offence after suspension, employee may be terminated.
  - (D) Any warnings or suspensions for minor offences shall not be considered in progressive discipline under Article 9.02 after twelve (12) months without any further warnings or suspensions.
  - (E) The above warnings may not be applicable to the offences set out in Article 9.05 which call for dismissal of the Employee.
- 9.03 Employees discharged shall be advised by the Employer of the cause for dismissal.
- 9.04 The Employer will notify the Union in writing of all disciplinary action taken against any employee subject to this Agreement.
- 9.05 Employees may be disciplined by the Employer for, but not limited to, the following listed offences:
- 1) All Employees must provide the Employee's actual residence in a form satisfactory to the Employer. Any abuse or misrepresentation by the Employee in supplying this information may be subject to dismissal and the Employee may not be eligible for rehire. In addition, the Employer may receive address information from the Union.
  - 2) Participation in an illegal strike or slow down may result in the dismissal of the Employee at the Employer's discretion. The Employee shall not be eligible for rehire. The Employee shall not be forced to cross a legal picket line.

- 3) Leaving the work site by an Employee during the working hours without the permission from the Employer shall result in a written warning to the Employee. Repetition of this offence shall result in a suspension of up to one (1) week. The third offence by the Employee may result in the Employee's dismissal. Rehire of the Employee shall be at the Employer's discretion.
- 4) Absence from the work site for one (1) or two (2) days without call in by the Employee or a valid excuse – written warning. Repetition of this offence shall result in up to one (1) week suspension at the Employer's discretion. After three (3) days absent without a call in or a valid excuse, the Employee will be considered to have quit their position.
- 5) Chronic absenteeism or tardiness or idleness - written warning to the Employee. Up to one (1) week suspension of the Employee upon repetition of this offence at the Employer's discretion.
- 6) Upon the determination by an Employer that an Employee is incompetent and/or otherwise not qualified to perform work in a work-like manner in the trade for which the Employee has been hired, and according to the provisions of the Productivity Clause, Article 9A, and upon corroboration from the Labourer's Steward or supervision on site, the Employer shall without prejudice be entitled to terminate the Employee's employment and refer him back to the Union subject to the provisions of Article 9A – Productivity Clause.
- 7) Reporting for duty in an inebriated or impaired condition – the Employee shall be dismissed but is eligible for rehire after evidence of rehabilitation is presented.
- 8) Possession, use of, or trafficking in any intoxicant and/or non-medicinally prescribed narcotics or drugs while at the site - immediate dismissal of the Employee at the Employer's discretion. The Employee is not eligible for rehire until satisfactory evidence of rehabilitation is presented.
- 9) Gross insubordination of supervisory personnel by the Employee – dismissal, not eligible for rehire.
- 10) Violent abuse of any person or willful destruction of property of others - dismissal of Employee, not eligible for rehire.
- 11) Theft of property from the project site or willful misrepresentation of records (i.e. tax documents, hiring forms, time sheets) for the purpose of the Employee's financial gain - immediate dismissal of the Employee, not eligible for rehire.



- 12) Failure or refusal to adhere to basic plant rules and regulations including safety, sanitation, etc., subject to the condition that such rules shall be provided to the Union and the Employee by the Employer, shall result on the first offence in a written warning to the Employee. Repetition of the offence up to one (1) week suspension of the Employee, at the Employer's discretion, and a possible dismissal of the Employee, at the Employer's discretion depending on the severity of the offence.
- 13) Any Employee who quits his/her employment with an Employer shall not be eligible for rehire by another Employer on the project until a period of thirty (30) calendar days has elapsed since the date he/she quit, except where rehire is mutually agreed by the Employer and the Union.

The above offences shall be subject to the provisions of Article 23-Grievance Procedure.

9.06 Use of cell phones/Blackberries/smartphones/etc. will not 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: warn the employee in writing. Warning notice to be signed by the employee's Foreman, copy of warning notice to be sent to the Union office.
- Second offence: one (1) day suspension. Notify Union before suspension takes place.
- 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.

**EMPLOYEE DISCIPLINE NOTICE**

Name:		Payroll #:	
Job #:	Date & Time:	# of Warnings:	

INFRACTION	DETAILS
Insubordination	
Safety Infraction	
Failure to Report Off	
Poor Work	
Absenteeism	
Lateness	
Conduct	
Unfit to Work	
Other (specify)	

Was the Union Steward/Suitable Witness present during the discussion of this incident?

Yes       No

Name of Steward: \_\_\_\_\_

**ACTION TAKEN:**

**EFFECTIVE:**

	Warning	Date:	
	Time Off	Duration:	
	Discharge	Date:	

**SIGNATURES**

I have read and understand this Discipline Notice.

Employee's Signature	Date	Supervisor's Signature	Date
Steward's Signature	Date	Project Manager's Signature	Date

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**ARTICLE 9A - PRODUCTIVITY CLAUSE**

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9A.01 It is agreed that one of the fundamental strengths of the unionized sector in the construction industry is the high level of productivity, competency and qualifications of the unionized tradesmen. In order to maintain and promote this productivity on the construction site, the following provisions shall apply:

- (A) After hiring an employee from the Hall, an Employer, without prejudice, shall be entitled to terminate the employee's employment and refer him back to the Union, if after a reasonable period on site (normally two (2) to five (5) working days), the Employer has determined that the employee's productivity is unsatisfactory. Where an employee is so referred back to the Union, the employee, and the Union and the CLRA shall be given written notification of the reason for the termination of employment.
- (B) If an employee is referred back to the Union for unsatisfactory productivity by three (3) separate Employers, then the Union will ensure that the employee is given the earliest opportunity to participate in appropriate retraining or upgrading.

9A.02 In assessing whether an employee's productivity is satisfactory, the Employer acknowledges that work procedures may vary from company to company and from job site to job site, and that an employee must be given a fair opportunity to adjust to the prevailing work procedures before any final determination can be made.

9A.03 The purpose of this clause is to reinforce the concept of a productive, competent and qualified work force in Labourering within the Construction Industry. This article shall not be interpreted and applied so as to allow piecework in the Construction Industry.

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**ARTICLE 10 - NORMAL HOURS OF WORK**

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10.01 The regular workweek shall consist of forty (40) hours per week. For demolition and excavation work, the regular hours shall be fifty (50) hours per week. For Masonry and Formwork the regular hours shall be forty-five (45) hours per week. This Article does not apply to Projects falling under Article 24.

On Projects falling under Article 24, the regular hours of work are forty (40) hours per week and eight (8) hours per day, Monday through Friday.

10.01(a) When overtime is worked during a week when a designated holiday occurs, the following shall apply:

When a 40 hour workweek is in effect, overtime is payable after 32 hours have been worked.

When a 45 hour workweek is in effect, overtime is payable after 36 hours have been worked.

When a 50 hour workweek is in effect, overtime is payable after 40 hours have been worked.

10.02 On Commercial work, if due to the owners' stipulations work cannot be performed during normal working hours, employees may perform the work required outside the normal working hours according to job requirements and tender specification at the straight time rate of pay, up to the normal hours of work per week under Article 10.01.

This Article does not apply to Designated Holidays. Saturday and Sunday may be included with the consent of the Union.

10.03 Where a sub-contracted job site is shut down by a general contractor due to an issue out of the sub-contractor's control, other than weather or equipment failure, any sub-contractor subject to this Agreement shall not be required to pay wages for hours lost as a result of the site being shut down.

**WEATHER EFFECTED WORK AND EMPLOYER MAJOR EQUIPMENT  
BREAKDOWN FOR PROJECTS UNDER ARTICLE 24**

- 10.04 (A) The purpose of this clause is to provide a means whereby Employers and Employees may be assured a maximum of the hours detailed in Article 10.01 of work being performed in a work week, at the straight time rate of pay. The Employer may, at his option, schedule up to two (2) hours per day, Tuesday through Friday and up to eight (8) hours on Saturday to make up time lost to weather or equipment breakdown. Make-up time will be worked at straight time rates and is voluntary. Any work done over and above the allowed make-up time and any hours in excess of hours for the week as detailed in Article 10.01 will be paid at the applicable overtime rates
- 10.04 (B) When practicable overtime, make-up time and Saturday work shall be distributed equally among all employees on the job site.
- 10.04 (C) All overtime hours worked on Saturday in excess of the forty (40) weekly hours, and all hours on Sundays and Holidays shall be paid for at double time (2 x) the straight time rate of pay.
- 10.05 **Rest Period:**  
During each normal work day, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed.
- one (1) rest period at the mid-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 work and will be taken at a time determined by the Employer.
- Regular lunch period shall be one-half (½) hour in duration mid-way through the shift and shall not be paid.
- 10.06 Should expediency require, the normal starting and quitting times, rest periods and/or lunch period may be changed by mutual agreement between the Employer and the employees on a project basis and a written copy of the change in normal starting and quitting times rest periods and/or lunch period will be sent by the Employer to the Union's office, if such normal and quitting time extends beyond three (3) days duration.

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**ARTICLE 11 - SHIFT WORK**

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- 11.01 In the event that shift work is instituted, such shift work shall be scheduled between Monday morning and Saturday morning. The above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours.
- 11.02 When it is necessary to work two (2) or more shifts of work within twenty-four (24) hours, work performed between the hours of 5:00 p.m. and 7:00 a.m. shall be paid for at the rate of straight time plus fifteen percent (15%). The fifteen percent (15%) premium will only be paid on hours worked, i.e. no pyramiding.
- 11.03 Employees working shifts are entitled to a lunch period, in accordance with Article 10, or dependent on the nature of the hours being worked, and rest periods in accordance with Article 10.
- 11.04 Notwithstanding the clauses of Articles 11.01 and 11.02 above it is agreed that work may be scheduled between the hours of 6:00 a.m. and 9:00 p.m., so as to maximize the daylight hours. To utilize these hours the intention will be to split with both shifts eight (8) to ten (10) hours (dependent on type of work) plus applicable make-up time.
- 11.05 When work cannot be performed during normal working hours, employees may perform the work required outside the normal working hours at the straight time rate.

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**ARTICLE 12 - REPORTING TIME**

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12.01 The employer has a general duty to provide work for employees who report for work and to notify employees not to report for work if their services are not required. Where an employee is requested to report for work and reports in accordance with that request and no work is provided, the employee shall generally be entitled to receive pay for two (2) hours at the regular rate of pay, provided that the employee in question remains on site and is available for work for those two (2) hours if so requested by the employer.

- (a) If the employee stays onsite of his or her own volition and thereafter is not put to work, they shall only receive two (2) hours pay.
- (b) If the employee stays onsite of his or her own volition and thereafter is put to work, he or she shall be paid for their actual reporting time of up to two (2) hours, plus any hours worked in excess of that reporting time.
- (c) If the employee is requested to stay on site by the employer and is not subsequently put to work, they will receive pay for all hours on site.

If the employee is told to leave the site by management, they shall still be entitled to the two (2) hours of pay.

12.02 These provisions are not to be used in a discriminatory manner against any bargaining unit employee.

12.03 The foregoing provisions shall apply to Saturday, Sunday and Holidays and shift work at the applicable rate of pay.

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

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**ARTICLE 13 - CALL BACK TIME**

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- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job site, and is called back to work by the Employer, and who is required to work outside his regular working hours, shall be paid at his applicable overtime rate, but not less than two (2) hours.
- 13.02 When an employee is called out to work by the Employer on Saturday, Sunday or a designated holiday, and he commences work, regardless of when called, Article 12 shall apply.
- 13.03 Travel time if applicable will be paid.

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**ARTICLE 14 - OVERTIME**

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- 14.01 All overtime hours except those covered on projects falling under Article 24 of this Agreement, shall be paid for at time and one-half (1-1/2x) the straight time rate, except for hours worked on Sundays and holidays which shall be paid for at double (2x) the straight time rate of pay.
- 14.02 Employees who are required to work in excess of two (2) hours overtime on a normal work day, shall be provided with a meal or an allowance of twelve dollars (\$12.00) which shall be included with his pay for the pay period in which the overtime was worked.
- 14.03 The overtime provisions outlined above shall be adjusted for market conditions as set forth in Appendices "A", "B" and "D".

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**ARTICLE 15 - VACATION AND HOLIDAY ALLOWANCE**

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- 15.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays.
- 15.02 The Employer agrees to pay six percent (6%) vacation pay and two percent (2%) in lieu of paid holidays of the employee's hourly wages. Such allowance to be paid weekly.
- 15.03 Annual unpaid vacation, if taken, shall be at a time mutually agreed between the Employer and the employee. When practicable, one (1) month's notice should be given when requesting unpaid vacation of five (5) or more consecutive regular working days.



## ARTICLE 16 - DESIGNATED HOLIDAYS

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

CALENDAR YEAR 2015	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Thanksgiving Day	Monday October 12, 2015	Same
Remembrance Day	Wednesday November 11, 2015	Same
Christmas Day	Friday December 25, 2015	Same
Boxing Day	Saturday December 26, 2015	Monday December 28, 2015
CALENDAR YEAR 2016	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2016	Same
<u>Heritage Day</u>	<u>Monday February 15, 2016</u>	Same
Good Friday	Friday March 25, 2016	Same
Victoria Day	Monday May 23, 2016	Same
Canada Day	Friday July 1, 2016	Same
Labour Day	Monday September 5, 2016	Same
Thanksgiving Day	Monday October 10, 2016	Same
Remembrance Day	Friday November 11, 2016	Same
Christmas Day	Sunday December 25, 2016	Monday December 26, 2016
Boxing Day	Monday December 26, 2016	Tuesday December 27, 2016
CALENDAR YEAR 2017	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2017	Monday January 2, 2017
<u>Heritage Day</u>	<u>Monday February 20, 2017</u>	Same
Good Friday	Friday April 14, 2017	Same
Victoria Day	Monday May 22, 2017	Same
Canada Day	Saturday July 1, 2017	Monday July 3, 2017
Labour Day	Monday September 4, 2017	Same
Thanksgiving Day	Monday October 9, 2017	Same
Remembrance Day	Saturday November 11, 2017	Monday November 13, 2017
Christmas Day	Monday December 25, 2017	Same
Boxing Day	Tuesday December 26, 2017	Same
CALENDAR YEAR 2018	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Monday January 1, 2018	Same
<u>Heritage Day</u>	<u>Monday February 19, 2018</u>	Same
Good Friday	Friday March 30, 2018	Same
<b><u>In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.</u></b>		

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

16.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 14.01, for all hours worked at the request of the Employer.

**Correction #2 – September 9, 2015**

## ARTICLE 17 - TRAVEL

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- 17.01 There shall be a free zone for employees working within a forty-five (45) kilometre radius of the Halifax County intersection of Provincial Highway, 101 and 102. Travel and subsistence allowance will not apply when travelling to and working within this free zone (17.01).
- 17.02 No travel will be paid until an Employee has travelled a distance of over seventy-five (75) kilometres from the Employee's principal place of residence to the job site by the shortest available Department of Transportation maintained normally travelled route. All travel by the Employee beyond a distance of seventy-five (75) kilometres shall be paid as set out in Article 17.04.
- 17.03 When the Employer provides transportation to the Employee, the Employer shall pay to the Employee mileage travelled in excess of seventy-five (75) kilometres one way to the job as set forth in Article 17.04.
- 17.04 **Mileage Allowance:** .....\$0.55 per kilometre

It is agreed this figure shall be adjusted as per CRA figures for the life of this agreement.

- 17.05 (A) Employees who are required to travel on their own (i.e. not in a company supplied vehicle) a distance of 115 kilometres or more from their principal residence shall be paid subsistence allowance as follows:

**Subsistence Allowance:**

September 9, 2015..... one hundred nineteen dollars (\$119.00) per day scheduled work  
May 1, 2016.....one hundred twenty-three dollars (\$123.00) per day scheduled work  
May 1, 2017.....one hundred twenty-seven dollars (\$127.00) per day scheduled work

- (B) The Employer, may at the Employer's discretion, provide room and board in lieu of subsistence allowance as long as the accommodations are adequate.

- (C) Where lodging is provided by the Employer as required under Article 17.05 (B), meal allowances shall be as follows:

Breakfast..... six dollars (\$6.00)  
Lunch..... twelve dollars (\$12.00)  
Dinner ..... twenty dollars (\$20.00)

- (D) If either the Union or the Employer determine that travel and subsistence under Article 17 is not feasible on a specific project, then an amendment to Article 17 may be jointly agreed to by the parties on a project-by-project basis.

- 17.06 When an Employee is required to travel from one site to another site during working hours and the Employee is required to use the Employee's own vehicle, such Employee shall be paid the hourly rate and any parking costs incurred by the Employee.
- 17.07 All payments made to Union employees under Article 17 shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made on a non-income taxable basis. It shall be the responsibility of Employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The Employer shall make the forms available to each Employee at the beginning of the project.

## ARTICLE 17A – TRAVEL AND SUBSISTENCE FOR PROJECTS UNDER ARTICLE 24

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- 17A.01 There shall be free zone for Employees working within a forty-five (45) kilometre radius of the Halifax County intersection of Provincial Highways 101 and 102. Travel and subsistence allowance will not apply when traveling to and working within this free zone.
- 17A.02 No mileage allowance shall be paid until an Employee has traveled a distance of over forty-five (45) kilometres from the Employee's principal residence to the job site by the shortest available Department of Transportation maintained normally traveled route. Mileage allowance shall be as set for in Article 17A.04.
- 17A.03 If the Employer provides transportation and the distance to the job is greater than seventy-five (75) kilometres, the Employer shall pay to the Employee, mileage travelled in excess of seventy-five (75) kilometres one way to the job site.
- 17A.04 **Mileage Allowance**.....\$0.55 per kilometre

It is agreed this figure shall be adjusted as per CRA figures for the life of this agreement.

- 17A.05 (i) Employees who are required to travel on their own (i.e. not in a company supplied vehicle) a distance of 115 km or more from the Employee's principal place of residence will be paid a subsistence allowance. These Employees shall not be paid mileage. The subsistence allowance shall be as follows:
- September 9, 2015 ..... one hundred nineteen dollars (\$119.00) per day scheduled work  
May 1, 2016 ..... one hundred twenty-three dollars (\$123.00) per day scheduled work  
May 1, 2017 ..... one hundred twenty-seven dollars (\$127.00) per day scheduled work
- (ii) The Employer may at the Employer's discretion provide room and board in lieu of subsistence allowance as long as the accommodations are adequate.
- (iii) Where room is provided by the Employer as required under Article 17A.05 (ii), meal allowances shall be as follows:
- Breakfast ..... six dollars (\$6.00)  
Lunch ..... twelve dollars (\$12.00)  
Dinner ..... twenty dollars (\$20.00)
- (iv) Under no circumstances will travel outside of the jurisdictional area covered by Labourers 615 be used to calculate benefits under Articles 17A.02 and 17A.05.

- 17A.06 When an Employee is required to travel from one site to another site during working hours and the Employee is required to use the Employee's own vehicle, such Employee shall be paid the hourly rate and any parking costs incurred by the Employee.
- 17A.07 All payments made to Union employees under Article 17A shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made on a non-income taxable basis. It shall be the responsibility of Employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The Employer shall make the forms available to each Employee at the beginning of the project.

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## **ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAYOFF**

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- 18.01 Employees shall be laid off at 12:00 Noon or at the end of the shift.
- 18.02 Employees who are discharged, or who quit, shall receive their accumulated wages on the regular pay day for the pay period in which the discharge or quit takes place. Per Service Canada guidelines, a Record of Employment will be sent within five calendar days of the employee's interruption of earnings. If an ROE Web e-Filing is used instead, it will be sent within five calendar days after the end of the pay period in which an employee's interruption of earnings occurs. The Employee may receive these either by picking them up at the place designated by the Employer; or the Employer shall send the wages and ROE or copy of ROE Web e-Filing to the former employee on the above specified days at the address he has provided. Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at the straight time rate for each day of delinquency.

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**ARTICLE 19 - WAGES**

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- 19.01 The regular hourly rates of pay for each classification of worker shall be in accordance with the rates contained in the attached appendices and which apply to that classification.
- 19.02 In the event the Pension or Welfare Plan is discontinued for any reason whatever, any Employer contribution shall be added to the hourly rate and become part of the wages paid.
- 19.03 The Classification rate for Labourers shall apply for all clean-up. This shall include the clean-up and all work performed by Labourers relating to Carpenters and/or acoustical and drywall installers.
- 19.04 For guards and watchmen special rates and conditions may be established by joint action of the Employer and the Union for employees who are handicapped by age, physical or other disability.

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**ARTICLE 20 - PAY PERIOD**

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- 20.01 Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque, it must be distributed before quitting time on Thursday. If payment is by cash or electronic deposit, payment shall be made no later than quitting time on Friday. If the regular payday is a holiday, then the Employee's pays shall be distributed a day earlier.
- 20.02 A clear statement of hours worked, rate of pay, total earnings, net earnings and deductions shall be given to Employees on payday. At Employer's discretion, this information may be provided electronically. Statements shall be made available for any employees who are not able to receive them electronically.
- 20.03 Should Employee's pay not be distributed as set out herein, the Employee shall immediately notify the Employer.
- 20.04 When Employee's pays are not distributed in a timely manner in accordance with Article 20.01, the Employee shall receive one (1) day's pay at the basic hourly rate for each working day until the day the pay is delivered, commencing at 8:00 a.m. Monday through Friday.

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**ARTICLE 21 - SAFETY AND HEALTH**

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- 21.01 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.
- 21.02 Employees shall not be required to work with unsafe equipment and conditions.
- 21.03 All safety equipment shall meet CSA or other government regulated safety standards.
- 21.04 Adequate toilet facilities and fresh drinking water (year round) and paper cups will be provided by the Employer. Chilled water will be provided in summer months if practicable.
- 21.05 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.
- 21.06 Where required, adequate quarters complete with heating, lighting, and ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches and tables and shall be lockable and be kept clean.
- 21.07 The Employer shall provide the following items or equipment and/or clothing when weather and working conditions require their use:
- (A) Rainsuits
  - (B) Eye and hearing protection
  - (C) Rubber gloves
  - (D) Employees shall be expected to supply their own fall protection equipment as this has become standard equipment in construction. If a Union member does not have their own fall protection equipment (harness, lanyard, etc.) the company will make such available until such time as the employee has received their first pay. At this time the company shall make available, at cost, the proper safety equipment and arrangements shall be made to have the cost deducted from the member's pay.

It shall also be understood that if the equipment becomes damaged as a result of working or if the member falls, the equipment will be replaced by the employer at no cost to the employee.

- (E) On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employees' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed fifteen (15) minutes for wash up time prior to the conclusion of their shift.

Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

- 21.08 Safety items and protective clothing issued to the employee must be returned to the Employer on termination.
- 21.09 Where a crane operator's view is obstructed, the Employer will supply a labourer who understands proper signals to direct the crane operator.
- 21.10 All new employees hired shall have a CSA approved hard hat of their own. If the employee is required to wear a specific colour of hard hat, the employer shall provide the specifically coloured hard hat at no cost to the employee.
- 21.11 An employee will not be requested to wear rainsuits, goggles or rubber boots after they have been used by other employees unless they have been disinfected.
- 21.12 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if the injury occurs in the second half of the shift. The Parties agree to amend this Article in order that the language is consistent with the Nova Scotia Workers Compensation Act.
- 21.13 The Union shall maintain a database of safety training completed by all members, with evidence of same on file. This information and evidence shall be available to the Employer upon request.



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**ARTICLE 22 - JURISDICTIONAL DISPUTES**

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- 22.01 A mark-up meeting will be held with each contractor not later than the commencement of the contractor's work on all major projects. The Union may request, in writing, a mark-up meeting for a specific project, and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. 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 assignment on paper to all Parties.
- 22.02 Should a dispute concerning jurisdiction arise after the contractor has made his assignment, there shall be a meeting between the Employer and the pertinent Unions on site within twenty-four (24) hours. In the event that this meeting does not resolve the dispute, then any of the parties may make application to the Construction Industry Panel of the Labour Relations Board of Nova Scotia for an order pursuant to Section 50 of the Trade Union Act, Chapter 475 R.S.N.S. 1989 as amended.
- 22.03 All work assignments given to Labourers Local 615 by way of mark-up meetings to be copied and faxed to the Nova Scotia Construction Labour Relations Association Limited.

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**ARTICLE 23 – GRIEVANCE AND ARBITRATION**

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- 23.01 The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

Failing prompt resolution, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

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**ARTICLE 24 - MAJOR INDUSTRIAL PROJECTS DEFINITIONS**

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- 24.01 (A) **Major Industrial Projects** shall be defined as the initial construction, or major expansion or renovation of the facilities such as those listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of fifty million dollars (\$50,000,000.00). This threshold shall be adjusted on renewal in accordance with the Consumer Price Index as reported by Statistics Canada.
1. Heavy water plants
  2. Oil and gas refineries
  3. Pulp mills
  4. Petro-chemical plants
  5. Automobile manufacturing plants
  6. Rubber plants (such as Michelin)
  7. Steel mills
  8. Metal producing facilities
  9. Power generating projects
  10. Ore reduction plants and Smelters
  11. Deepwater ports
- 24.01 (B) Shutdowns shall be defined as work taking place on an industrial site when it is necessary to halt or reduce production in order for the work to take place.
- 24.01 (C) Refractory work shall be defined as the new installation or repair of refractory work on an industrial site.
- 24.01 (D) Work falling under Appendix “B” – Tunnel and Shaft Construction within Accreditation.
- 24.02 On any Major Industrial Project in excess of fifty million dollars (\$50,000,000.00), not listed above, the parties may meet and agree to different terms and conditions to apply on a given project falling under Article 24 should special conditions so require. Either party may request a meeting to clarify whether a project does or does not fall under the definition of a Major Industrial Project in Article 24.01 (A).

**24.03 WORKING CONDITIONS FOR MAJOR INDUSTRIAL PROJECTS,  
SHUTDOWNS AND REFRACTORY WORK AS DEFINED IN ARTICLE 24.01  
(A), (B) AND (C):**

- (i) All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of two (2) times the prevailing rate. All hours worked on Saturdays, Sundays and holidays shall be paid at two (2) times the prevailing rate. Overtime pay is not applicable to make-up hours as defined in Article 10.04. When a Holiday falls during the work week, overtime shall be calculated after thirty-two (32) hours for that week. When two Designated Holidays fall within the same week, then overtime shall be calculated after twenty-four (24) hours for that week.
- (ii) For jobs that do not fall under the definition of shutdown, refractory work or major industrial projects, the working conditions shall be set forth in Article 10 Normal Hours of Work, Article 11 Shift Work, Article 14 Overtime and Article 17 Travel.

24.04 The Parties recognize that in a major project, the CLRA, the employer, and the Unions have mutual interest in the rules governing the performance of the work on the site. It is agreed that Site Rules & Regulations will be prepared and distributed among the Employees on the job, by the Employer, provided such rules do not conflict or contravene terms of this Agreement.

It is agreed by the Union, that all Employees covered by this Agreement shall be made aware of these Site Rules & Regulations by the Employer at the time of their hire and that they shall be bound by them through out the duration of their employment.

It is further agreed that violations of these Site Rules & Regulations is just cause for the disciplinary action as specified in the Site Rules.

Site Rules, if used, shall be included in any mark-up meeting held under this Agreement and each Employee shall be given a copy of these Site Rules & Regulations to read and sign upon hiring.

24.05 On Industrial Projects the employer may, at the employer's option, utilize a compressed work week at regular hours of pay. For example, the employer may, at the employer's option, work a four (4) day ten (10) hour shift at the regular hourly rate of pay. All hours worked in excess of ten (10) hours per day and forty (40) hours per week by an employee, shall be paid at overtime rates of double (2x) the regular rate of pay.

## ARTICLE 25 - EMPLOYER CONTRIBUTIONS

25.01 Employers bound by this Agreement shall remit monthly to the Administrator of Record before the fifteenth (15th) day of the month following as set out below:

PLAN NAME		
Pension Plan	Article <u>27</u>	\$5.95

**REMITTED TO:**

Labourers' Pension Fund of Central & Eastern Canada  
PO Box 9002, Station Main  
Oakville, ON L6J 0B9

PLAN NAME		<u>September 9, 2015</u>	<u>May 1, 2016</u>	<u>May 1, 2017</u>
Welfare Plan	Article <u>26</u>	<u>\$2.10</u>	\$2.10	\$2.10
Joint Contribution Fund	Article <u>28</u>	\$0.56	<u>\$0.66</u>	<u>\$0.71</u>
Organizing Fund	Article <u>29</u>	\$0.25	\$0.25	\$0.25
<b>Total:</b>		<u>\$2.91</u>	<u>\$3.01</u>	<u>\$3.06</u>

**REMITTED TO:**

Administrator  
Labourers' Local 615  
24 Lakeside Park Drive, Unit 102  
Lakeside, NS B3T 1L1

PLAN NAME		
CLRA Industry Improvement Fund	Article <u>28A</u>	\$0.18

**REMITTED TO:**

Administrator  
CLRA Industry Improvement Fund  
260 Brownlow Avenue, Unit No. 1  
Dartmouth, NS B3B 1V9

Such remittances will be made on the forms provided indicating the specific fund breakdown.

- 25.02 Contributions to the Pension Plan, Welfare Plan, Joint Contribution Fund and CLRA Industry Improvement Fund shall be made for hours worked on all Commercial projects and for hours paid on all Major Industrial projects. Contributions to the Organizing Fund shall be made for hours paid on all projects.
- 25.03 Any scheduled change in employer contributions under this Agreement shall go into effect on the Sunday closest to the stated date of the change, so as to line up with Employer's payroll.

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## ARTICLE 26 - WELFARE PLAN

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The parties hereto agree on a Welfare Fund as follows:

- 26.01 (A) The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.
- 26.02 (B) The Employer shall make contributions at the rate set forth in Article 25 "Welfare Plan".
- 26.03 (C) The Welfare Plan shall be professionally administered.
- 26.04 (D) Each Employer shall sign a participation agreement as approved by the Trustees.
- 26.05 (E) If the Trustees of the Welfare Plan decide that an additional contribution to the Fund or a deduction in the Employer contribution to the Fund is necessary, the wage package shall be adjusted to reflect the Trustees' written request, provided the Employer receives sixty (60) days notice of such change.
- 26.06 (F) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Welfare Plan.

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**ARTICLE 27 - PENSION PLAN**

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27.01 It is agreed that the Employer shall pay into the established Labourers' Pension Fund of Central & Eastern Canada in the amounts set forth in Article 25.01, "Pension Plan", above for each employee covered by this Agreement.

Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the preceding calendar month.

27.02 All Pension Plan contributions shall be made for hours worked on all Commercial projects and for hours paid on all Major Industrial projects.

27.03 It is agreed that provisions for an increase in the Pension Plan (other than those increases listed above) will be implemented if so desired by the Local, with the Employer contribution to be deducted from the wages rates contained herein, provided the Employer receives sixty (60) days notice of such change.

## ARTICLE 28 – JOINT CONTRIBUTION FUND

28.01 All Employers must contribute and remit each month by the fifteenth (15<sup>th</sup>) day of the following month to the Joint Contribution Fund an amount of fifty-six cents (\$0.56) for each hour as per Article 25 and effective May 1, 2016, sixty-six cents (\$0.66) for each hour and effective May 1, 2017, seventy-one cents (\$0.71) for each hour. The Employer must complete a remittance form provided to the Employer by the Administrator and return it to the Administrator.

28.02 All Joint Contribution Fund contributions shall be made for hours worked on all Commercial projects and for hours paid on all Major Industrial projects.

28.03 Employers and employees both recognize the need and benefits derived from training and promotion, and particularly from training in new construction techniques. It is, therefore, imperative that a program of training be provided for all members of Local 615.

Subject to the approval of the Labourers 615 Training Trust Fund Trustees, direct costs for upgrading the safety training of Union members described in Article 2.01 of this Agreement in Occupational Health and Safety courses required by Nova Scotia law, shall be paid by the Fund.

28.03(A) Labourers Local 615 shall set up and maintain a data base containing safety courses completed by the union members. This information will be available to the employers.

28.04 The Union shall not incur any legal liability with regard to claims arising from Joint Contribution Fund.

28.05 It is agreed that, upon the agreement of both Parties, either Party shall be entitled to increase the contributions to the Joint Contribution Fund provided that thirty (30) days notice is given.

28.06 The Parties agree that this Fund is a term or condition of employment of employees covered by this Collective Agreement. The Parties hereto agree that the amount in Article 28.01 shall be distributed as follows:

<b>Effective Date</b>	<b>Training Fund</b>	<b>Health &amp; Safety</b>	<b>L.E.C.E.T.</b>	<b>Labourer Union IIF Fund</b>	<b>Total</b>
<u>September 9, 2015</u>	\$0.19/hour	\$0.02/hour	\$0.05/hour	\$0.30/hour	\$0.56/hour
<u>May 1, 2016</u>	<u>\$0.29/hour</u>	\$0.02/hour	\$0.05/hour	\$0.30/hour	<u>\$0.66/hour</u>
<u>May 1, 2017</u>	<u>\$0.34/hour</u>	\$0.02/hour	\$0.05/hour	\$0.30/hour	<u>\$0.71/hour</u>

**LABOURERS 615 TRAINING FUND**

- 28.07 Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 615 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local 615 shall pay on a fee basis. Trustees shall utilize the Labourers 615 Training Fund received by the Trustees through Article 28.05 for the education and benefit of members of Local 615 as set forth in the Trust Agreement.

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**ARTICLE 28A – CLRA INDUSTRY IMPROVEMENT FUND**

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- 28A.01 All employers must contribute each month to the CLRA Industry Improvement Fund a total sum equal to eighteen cents (\$0.18) for each hour as per Article 25 to any employee covered by this Agreement.

This will be paid by cheque made out in favour of the CLRA Industry Improvement Fund and forwarded to the Administrator at the following address on or before the fifteenth (15<sup>th</sup>) day of the following month:

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

Remittance forms for this fund are available at [www.nslra.ca](http://www.nslra.ca) or by phone at 902-468-2283.

- 28A.02 All CLRA Industry Improvement Fund contributions shall be made for hours worked on all Commercial projects and for hours paid on all Major Industrial projects.



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**ARTICLE 29 – ORGANIZING FUND**

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29.01 Employers signatory to the Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 25.

**Organizing Fund** .....twenty-five cents (\$0.25)

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**ARTICLE 30 - BENEFIT PLAN UNION FUND  
CONTRIBUTIONS/DELINQUENT PAYMENT**

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30.01 The parties agree that the Benefit Plan Trust and Pension Trust Fund is an integral part of this agreement and forms part of this Agreement, and any employer may, upon request, receive copies of the Declaration of Trust from the Unions.

30.02 The parties recognize and agree that timely contribution benefits under the Benefit Plan Trust and Pension Trust are requirements of this collective Agreement and the parties will not tolerate late payments of monies.

30.03 Either party to the Collective Agreement may enforce the provisions of either trust Agreement and the provisions of this Collective Agreement through the grievance provisions of the Trade Union Act and either party is specifically authorized to act on behalf of the Trustees of the Trust Funds for the purpose of enforcing the provisions of the Trusts only as they relate to the collection of delinquencies.

30.04 (A) The Union, in its absolute discretion, may require any new employer or employer newly signed as a party to the Collective Agreement to provide a bond to the Trustees in the amount of \$10,000 in a form satisfactory to the Trustee or the parties, and the bond shall be used as a security against any failure by any new employer to remit contributions under this Article. After 12 consecutive months of compliance with the provisions of this Article, the Trustees or the parties shall relinquish the bond to the Employer.

(B) In the event that an employer is delinquent and the Trustees or the parties hereto have to initiate collection actions against the employer, the Union, in its absolute discretion, may require a bond in a form satisfactory to the Union, such bond to be made payable to the Trustees, in the amount of \$10,000. This bond shall be in place until such time as the employer maintains 12 consecutive months of timely remittances, such timely remittance in accordance with this Article.

- (C) If an employer who has been placed on a bond is delinquent within the aforementioned 12 months, the bond shall be increased to \$15,000 and the employer shall be required to maintain that bond at the \$15,000 level for a period of 24 consecutive months, and the bond shall only be released if the employer has met his obligations under the Trade Appendices and provided his contributions in a timely fashion for the aforementioned 24 consecutive months.
- (D) If an employer is delinquent or late with respect to payment of contributions in the aforementioned 24-month period, the Union or the Trustees may, in their discretion, require a bond of \$20,000. The employer shall be required to maintain that bond at the \$20,000 level for a period of 24 consecutive months, and the bond shall only be released if the employer has met his obligations under the Trade Appendices and provided his contributions in a timely fashion for the aforementioned 24 consecutive months.
- 30.05 If the Trustees or the parties to this Agreement are ever required to utilize the bond to pay for contributions which ought to have been remitted by the employer, the employer shall forthwith, and not later than five working days after receipt of notice, remit monies or additional bond to pay for the delinquency and the monies necessary to reach the level of the new bond.
- 30.06 The cost of any bonding shall be borne by the employer.
- 30.07 The Union of any party or the Trustees shall have the right to determine the nature and form of the bond in their discretion.
- 30.08 Timely Payment of Deductions and Contributions:
- Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay deductions and/or remit contributions to the Trust Funds shall be dealt with as follows:
- (a) The Unions will advise the Nova Scotia Construction Labour Relations Association in writing of any delinquency.
- (b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Employer has failed to pay delinquent contributions or the Employer has failed to request a meeting with the Union to provide for the payment of delinquent contribution 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 twenty-five percent (25%) on all monthly 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 contribution/deductions as provided.

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 twenty-four (24) hours notice to the Nova Scotia Construction Labour Relations Association, withdraw its members from the job site without contravening the terms of the Agreement.

### **ARTICLE 31 – LABOURERS - ENABLING COMMITTEE**

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- 31.01 A Labourers' Enabling Committee (L.E.C.) shall be established within thirty (30) days of signing this Agreement. The L.E.C. shall have equal representatives to a maximum of three (3) from each Party, Employers and Union. For voting purposes a quorum shall consist of an equal number of representatives from each Party to the Agreement. The mandate of the L.E.C. will be to identify areas where the Mainland Labourers Collective Agreement may be amended to improve the competitiveness of the unionized sector of the trade and to recommend appropriate amendments to the Mainland Labourers Collective Agreement.
- 31.02 The Union, through its representatives on the L.E.C. may agree to implement terms, conditions and work procedures that are a more competitive response to deal with the market conditions on either a job-by-job basis or specific type or types of construction.

All competitive improvements implemented under this clause shall be governed by a L.E.C. administration document that shall be devised and approved by the L.E.C., the Union and the CLRA.

**ARTICLE 32 - TERM OF AGREEMENT**

- 32.01 This Agreement shall remain in effect until and including April 30, 2018. All other articles of this Agreement and Appendices thereto shall remain in force until the termination date of this Agreement, April 30, 2018. The Agreement will continue for successive periods of one (1) year unless either Party shall on or about the sixtieth (60th) day prior to expiration, serve written notice on the other Party of a desire to terminate, or modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either Party, this Agreement shall remain in effect from year to year.
- 32.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Labour Standards Code of the Province of Nova Scotia.
- 32.03 The Parties agree that they shall commence collective bargaining meetings no later than November 1, 2017.

**ARTICLE 33 - SIGNATORIES**

33.01 Signed on behalf of the Parties to this Agreement, this 26<sup>th</sup> day of October, 2015.

**SIGNATORIES FOR THE:**

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

**LABOURERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL UNION 615**

\_\_\_\_\_  
JONATHAN MULLIN

\_\_\_\_\_  
FRANCO CALLEGARI

\_\_\_\_\_  
CALUM MACLEOD

\_\_\_\_\_  
JAMIE YOUNG

\_\_\_\_\_  
LEROY HANSEN

\_\_\_\_\_  
ANGELA GALLANT  
WITNESS

## APPENDIX "A" – SCHEDULE OF WAGES

### WAGE RATES

**COMMERCIAL – All jobs that do not fall under Major Industrial Projects – Article 24  
ALL COUNTIES** within Labourers 615 Jurisdiction.

COMMERCIAL - JOURNEYMAN							
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Joint Contribution Fund	CLRA IIF	Total Package
<u>September 9, 2015</u>	<u>\$26.12</u>	<u>\$2.09</u>	\$5.95	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$37.00</u>
<u>May 1, 2016</u>	<u>\$26.95</u>	<u>\$2.16</u>	\$5.95	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$38.00</u>
<u>May 1, 2017</u>	<u>\$27.69</u>	<u>\$2.22</u>	\$5.95	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$38.85</u>

Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Joint Contribution Fund	CLRA IIF	Total Package
<b>COMMERCIAL NEW APPRENTICE</b>							
<b>0 to 2000 Hours @ 70%</b>							
<u>September 9, 2015</u>	<u>\$18.32</u>	<u>\$1.47</u>	\$0.00	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$22.63</u>
<u>May 1, 2016</u>	<u>\$18.88</u>	<u>\$1.51</u>	\$0.00	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$23.33</u>
<u>May 1, 2017</u>	<u>\$19.39</u>	<u>\$1.55</u>	\$0.00	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$23.93</u>
<b>COMMERCIAL NEW APPRENTICE</b>							
<b>2001 to 3000 Hours @ 85%</b>							
<u>September 9, 2015</u>	<u>\$22.22</u>	<u>\$1.78</u>	\$0.00	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$26.84</u>
<u>May 1, 2016</u>	<u>\$22.92</u>	<u>\$1.83</u>	\$0.00	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$27.69</u>
<u>May 1, 2017</u>	<u>\$23.54</u>	<u>\$1.88</u>	\$0.00	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$28.41</u>

**MAJOR INDUSTRIAL PROJECTS****ALL COUNTIES within Labourers 615 Jurisdiction.**

<b>MAJOR INDUSTRIAL - JOURNEYMAN</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Pension</b>	<b>H &amp; W</b>	<b>Joint Contribution Fund</b>	<b>CLRA IIF</b>	<b>Total Package</b>
<u>September 9, 2015</u>	<u>\$27.51</u>	<u>\$2.20</u>	\$5.95	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$38.50</u>
<u>May 1, 2016</u>	<u>\$28.34</u>	<u>\$2.27</u>	\$5.95	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$39.50</u>
<u>May 1, 2017</u>	<u>\$29.08</u>	<u>\$2.33</u>	\$5.95	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$40.35</u>

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Pension</b>	<b>H &amp; W</b>	<b>Joint Contribution Fund</b>	<b>CLRA IIF</b>	<b>Total Package</b>
<b>MAJOR INDUSTRIAL NEW APPRENTICE</b>							
<b>0 to 2000 Hours @ 70%</b>							
<u>September 9, 2015</u>	<u>\$19.30</u>	<u>\$1.54</u>	\$0.00	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$23.68</u>
<u>May 1, 2016</u>	<u>\$19.85</u>	<u>\$1.59</u>	\$0.00	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$24.38</u>
<u>May 1, 2017</u>	<u>\$20.36</u>	<u>\$1.63</u>	\$0.00	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$24.98</u>
<b>MAJOR INDUSTRIAL NEW APPRENTICE</b>							
<b>2001 to 3000 Hours @ 85%</b>							
<u>September 9, 2015</u>	<u>\$23.41</u>	<u>\$1.87</u>	\$0.00	<u>\$2.10</u>	\$0.56	\$0.18	<u>\$28.12</u>
<u>May 1, 2016</u>	<u>\$24.10</u>	<u>\$1.93</u>	\$0.00	\$2.10	<u>\$0.66</u>	\$0.18	<u>\$28.97</u>
<u>May 1, 2017</u>	<u>\$24.72</u>	<u>\$1.98</u>	\$0.00	\$2.10	<u>\$0.71</u>	\$0.18	<u>\$29.69</u>

**CLASSIFICATIONS**

<b>CLASSIFICATIONS</b>	<b>(plus rate)</b>
Blaster	\$5.00
Mason Tender	\$0.25
Form Worker	\$0.25
Pipe Layer	\$0.25

These classifications are for the establishment of rates only and are not to be deemed as assignment of jurisdiction.

The Employer shall appoint a working foreman when there are five (5) labourers on the job and such working foreman shall be a member of the Union and be paid a minimum premium per hour above the base rate as follows:

September 9, 2015.....two dollars and twenty-five cents (\$2.25)  
May 1, 2016 ..... . two dollars and fifty cents (\$2.50)  
May 1, 2017 ..... two dollars and seventy-five cents (\$2.75)

**TOOL LIST:**

All Labourers shall provide themselves with:

1 hammer; 1-16' Tape; 1-12" Adjustable Wrench

## **APPENDIX "B"- TUNNEL AND SHAFT CONSTRUCTION WITHIN ACCREDITATION**

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The provisions of this Appendix, where inconsistent with the provisions of the Agreement, shall apply for tunnel and shaft construction within accreditation.

Tunnels and shafts are deemed to be construction projects under this Appendix "B" and do not include tunnel work which is incidental to open cut work and sewer and watermain construction.

### **REGULAR HOURS OF WORK AND OVERTIME:**

The normal workweek will be eight (8) hours per day, Monday through Friday, with the option to work Saturday as makeup for lost time during the regular workweek.

Work after the regular hours shall be paid in accordance with Article 24. Work on Sundays and holidays shall be paid for at double (2x) the rate of pay for such work.

### **SHIFT WORK AND SPECIAL PROVISIONS:**

Employees on shift will work five (5) consecutive shifts every seven (7) calendar days.

Employees on shift will work eight (8) consecutive hours every twenty-four (24) hours.

The shift worked during daylight hours will be paid at straight time rates.

The shift worked during nighttime hours will be paid at the straight time plus a premium of twenty-five cents (\$0.25) per hour.

Employees on shift working in excess of the above hours will be paid in accordance with Article 24.

Employees on day shift and night shift will rotate shift every week (minimum).

When shift work is required it will not be considered shift work if the shifts do not continue for five (5) consecutive days.

Holidays falling on a work day: tail ends or beginnings of shifts over holidays falling on a work day to be paid at straight time.



Men called out and no work provided shall be paid two (2) hours pay on weekdays, four (4) hours pay on weekends.

Protective clothing to be supplied which must be signed for and returned for replacement or on termination.

**Higher wage rates:** Where an employee works in a higher hourly wage classification he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher wage classification, he shall be paid the higher rate for the entire shift.

**Premium Rates in Compressed Air:** The following sliding scale of premium rates shall apply to workers in compressed air:

- Air pressure 1 - 14 lbs .....\$10.00 premium per shift
- Air pressure 15 - 20 lbs .....\$12.00 premium per shift

Rest periods when working under air pressure are to be paid as required by law and no deduction will be made for lunch break falling in the rest period between the two working periods.

The Employer agrees to notify the Union of any incentive bonus system before implementing it.

**WAGE RATES:**

The following premium rates of pay per hour above the basic labourers' rate shall be paid for all work done in tunnels and shafts:

- Underground labourer, local driver, lock tender .....\$0.20
- Mucker .....\$0.40
- Miner, tunnel mole driver, tunnel shield driver, mucking machine operator
- Powderman, groutman .....\$0.60
- Lead miner .....\$0.70

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## APPENDIX “F” – CEMENT FINISHING

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### ARTICLE 1

- 1.01 The provisions of this Appendix “F” (“Appendix”) shall apply to cement finishing work and associated tasks. Any provisions not specifically referenced in the Appendix shall be covered in the body of the Collective Agreement between the Nova Scotia Construction Labour Relations Association Limited (“NSCLRA”) and the Labourers International Union of North America Local 615 (“Union”). For greater certainty Articles 5.01, 5.02, 5.02A, 5.02B, 5.02C, 5.02D, 5.02E, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.16, 10.01, 11, 12, 13, 14, 17, 19, 25 (Pension Plan), Appendix “A”, Appendix “B”, and Appendix “D” of the Collective Agreement do not apply to cement finishing work and associated tasks.

### ARTICLE 2 – PURPOSE

- 2.01 The purpose of this Appendix is to establish an increase in market share of the Union in the cement finishing sector. In order to be competitive, the Union will enable jobs by way of specific hourly rates and benefits within this Appendix.

This Appendix shall expire on April 30, 2018; however, the Union undertakes to meet with the NSCLRA and any Cement Finishing Contractors (sometimes referred as Contractors) prior to expiration, to determine market share as well as any changes required, or if the Appendix need continue.

### ARTICLE 3 – TERMS & CONDITIONS

- 3.01 The terms and conditions contained within this Appendix shall not be applicable under any circumstances to pipeline construction, or for major industrial work as defined in Article 24 of the Collective Agreement.

Members working under this Appendix shall have full mobility within the geographic jurisdiction of Local 615. The wage rates and special conditions set out below shall only be available to Cement Finishing Contractors.

**ARTICLE 4 – HOURS OF WORK**

4.01 The standard work week shall consist of fifty (50) hours weekly commencing at 12 am Monday morning to 12 am Saturday morning.

Overtime shall be paid at the rate of time and one half (1 1/2 X) for all hours worked in excess of fifty (50) hours per week between Monday and Friday. All hours worked on Sundays or on Holidays shall be paid at double (2 X) time.

4.01A When overtime is worked during a week when a designated holiday occurs: The following shall apply: When a fifty hour work week is in effect, overtime is payable after 40 hours have been worked.

4.02 Saturday shall be considered a makeup day. Any hours worked on Saturday may be paid at straight time unless the total hours for that week are in excess of fifty (50) for the week. Any hours worked on Saturday in excess of fifty (50) for the week shall be paid at time and one half (1 1/2 X) the regular rate.

4.03 Unless Article 24 of the Collective Agreement applies, the Cement Finishing Contractor shall pay the worker for all travel time and, if in excess of 250 kilometres from the Cement Finishing Contractor's premises, pay for reasonable accommodation and meals in accordance with Article 17.05 (C).

4.04 Where a worker is requested to report to work and reports in accordance with that request and no work is provided, the worker shall be entitled to receive pay for two (2) hours at the regular rate of pay, provided the employee in question remains on site and is available for work for those two (2) hours. If the worker performs alternative work (e.g. equipment repair, shop clean up) provided by the Cement Finishing Contractor, the worker shall be paid at the regular rate of pay for such work.

**ARTICLE 5 – RATES AND CONDITIONS FOR CEMENT FINISHING CLASSIFICATIONS**

5.01 Workers working pursuant to this Appendix shall fall into one of the following classifications.

- Raker Entry Level 1 ..... 0-2000 hrs
- Raker Level 2 ..... 2001 - 3500 hrs
- \*Raker Level 3 ..... over 3500 hours
- Finisher 1..... over 3500 hrs and can perform some finishing tasks
- Finisher 2.....over 4500 hrs and can perform most finishing tasks
- Finisher 3..... over 6000 hrs and can perform all finishing skills

\*Raker Level 3 shall apply to individuals that have accumulated hours but do not wish to acquire finishing skills. It shall be understood if the individual performs any tasks associated with finishing, such as floating or trowelling, the member shall be considered Finisher Apprentice 1.

5.02 The Union, with the Cement Finishing Contractor, shall jointly determine the classification that each worker falls within on the basis of the worker’s demonstrated ability, desire to advance to a higher classification and documented accumulation of cement finishing work hours.

It shall be understood and agreed that once a members’ classification has been determined, that member cannot be moved to a lower classification. It is also agreed that Interprovincial Certification as a cement/concrete finisher (Red Seal) shall be recognized by both the Union and the Cement Finishing Contractor as proof of Finisher 3 status.

The hours for each classification will be the main determination of advancement; however, in rare instances where the member has not acquired the skill set necessary to advance, the Union, the worker and the Cement Finishing Contractor shall meet to determine the best course of action to upgrade those skills.

5.03 Members newly joining the Union or members who work mainly in the cement finishing sector shall provide the Union with documented evidence of accumulated hours performing cement finishing work. This evidence shall be documented to determine initial classification, as well as classification advancement. The member shall be responsible for tracking of hours, verification of hours by the Cement Finishing Contractor, and for notifying both the Union and the Cement Finishing Contractor when hours for advancement have been reached. No retro-active pay shall be due upon advancement if the member fails to notify the Union and Cement Finishing Contractor prior to the applicable time period.

- 5.04 A Cement Finishing Contractor shall not terminate a member's employment on the basis of the said member advancing to a higher classification.
- 5.05 Cement Finishing Contractors shall remit in accordance with Article 25 of the Collective Agreement, except that Pension for Raker Entry Level 1 and Level 2 shall be payable at the \$0.00/hour rate and Pension for Raker Level 3, Finisher 1, Finisher 2, and Finisher Journeyman shall be payable at the \$2.75/hour rate.

Members newly joining the Union in the cement finishing sector who are over the age of 50 upon signing of Appendix "F" may choose to opt out of the pension and have the Contractor Pension contribution amount added to the wage rate.

- 5.06 Schedule of wages and benefits for all classifications:

Raker – Entry Level 1 .....(0 - 2000 hrs)  
 Raker – Level 2 .....(2001 - 3500 hrs)  
 Raker – Level 3 ..... (over 3500 hrs, but not proceeding to Finisher Classifications)  
 Finisher 1 ..... (over 3500 hrs and can perform some finishing tasks)  
 Finisher 2 ..... (over 4500 hrs and can perform most finishing tasks)  
 Finisher Journeyman .....(over 6000 hrs and can perform all finishing tasks)

Classification	Hourly Rate	V & H	H & W	Pension	Joint Contribution Fund	CLRA IIF	Total
<b>Effective:</b> September 9, 2015							
Raker Level 1	<u>\$15.93</u>	<u>\$1.27</u>	\$2.00	\$0.00	\$0.56	\$0.18	<u>\$19.94</u>
Raker Level 2	<u>\$17.93</u>	<u>\$1.43</u>	\$2.00	\$0.00	\$0.56	\$0.18	<u>\$22.10</u>
Raker Level 3	<u>\$17.69</u>	<u>\$1.42</u>	\$2.00	<u>\$2.75</u>	\$0.56	\$0.18	<u>\$24.60</u>
Finisher 1	<u>\$19.19</u>	<u>\$1.54</u>	\$2.00	<u>\$2.75</u>	\$0.56	\$0.18	<u>\$26.22</u>
Finisher 2	<u>\$22.19</u>	<u>\$1.78</u>	\$2.00	<u>\$2.75</u>	\$0.56	\$0.18	<u>\$29.46</u>
Finisher Journeyman	<u>\$25.22</u>	<u>\$2.02</u>	\$2.00	<u>\$2.75</u>	\$0.56	\$0.18	<u>\$32.73</u>

- 5.07 It shall be understood that the above hourly rates are minimums. Nothing in this Agreement prohibits the Cement Finishing Contractor from paying over the above rates. It shall also be understood that employees of the Contractor who receive a higher hourly rate than stated in the Agreement will not have pay lowered and any raise shall be added to the higher of their existing rate and the published rate.
- 5.08 Upon signing of the 2015-2018 Collective Agreement, a committee shall be struck of equal numbers of Employer and Union representatives. Such committee shall meet at least every six months to review market share and work outlook, towards increasing the Appendix “F” wages to bring them closer in line with the rates as in Appendix “A”.

**Correction #1 – September 9, 2015**

**ARTICLE 6 - HIRING PROCEDURE - CEMENT FINISHING CONTRACTORS**

6.01 Upon becoming bound to the Union, the Cement Finishing Contractor shall provide the Union with a list of employees who constitute the Contractor's Basic Work Force (BWF) and throughout their employment with that Cement Finishing Contractor, the BWF shall be provided first opportunities of work. Any member of the Contractor's BWF shall immediately apply for membership in the Union if not already a member. The Union agrees to accept such applicants as members. The Union will appoint one member of the BWF as a Union Steward.

In the event a member of the BWF leaves the employment of a particular Cement Finishing Contractor, said Contractor may replace the BWF member with a worker of their choice on the basis that said worker is or becomes a member of the Union before they commence working.

6.02 In the event that the Cement Finishing Contractor requires workers beyond the members of its BWF, or if it wishes to increase its BWF, the following procedure shall apply:

- (a) The Cement Finishing Contractor shall contact the Union during working hours (Monday-Friday, 8:30 am - 4:00 pm) and provide it with 24 hours' notice (exclusive of weekends & holidays) as to the number of workers (and the classification in which each worker should fall and safety training requirements) it requires.
- (b) The Union shall provide such workers within the 24 hour notice period and the Contractor shall hire those workers for the period of time required.
- (c) In the event that the Union cannot provide such qualified workers by the end of the 24 hour notice period, the Cement Finishing Contractor may hire any worker it wishes on the conditions that:
  - (i) It pays the worker the applicable hourly rate and makes the applicable contributions and remittances pursuant to Article 5.06 of this Appendix.
  - (ii) It provides the Union with the name, date of birth, phone number and address of the worker.
  - (iii) Agrees that if worker is hired to become a member of the BWF, such worker will become a member of the Union within seven (7) working days of being hired. If the worker is hired on a temporary basis (i.e. does not become a member of the BWF), the worker does not have to become a member of the Union.

- 6.03 After hiring a worker, a Cement Finishing Contractor has the right to terminate the members’ employment in accordance with Article 9A - Productivity Clause, of the Collective Agreement.
  
- 6.04 For purposes of this Appendix it is agreed that all work shall be performed by Union members, including working foremen. The Union shall agree that up to two members of Management may perform work by joining Labourers Local 615, however, they will not be required to remit benefits and/or working dues on their hours. They will only be responsible for the monthly dues.

**ARTICLE 7 - SIGNATORIES**

It is agreed that upon execution of this document entitled Appendix "F" Cement Finishing, it will become part of the Collective Agreement.

7.01 This Agreement is executed on the date it is signed by a representative of the NSCLRA.

JONATHAN MULLIN  
**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

October 27, 2015  
**DATE**

FRANCO CALLEGARI  
**LABOURERS’ INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL UNION 615**

October 26, 2015  
**DATE**

ANGELA GALLANT  
**WITNESS**

October 26, 2015 & October 27, 2015  
**DATE**

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**SCHEDULE "A" – INTERPRETATION**

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

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

**BUSINESS AGENT** means: .....the official duly appointed by Local Union 615 whose duties are to represent the Union in matters relating to this Agreement.

**EMPLOYEE** means: .....a person working as a Labourer.

**EMPLOYER** means: .....a contractor who is bound by this Agreement and who employs Labourers under this Agreement.

**JOB** means: .....a construction project where Labourers are required.

**STEWARD** means: .....an employee duly appointed under Article 6 of the Agreement and authorized by it to represent all the employees working on a job who fall within this scope of this Agreement and to speak for them on matters pertaining to this Agreement.

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

**UNION** means: .....Local Union 615, the Labourers' International Union of North America.

**RESIDENCE** means: .....The principal place of dwelling of an Employee in which the Employee and the Employee's family permanently reside.



## **SCHEDULE "B" – JOB TARGETING RULES & PROCEDURES**

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The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Enabling Committee (E.C.). The Labourers Local 615 is the Union under these rules and procedures.

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

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

2. The Union shall advise the CLRA by facsimile (Fax 902-468-3705) in writing whether it grants or does not grant the targeting application. The CLRA shall then advise all applicant Contractors when a target request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union the Contractors who are bidding jobs under this program shall supply the bid price of their bid and other information on the targeted jobs to the Union after the job has been awarded.
4. The applicant Contractor shall provide a record of projected employee work hours worked on all targeted jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sectors share of work.



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## LABOURERS' 615 TRADE CLASSIFICATION

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- Able Equipment (2007) Limited
- Aluma Systems Inc.
- Armour Construction Limited
- Arnoldin Form Work Limited
- Black & McDonald Limited
- Darim Masonry Ltd.
- Ellis Don Corporation
- Fitz's Construction Ltd.
- Fosco Roofing Limited
- Fougere Young Masonry Ltd.
- Guildfords (2005) Inc.
- J.W. Lindsay Enterprises Limited
- Joneljim Concrete Construction Limited
- Lancor Concrete Contractors Ltd.
- Lead Structural Formwork Ltd.
- Leslie & Benn Contracting Limited
- MacIvor & Stewart Masonry Ltd.
- Marid Industries Limited
- Maxim 2000 Inc.
- McNally Construction Inc.
- Municipal Ready-Mix Limited
- Ocean Steel & Construction Limited
- Omega Formwork Inc.
- Petrifond Foundation Company Limited
- Pinaud Drywall & Acoustical Ltd.
- Pomerleau Inc.
- Reddick Bros. Masonry Ltd.
- Robert Higgins (1984) Company Limited
- Safway Services Canada Inc.
- Scaffold E & D Ltd.
- Sunny Corner Enterprises Inc.
- Techno Hard Surfaces Ltd.
- Wildwood Masonry Ltd.