

APPENDIX NO. 4“A” - LABOURERS - COMMERCIAL**BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**
(hereinafter referred to as the "CLRA")

- AND -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115

(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025

Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org./Stab Fund	Consol. Fund	IIF	Total Pkg
<u>July 30, 2020</u>	<u>\$28.87</u>	<u>\$2.60</u>	<u>\$2.50</u>	<u>\$6.50</u>	\$1.07	\$1.12	<u>\$0.28</u>	\$0.16	<u>\$43.10</u>
<u>July 1, 2021</u>	<u>\$29.01</u>	<u>\$2.61</u>	<u>\$2.60</u>	<u>\$6.75</u>	\$1.07	\$1.12	\$0.28	\$0.16	<u>\$43.60</u>
<u>July 1, 2022</u>	<u>\$29.33</u>	<u>\$2.64</u>	<u>\$2.70</u>	<u>\$7.00</u>	<u>\$1.17</u>	\$1.12	\$0.28	\$0.16	<u>\$44.40</u>
<u>July 1, 2023</u>	<u>\$29.74</u>	<u>\$2.68</u>	<u>\$2.80</u>	<u>\$7.15</u>	<u>\$1.27</u>	\$1.12	\$0.28	\$0.16	<u>\$45.20</u>
<u>July 1, 2024</u>	<u>\$30.16</u>	<u>\$2.71</u>	<u>\$2.90</u>	<u>\$7.30</u>	<u>\$1.37</u>	\$1.12	\$0.28	\$0.16	<u>\$46.00</u>

In addition to the hourly rates the employer shall pay the amounts as set out in the Benefit Plan, Pension Plan, Labourers' Training, Health & Safety and Labourers'-Employers Cooperation and Education Trust Fund, Organizing/Stabilizing Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.

RE-OPENER:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition in this Collective Agreement between Labourer 1115 and the CLRA may be amended upon the agreement of Labourer 1115 and the CLRA.

ENABLING:

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

SUPERVISION:

As defined under Article 1B - Industrial Definition - projects in excess of twenty-one million nine hundred thousand dollars (\$21,900,000.00), this amount to be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada:

When six (6) or more Labourers are being supervised, then a working Foreman will be appointed.

Foreman Premium

up to 10 workers.....One dollar twenty-five cents (\$1.25) per hour over base rate
over 10 workers.....a minimum premium of ten percent (10%) of journeyperson base rate and holiday and vacation allowance

General Foreman.....rate to be determined between General Foreman and employer

From 3 to 6 employees.....1 working Foreman

From 7 to 10 employees.....1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman. When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foreman.....1 General Foreman

Foremen & General Foreman

When numbers of Labourers on site are being reduced and the numbers of Foremen is being reduced accordingly, such Foremen (unless they are being dismissed for cause or unless their entire crew has been laid off) shall, if they are General Foremen, be reduced to the position of Foreman, and if they are Foremen, shall be returned to the general workforce of Labourers, rather than being laid off directly from the position of Foreman.

HANDICAPPED:

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

CLASSIFICATIONS	PLUS RATE:
Working Foreman	\$0.80
Jackhammer and Pavement Breaker	\$0.35
Vibrators, Compactors, Tempers	\$0.15
Dynamite Helper	\$0.50
Dynamite Blaster	\$1.00
Pipelayer	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot)	\$1.00
Job Service Truck	\$0.25
Creosote Work	\$0.25
Cement Finisher	\$0.60
Sandblaster (masonry and concrete)	\$0.50
Burner and Welder	\$0.50
Signalman	\$0.25
Concrete Bucket.....	Basic Rate
Carpenter Trade Tender (inc. Acoustic & Drywall)	Basic Rate
Chainsaw (if provided by employee at employer's request)	\$0.25
Terrazzo Labourer (when required)	Basic Rate
Pile Driving.....	Basic Rate
Pumps.....	Basic Rate
Tool Crib/stores (civil contractors only).....	Basic Rate
Forklift operator	Basic Rate
Concrete Placer	Basic Rate
Asphalt Raker.....	Basic Rate
Heaters	Basic Rate
Demolition	Basic Rate
Pipe Fusion	Basic Rate
Lasers	Basic Rate
Environmental Worker.....	Basic Rate

	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	Consol. Fund	IIF	Total Pkg
Effective: July 30, 2020									
Flagger *			\$2.50	\$6.50	\$1.07	\$1.12	\$0.28	\$0.16	\$30.45
Security Person			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.07
Effective: July 1, 2021									
Flagger *			\$2.60	\$6.75	\$1.07	\$1.12	\$0.28	\$0.16	
Security Person			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Effective: July 1, 2022									
Flagger *			\$2.70	\$7.00	\$1.17	\$1.12	\$0.28	\$0.16	
Security Person			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Effective: July 1, 2023									
Flagger *			\$2.80	\$7.15	\$1.27	\$1.12	\$0.28	\$0.16	
Security Person			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Effective: July 1, 2024									
Flagger *			\$2.90	\$7.30	\$1.37	\$1.12	\$0.28	\$0.16	
Security Person			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

(CPI raises thereafter, annually.)

* This shall not apply to street and highway work.

* Flaggers shall not be eligible for travel expenses.

These classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

OVERTIME:

Minimum overtime shall be one (1) hour at the applicable overtime rate.

The first six (6) hours of overtime in any one (1) week period, Monday to Friday, shall be paid for as time and one-half (1/2x) of the regular hourly rate including classification premiums. All additional overtime hours shall be paid for at double (2x) time the hourly rate including classification premiums.

Employees who are required to work in excess of two (2) successive hours overtime shall be provided with a meal. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period. *Meal allowance shall be \$15.00*

OVERTIME (Saturdays, Sundays, Holidays):

Labourers required by Management to work on Saturdays, Sundays or Designated Holidays shall be paid at double (2x) the regular hourly rate including classification premiums, subject to the provisions of the make-up time clause set out, below, in this Appendix.

OVERTIME HOURS:

All overtime hours shall be paid for the period (Monday to Friday) worked. The banking of overtime hours shall not be permitted.

PAID HOLIDAYS:

The following holidays shall be paid holidays ... **Labour Day, Thanksgiving Day, Remembrance Day, Canada Day.**

Should employees be required to work on a paid holiday, they shall be paid in addition to the holiday pay, double time (2x) the employee's classified rate for all hours worked.

CALL OUT MINIMUM (Pumps & Heaters):

When an employee is called out on Saturday, Sunday or Designated Holiday, or contract holiday, they shall receive a minimum of two (2) hours' pay at double time (2x), classification premium included.

SHIFT DIFFERENTIAL:

When Management requires two (2) or more shifts within twenty-four (24) hours, the starting time on the first shift is to be determined by the employer. With the exception that these shifts will be adjusted according to high and low schedules where work performed is controlled or affected by the tides.

- 1st shift.....Eight hours (8) pay for eight (8) hours worked
- 2nd shiftFifteen percent (15%) shift differential
- 3rd shiftFifteen percent (15%) shift differential

HEIGHT PAY:

Labourers required to work on scaffolds, structural steel, swinging stage, bosun chair, towers, stacks, cat walks, shall receive height pay:

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

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

HIRING OF LABOURERS (ON SITE):

Hiring on site shall be on a ratio of one for one basis (1:1). The one for one (1:1) ratio shall commence from the Union office. The odd worker shall be requested from the Union office.

Labourers referred to Commercial Projects through the Union office, in accordance with Appendix 3, when being terminated, other than for cause, shall be subject to re-call within thirty (30) working days.

The on-site hiring ratio shall be maintained for the duration of the project.

On-site hiring of non-union or suspended Union members shall be subject to Article 12 - Grievance & Arbitration of this Agreement.

The above is not applicable to Industrial Projects over twenty-one million nine hundred thousand dollars (\$21,900,000.00), this amount to be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada, as defined in Article 1B.

APPRENTICES:

The following guidelines will govern the classification designation for members newly joining or transferring into Local 1115 following the effective date of this Agreement:

Journeyperson: Documented evidence of performance within the construction sector for which total accumulative hours is 3,000 hours or greater.

2nd Level Apprentice: Documented evidence of performance within the construction sector is less than 3,000 hours.

1st Level Apprentice: Documented evidence of performance within the construction sector is less than 2,000 hours.

Wages and benefits for the above classifications shall be per the attached wage tables.

ABOVE HOURS ARE SUBJECT TO ANY REQUIREMENTS ESTABLISHED BY THE NOVA SCOTIA APPRENTICESHIP AGENCY.

It is understood that the sole discretion and responsibility for determining the initial classification merits of new members will fall upon Local 1115.

Once designated a classification Local 1115 members will shift classification based upon the documented accumulation of the hours worked within the construction sector referred to in this Article.

It is agreed that all Local 1115 Apprentice Labourers will provide Local 1115 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 1115. 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 1115 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.

It is agreed that a Local 1115 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 Journeyperson status, an Employee shall receive the appropriate rate of pay from the first day worked following the attainment of Journeyperson status.

Per the *Apprenticeship and Trades Qualifications Act*, the Employer must maintain a minimum ratio of one (1) Journeyperson to each Apprentice.

APPRENTICES:**NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025**

Effective Date	Hourly Rate	V & H (9%)	Benefit	Pension	Training	Org./Stab Fund	Consol. Fund	IIF	Total Package
1ST LEVEL APPRENTICE									
0 to 2000 Hours @ 70%									
<u>July 30, 2020</u>	<u>\$17.92</u>	<u>\$1.61</u>	<u>\$2.50</u>	\$0.00	\$1.07	\$1.12	<u>\$0.28</u>	\$0.16	<u>\$24.66</u>
<u>July 1, 2021</u>	<u>\$18.15</u>	<u>\$1.63</u>	<u>\$2.60</u>	\$0.00	\$1.07	\$1.12	\$0.28	\$0.16	<u>\$25.01</u>
<u>July 1, 2022</u>	<u>\$18.48</u>	<u>\$1.66</u>	<u>\$2.70</u>	\$0.00	<u>\$1.17</u>	\$1.12	\$0.28	\$0.16	<u>\$25.57</u>
<u>July 1, 2023</u>	<u>\$18.81</u>	<u>\$1.69</u>	<u>\$2.80</u>	\$0.00	<u>\$1.27</u>	\$1.12	\$0.28	\$0.16	<u>\$26.13</u>
<u>July 1, 2024</u>	<u>\$19.14</u>	<u>\$1.72</u>	<u>\$2.90</u>	\$0.00	<u>\$1.37</u>	\$1.12	\$0.28	\$0.16	<u>\$26.69</u>
2ND LEVEL APPRENTICE									
2001 to 3000 Hours @ 85%									
<u>July 30, 2020</u>	<u>\$22.22</u>	<u>\$2.00</u>	<u>\$2.50</u>	\$0.00	\$1.07	\$1.12	<u>\$0.28</u>	\$0.16	<u>\$29.35</u>
<u>July 1, 2021</u>	<u>\$22.52</u>	<u>\$2.03</u>	<u>\$2.60</u>	\$0.00	\$1.07	\$1.12	\$0.28	\$0.16	<u>\$29.78</u>
<u>July 1, 2022</u>	<u>\$22.96</u>	<u>\$2.07</u>	<u>\$2.70</u>	\$0.00	<u>\$1.17</u>	\$1.12	\$0.28	\$0.16	<u>\$30.46</u>
<u>July 1, 2023</u>	<u>\$23.40</u>	<u>\$2.11</u>	<u>\$2.80</u>	\$0.00	<u>\$1.27</u>	\$1.12	\$0.28	\$0.16	<u>\$31.14</u>
<u>July 1, 2024</u>	<u>\$23.84</u>	<u>\$2.15</u>	<u>\$2.90</u>	\$0.00	<u>\$1.37</u>	\$1.12	\$0.28	\$0.16	<u>\$31.82</u>

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.

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.

In order to be competitive, the parties agree that a probationary worker under this agreement shall not be paid either the Benefit Plan 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.

The minimum rate for a probationary worker shall be the applicable hourly rate commensurate with their experience as outlined in this Appendix, 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.

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.

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.

PROBATIONARY WORKER FORM

NAME:	
SIN:	
DATE OF BIRTH:	
FULL ADDRESS:	
HOME PHONE:	
CELL PHONE:	
EMAIL ADDRESS:	

I, the undersigned, agree that I will work as a Probationary Worker through Labourers Union Local 1115 for a period of between two and four weeks which may be extended up to eight weeks. During this probationary period, the hourly rate of pay will 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 & holiday pay. It is also agreed that 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 1115.

At the conclusion of the probationary period, the Probationary worker will either be offered membership with the Union or dismissed..

Signed at _____ this _____ day of _____, 20____.

Signature

PROBATIONARY WORKER REPORT – BI-WEEKLY

COMPANY NAME:			
FOREMAN:			
EMPLOYEE NAME:			
EMPLOYEE ADDRESS:			
LEVEL:	1 st Level	2 nd Level	<u>Journey</u> person

PERFORMANCE LEVEL:	UNACCEPTABLE	ACCEPTABLE	GOOD	VERY GOOD	OUTSTANDING
Is able to follow instructions					
Is able to pick up skills quickly					
Follows all safety regulations					
Works well with others					

ATTENDANCE LEVEL:	PLEASE CIRCLE RESPONSE	
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:

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.

REFERRAL OF LABOURERS:

Request for Labourers shall be placed by Management 8:00 a.m. - 5:00 p.m., the day previous to the request. If there is a request for a person to report at other than the regular starting time and they are refused work or no work is available, they will be paid four (4) hours at the regular rate of pay. If they work more than four (4) hours on that occasion, they will be paid eight (8) hours at the regular rate of pay.

INJURED ON SITE:

Labourers, when injured on the site and who require medical attention, will receive pay for the day, eight (8) hours at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, they shall experience no loss of pay.

MASONRY CONSTRUCTION:

When contractors other than masonry contractors decide to perform their own masonry work on any project and utilize their Labourers as Masonry Tenders, the Labourers shall be paid in accordance with the Masonry Labourers Collective Agreement for Cape Breton Island and all conditions (monetary) shall apply.

BENEFIT PLAN:

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) Commercial Work – the following rate per hour for every hour worked:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
<u>\$2.50</u>	<u>\$2.60</u>	<u>\$2.70</u>	<u>\$2.80</u>	<u>\$2.90</u>

Administrator

Benefit Plan Administrators (Atlantic) Limited
 Ravine Centre Two
 38 Solutions Drive, Suite 100
 Halifax, NS B3S 0H1
 Phone: (902) 455-7277
 Fax: (902) 454-5936

PENSION PLAN:

- (a) The Administrator of the Fund shall be:

The Administrator

Labourers' Pension Fund of Central and Eastern Canada
 PO Box 9002
 Lakeshore West PO
 Oakville, ON L6K 0G1

- (b) It is agreed that the employer shall contribute and remit per hour worked
- the following rate:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
<u>\$6.50</u>	<u>\$6.75</u>	<u>\$7.00</u>	<u>\$7.15</u>	<u>\$7.30</u>

to the Administrator of the Pension Fund on or before the tenth (10th) day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.

- (c) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) For Pension purposes thirty (30) and out will apply.

LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS'-EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:

Employers and employees both recognize the need and benefits derived from education and training, cooperation and health and safety in our ever changing industry. It is therefore imperative that programs be provided for members of Labourers' Union, Local 1115 along with owners, part owners, senior management and middle management of firms employing Union members.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining fund shall be applied to the Welfare Plan.

The parties hereto agree that either party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

The employer shall remit the following amount:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
\$1.07	\$1.07	\$1.17	\$1.27	\$1.37

which includes twenty-two cents (0.22) per hour paid pursuant to the provisions of the Labourers' Training, Health & Safety and Labourers'-Employers Cooperation and Education Trust Fund per hours paid to:

Local Union 1115 Training and Trust Fund
Benefit Plan Administrators (Atlantic) Limited
Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1

Thirty cents (\$0.30) of this fund is an employer contribution. The balance has been deducted from the employee wages.

ORGANIZING/STABILIZING FUND – LABOURERS LOCAL 1115:

For *Commercial* projects all employers bound by this Agreement shall contribute, at the rate of one dollar twelve cents (\$1.12) for every hour paid to employees covered by this Agreement and for *Heavy Civil* projects all employers bound by this Agreement shall contribute at the rate of one dollar eight cents (\$1.08) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers Local 1115 Organizing/Stabilizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

Employers shall remit such contributions to the Labourers Local 1115 Organizing/Stabilizing Fund along with a list of all Labourer employees and their Social Insurance Numbers, on or before the fifteenth (15th) day of the month to the following address:

The Administrator

Labourers Local 1115 Organizing/Stabilizing Fund
2222 Sydney Road
PO Box 4502
Reserve Mines, NS B1E 1A0

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

CONSOLIDATED FUND:

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

The Administrator

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

INDUSTRY IMPROVEMENT FUND:

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

The Administrator

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

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

TRANSFERRING FROM SITE TO SITE:

It is agreed that Management has the right to transfer from site to site. It is also agreed that Management will not transfer all Labourers from site when Carpenters are employed on same Site (excluding small jobs) when there is Labourers' work to perform. Should a Steward be transferred, the Union will be notified.

MEALS:

When a Labourer is entitled to a meal as provided in this Agreement, they will receive same benefit every four (4) hours work thereafter.

GENERAL CLEAN UP (Including Clean Up Done in Conjunction With Other Crafts):

Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, and cleaning of all debris in the building and construction area shall be performed by Labourers. General clean up including sweeping, cleaning, washing down and wiping of construction facilities, equipment and furnishings; removal of debris, loading or burning of all debris, including crates, boxes, packaging and waste materials, washing or cleaning of interior walls, partitions, ceilings, windows, bathrooms, kitchens, lavatory and all fixtures and facilities therein, clean up, mopping, washing or dusting of all floors or areas. The employer shall have the right to hire a cleaning firm for final clean-up.

HEALTH AND SAFETY:

When required to work under conditions where rain gear and rubber boots are needed, they will be provided by the employer for use at the jobsite. Such apparel is to remain the property of the employer and is not to be removed from the jobsite. Where employees are issued pre-worn rubber boots, other than new boots, the employer shall supply plastic socks for sanitary reasons.

If required to work under such conditions, employees will not be penalized while waiting for such apparel.

The employer shall, under the above conditions, supply leather work gloves. These gloves shall remain the property of the employer and shall not be removed from the work site.

All safety gear (e.g. harnesses and lanyards) supplied by the company must be returned at the end of the job or costs of same shall be deducted from the final paycheque.

PILE DRIVING (Protective Clothing/Gloves):

The employer accepts the responsibility to provide coveralls and gloves required for Labourer employees when employed in pile driving crews for working conditions which are exceptional or would lead to speedier deterioration of personal clothing than under normal or usually accepted working conditions.

TUNNEL WORK:

Conditions for tunnel work to be as per those contained in the Industrial Projects Agreement.

TRAINING (UNFAMILIAR EQUIPMENT):

Persons instructing Labourers in the operation of unfamiliar equipment may operate the equipment in the course of instruction.

POWDERMAN HELPER:

There shall be a Powderman helper when blasting is being performed on a generally continuous basis.

WORK ASSIGNMENTS:

Labourers shall generally receive work assignments from Labour Foremen, however, when they are assigned to work under other Trade Foremen, they shall receive work assignments from such other Trade Foremen.

CONSTRUCTION INDUSTRY:

This Agreement covers Labourers engaged in the construction industry, site clearing, ten (10) acres or less and excepting street and highway construction.

CONCRETE POURS (LUNCH BREAK PERIOD):

When employees are required to continue a concrete pour which interferes with the normal lunch break (12:00/12:30 p.m.), they shall receive one-half (1/2) hour at time and one-half (1-1/2x) the regular rate of pay and shall be permitted to take a ten (10) minute break when that pour is completed.

SEVERANCE PAY:

Article 10F not applicable to Labourers who are not employed for a period of five (5) consecutive days.

When concrete pours commence before 8:00 a.m. and completed anytime before the normal quitting time (4:30 p.m.), employees shall remain on the project and complete their shift in accordance with Article 10D - Reporting Time.

JOB STEWARDS:

Subject to all other items and conditions of this Agreement, the Steward shall be the last person remaining on the job.

The loading and unloading and transportation, of all building materials from all jobsites to the employer's warehouse and vice versa shall be performed by members of the Labourers' Union.

MAKE-UP TIME:

Employees, due to adverse weather conditions only, who lose time during the normal scheduled hours of work (Monday through Friday), shall have the option to scheduled Saturday work at the regular hourly straight time rate of pay up to a total of forty (40) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a forty (40) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a forty (40) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

HEAVY CIVIL:

The provisions of this clause shall apply where inconsistent with other provisions of this Appendix or the Collective Agreement.

The following listed projects: Demolition of structures, bridges, overpasses, marine, crib and related work, shall be subject to the following hourly rate and conditions:

NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025

HEAVY CIVIL - LABOURERS									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org./Stab Fund	Consol. Fund	IIF	Total Pkg
<u>July 30, 2020</u>	<u>\$25.45</u>	<u>\$2.29</u>	<u>\$2.50</u>	<u>\$6.50</u>	\$1.07	\$1.08	<u>\$0.28</u>	\$0.16	<u>\$39.33</u>
<u>July 1, 2021</u>	<u>\$25.59</u>	<u>\$2.30</u>	<u>\$2.60</u>	<u>\$6.75</u>	\$1.07	\$1.08	\$0.28	\$0.16	<u>\$39.83</u>
<u>July 1, 2022</u>	<u>\$25.91</u>	<u>\$2.33</u>	<u>\$2.70</u>	<u>\$7.00</u>	<u>\$1.17</u>	\$1.08	\$0.28	\$0.16	<u>\$40.63</u>
<u>July 1, 2023</u>	<u>\$26.32</u>	<u>\$2.37</u>	<u>\$2.80</u>	<u>\$7.15</u>	<u>\$1.27</u>	\$1.08	\$0.28	\$0.16	<u>\$41.43</u>
<u>July 1, 2024</u>	<u>\$26.73</u>	<u>\$2.41</u>	<u>\$2.90</u>	<u>\$7.30</u>	<u>\$1.37</u>	\$1.08	\$0.28	\$0.16	<u>\$42.23</u>

Street and Highway work shall be subject to the rates and classifications per the Municipal Ready-Mix Limited Highway Agreement.

In addition to the rates and classifications the employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund, Organizing/Stabilizing Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.

The normal hours of work shall consist of ten (10) hours per day (Monday through to Friday) between the hours of 7:00 a.m. and 6:00 p.m. for a maximum of fifty (50) hours per week. The lunch period shall normally be 12:00 to 12:30 p.m. Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto (Union and employer).

The employer shall allow two (2) ten (10) minute rest periods in each ten (10) hour shift; one (1) rest period in the first five (5) hours and one (1) in the last five (5) hours. The time for breaks shall be designated by the employer. Employees shall be notified of such break time. The ten (10) minute duration shall be measured from the time the employee ceases their labour to commencement of labour.

An eight (8) hour day may be scheduled when the ten (10) hour day is impractical, however overtime provisions shall apply when work day exceeds ten (10) hours.

MAKE-UP TIME:

Employees, due to adverse weather conditions only, who lose time during the normal scheduled hours of work (Monday through Friday), shall have the option to scheduled Saturday work at the regular hourly straight time rate of pay up to a total of fifty (50) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a fifty (50) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a fifty (50) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

OVERTIME:

Overtime hours worked beyond the ten (10) hours per day (Monday through Friday) shall be paid for at one and one-half times (1/2x) the above established hourly rate of pay.

The following Articles of the Collective Agreement shall not apply to work defined as Heavy Civil under this clause:

ARTICLE 10F:

Termination of Employment or Layoff. That section of this Article 10F.01 – 10F.02 establishing severance pay shall not apply to Heavy Civil Work.

ARTICLE 10D:

Reporting Time - This Article of the Collective Agreement shall not apply to work defined as Heavy Civil under this clause.

ARTICLE 11A:

Subsistence as defined under Article 11A.06 of this Article shall not apply to work defined under this clause - Heavy Civil.

This clause entitled "Heavy Civil" shall apply for the term of the present Collective Agreement only and shall be terminated by either party, if so desired, at the expiry of this Agreement. This clause shall not apply to any work performed on Commercial Projects and Projects defined under Article 1B - Industrial Definition.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD

DOUGLAS SERROUL

BRIAN LUND

ANTHONY PARSONS

CLAYTON BARTLETT

MATT MACVICAR

APPENDIX NO. 4“B” – LABOURERS – COMMERCIAL**WATER & SEWERLINE CONSTRUCTION****BETWEEN**

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

- AND -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115
(hereinafter referred to as the "Union")

The provisions of this Appendix "B" shall apply where inconsistent with other provisions of the Agreement (and Appendix "A"), however, it does not apply to Water and Sewer Work which is incidental to Building Construction. Labourers shall generally be engaged in the testing of Watermain and Sewerline pipe.

HOURS OF WORK:

The normal hours of work shall consist of ten (10) hours per normal work day, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. The lunch period shall normally be 12:00 to 12:30 p.m. Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the Parties hereto (meaning Union and employer).

The employer shall allow two (2) ten (10) minute rest periods in each ten (10) hour shift; one (1) rest period in the first five (5) hours and one (1) in the last five (5) hours. The time for breaks shall be designated by the employer. Employees shall be notified of such break time. The ten (10) minute duration shall be measured from the time the employee ceases their labour to commencement of labour.

An eight (8) hour day may be scheduled when the ten (10) hour day is impractical and overtime provisions will apply after eight (8) hours.

WATERMAIN AND SEWERLINE PIPE:

Pipe shall be stockpiled in areas designated by the employer, but the distribution of same shall be performed by Labourers.

MAKE-UP TIME:

Employees, due to adverse weather conditions only, who lose time during the normal scheduled hours of work (Monday through Friday), shall have the option to scheduled Saturday work at the regular hourly straight time rate of pay up to a total of fifty (50) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a fifty (50) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a fifty (50) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

REPORTING TIME:

Reporting time shall be as per Article 10D, except the four (4) hours shall be changed to five (5) hours when the ten (10) hour day is in effect.

MAN-HOLES:

When Labourers are required to work in active man-holes, the employer for sanitary reasons, shall provide an adapter (pipe and elbow) suitable for any existing active sewer line.

TERMINATION OF EMPLOYMENT OR LAY-OFF:

Shall be as per Article 10F, except the hours set out shall be changed to coincide with the ten (10) hour day.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES**FOR THE EMPLOYER**

ROBERT SHEPHERD

BRIAN LUND

CLAYTON BARTLETT

FOR THE UNION

DOUGLAS SERROUL

ANTHONY PARSONS

MATT MACVICAR

APPENDIX NO. 4“C” – MASONRY LABOURERS – COMMERCIAL

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

-AND-

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115
 (hereinafter referred to as the “Union”)

NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025

MASONRY LABOURER									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org./Stab Fund	Consol. Fund	IIF	Total Pkg
<u>July 30, 2020</u>	<u>\$29.98</u>	<u>\$2.70</u>	<u>\$2.50</u>	<u>\$6.50</u>	\$1.07	\$1.12	<u>\$0.28</u>	\$0.16	<u>\$44.31</u>
<u>July 1, 2021</u>	<u>\$30.12</u>	<u>\$2.71</u>	<u>\$2.60</u>	<u>\$6.75</u>	\$1.07	\$1.12	\$0.28	\$0.16	<u>\$44.81</u>
<u>July 1, 2022</u>	<u>\$30.44</u>	<u>\$2.74</u>	<u>\$2.70</u>	<u>\$7.00</u>	<u>\$1.17</u>	\$1.12	\$0.28	\$0.16	<u>\$45.61</u>
<u>July 1, 2023</u>	<u>\$30.85</u>	<u>\$2.78</u>	<u>\$2.80</u>	<u>\$7.15</u>	<u>\$1.27</u>	\$1.12	\$0.28	\$0.16	<u>\$46.41</u>
<u>July 1, 2024</u>	<u>\$31.27</u>	<u>\$2.81</u>	<u>\$2.90</u>	<u>\$7.30</u>	<u>\$1.37</u>	\$1.12	\$0.28	\$0.16	<u>\$47.21</u>

In addition to the hourly rates the employer shall pay the amounts as set out in the Benefit Plan, Pension Plan, Training Fund, Organizing/Stabilizing Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.

INTERPRETATION:

This Appendix applies solely to members of the Labourer's International Union of North America, Local 1115, engaged as Masonry, Fire Brick/Refractory, Stone Mason, Plasterers, Stucco and Pre-cast, tile and lock stone tenders in the construction of buildings, chimneys, stone fire places, stone and masonry walls, landscaping, etc. Also the transportation and hoisting (hand or power equipment) of masonry materials to all of the masonry trades.

STATEMENT OF PRINCIPLES:

The employer and the Union agree that no rules, customs or practices shall be permitted to limit production or increase the time required to do this work, provided, however, that safety precautions are strictly observed at all times.

RECOGNITION:

The employer agrees that the Labourers' International Union, Local 1115, is the sole bargaining agent for the Masonry Tenders in accordance with the interpretation in the area of Cape Breton Island, and the Union agrees that the Nova Scotia Construction Labour Relations Association is the sole bargaining agent for the employers party to this Appendix.

RE-OPENER:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between the Labourers' International Union, Local 1115 and the CLRA may be amended upon the agreement the Union and the CLRA.

ENABLING:

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

TERMINATION OF CONTRACT:

If either of the contracting Parties desires to alter the terms of this Appendix at its expiration, three (3) months' notice shall be given prior to its expiration, and every effort shall be made to reach a settlement on or before June 30, 2025.

It is agreed between the employer and the Labourers' International Union, Local 1115, that this Appendix, upon signing, becomes effective. In witness whereof the contracting Parties have executed this Appendix the day and date first above written.

MANAGEMENT RIGHTS:

The Union recognizes that all management rights and functions are retained by the employer, except as expressly abridged or modified by this Appendix. The rights of the employer in the exercise of its functions of management shall include, but are not limited to, the following:

- The right to maintain order, discipline and efficiency.
- The right to direct the working forces, plan and control operations, schedule and assign work to employees and establish company rules.
- The right to hire, promote, demote, transfer, classify, re- classify, and layoff employees.
- The right to determine the content of each job, and to discipline or discharge any employee for cause, however, that any discipline or discharge of any employee for cause shall be subject to the right of the employee to lodge a grievance in a manner and to the extent provided in this Appendix.

BUSINESS AGENT AND JOB STEWARDS:

The Union shall, from time to time, advise the employer in writing of the name (s) of its current Business Agent(s).

The Business Agent and/or International Representative shall have access to the job sites in the performance of their duties in servicing this Appendix, provided they have notified the employer's Superintendent and/or Project Manager. The Business Agent and/or International Representative shall not interfere in any way with the progress of the work.

The Union may appoint a Job Steward from the employees regularly working on the job, and such Job Steward shall be recognized by the employer as representative of the Union on such jobs. It is specifically agreed that the Job Steward will not absent themselves from regular duties for the purpose of Union business without first obtaining permission. The Union will notify the employer in writing, of the name of the Job Steward appointed.

It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job.

Subject to all other terms and conditions of this Appendix, the Shop Steward shall be second to the last person remaining on the job or shop. Should work that the Steward is qualified for be phased out, the Steward may be laid off after the employer has notified the Union.

The Union is to be notified if the Shop Steward is to be laid off.

The Shop Steward shall work on the job at all times when members of their Union are working on the job site. If the Shop Steward is unable to work, they or their Business Agent shall appoint an alternate Steward.

A Steward will normally remain on a job, however, should their skills be required on another site, they may be transferred with notification to the Union.

FOREMEN:

All Foremen shall be members of the Union.

When nine (9) Tenders are employed, there will be eight (8) Tenders and one (1) working Foreman. When the tenth (10th) Tender is hired, the Foreman will not work.

When the work force is less than nine (9) Tenders, Tenders will receive instructions from the Project Superintendent.

UNION SECURITY:

The employer agrees to employ as Masonry Tenders in accordance with the interpretation, only members of Local 1115 to perform the stipulated classifications.

Hiring on site shall be on a ratio of one for one basis (1:1). The 1:1 ratio shall commence from the Union office. The odd worker shall be requested from the Union office.

Employers hiring on site shall to notify the Union office for clearance of the person to be hired.

The employer may request through the Union qualified available workers in good standing with the Union, who had previously been on the payroll for six (6) months and who are being called back within thirty (30) working days of termination, and such workers may be supplied at the sole discretion of the Business Agent or their authorized representative.

The Union agrees that no discrimination shall be shown against any non-working Foreman, and that they shall be saved harmless from any disciplinary action for any activity performed in the scope of their management duties and responsibility.

Employers shall not transfer or loan employees to other contractors either on or off the job site.

SUB-CONTRACTS:

The employer agrees that it will not sub-contract work to any contractor who is not under the Collective Agreement with the appropriate signatory Building Trades Council Union, excluding speciality contracts not normally performed by the above Trades Council Union.

HOURS OF WORK AND OVERTIME:**A. *Regular Hours:***

The regular hours of work shall be 8:00 a.m. to 4:30 p.m. with one half hour (1/2) for lunch, Monday to Friday inclusive, for a forty (40) hour week.

B. *Premium Rate for Shift Work:*

When management requires two (2) or more shifts within the twenty-four (24) hours, the following work schedule will apply:

Four (4) hours work with one half (1/2) hour for lunch, and three (3) hours worked after lunch will require eight (8) hours pay at the regular hourly rate. All hours worked over seven (7) hours per day by the second and third crews on shift work shall be paid as time and one half (1-1/2x) of the regular hourly rate. This schedule is to apply to shifts when worked for more than ten (10) consecutive work days.

C. *Overtime:*

Minimum overtime worked shall be one (1) hour at the overtime rate. The first three (3) hours of overtime in any one (1) week period Monday through Friday shall be paid for as time and one half (1-1/2x). All additional overtime hours shall be paid for as double time (2x). All hours worked from 12:00 a.m. to 8:00 a.m. except shift work, shall be paid as double time (2x).

When mortar, stucco and plaster mixers, etc. are requested to commence mixing before 8:00 a.m., all time worked in excess of fifteen (15) minutes shall be considered as overtime and subject to this Article. When mixing functions cease for the shift, mixers shall not be compelled to perform any work other than work pertaining to mixer functions only.

D. *Overtime and Lunches:*

An employee held out on overtime shall not be denied their next normal shift, should they desire to work that shift. If it is estimated that the overtime hours are more than two (2) hours, a hot supper will be provided at the end of the regular shift and a hot meal every four (4) hours thereafter while working. The meal is to be taken on company time. If the above suppers are not supplied, the employee shall receive one (1) hour's pay extra.

E. *Overtime Premiums:*

All premiums, differentials shall be included when double time (2x) is being calculated.

F. Weekends, Holidays:

Masonry Tender required to work by management on Sundays, Saturdays, or designated holidays shall be paid at double (2x) the regular hourly rate on these shifts.

Overtime hours on Saturdays, Sundays or designated holidays are to be paid as time and one half (1-1/2x) of this double time (2x) rate.

All overtime hours worked on contract holidays will be paid as time and one half (1-1/2x) of the double time (2x).

The practice of banking overtime hours shall not be permitted.

CALL-OUT MINIMUM:

If an employee is called out by management to work after 8:00 a.m. on a normal work day (Monday to Friday) or on a Saturday, Sunday or contract holiday, they shall receive a minimum of two (2) hours' pay. If they work more than two (2) hours, they will receive four (4) hours pay. If they work more than four (4) hours, they shall receive eight (8) hours pay. Overtime hours are to be paid as time and one half (1-1.5x) the double time (2x).

When Masonry Tenders or members of Local 1115 are requested by management through the Union office on normal work days, 8:00 a.m. to 4:30 p.m., Monday through Friday, regardless of the time the manpower order was placed, they shall receive eight (8) hours at the Masonry Tenders hourly rate.

EXTRA WORK:

No member of this Union who is regularly employed shall sell their services outside working hours. Any member of this Union or Association found breaking the terms of this Appendix shall be dealt with according to the Constitution of the Union or Association.

REPORTING TIME:

When an employee reports to their regular job or warehouse and is unable to go to work for any reason other than inclement weather (rain, snow, etc.), or the result thereof, they shall be paid two (2) hours for reporting. If requested to stay, they shall be paid waiting time at the regular rate. Should the employer determine that weather conditions are such that work will not proceed, then the employee will be advised to leave or stay at the commencement of the shift.

COFFEE BREAK:

The employer will grant a coffee break not exceeding ten (10) minutes each in the morning and once in the afternoon of each working day. Ten (10) minutes is the maximum lost time from work on each coffee break.

CLEAN-UP PERIOD:

The employer agrees that Masonry Tenders, etc. shall have a clean-up period of five (5) minutes to put away gear, etc.

SAFETY:

The employer agrees to adopt the Occupational Health & Safety Act.

The employer agrees to keep all tools sharp and in working condition. Safety glasses will be supplied by the employer, when required. An employee who has been injured on the job and who requires medical attention will be paid for the full day at the regular rate providing that a medical report is provided which states that the employee is unable to work.

When required to work under conditions where rain gear and rubber boots are needed, they will be provided to the employees for use at the job site. Such apparel is to remain the property of the employer and is not to be removed from the job site.

SICKNESS:

An employee may be granted a leave of absence, without pay, by the company, for periods not exceeding two (2) weeks, if work permits, and the reasons for such leave of absence are valid. If an employee asks for a leave of absence for longer than two (2) weeks, such leave will be granted without pay if the reason for such leave is valid.

In case of sickness, any employee who is known to be ill, supported by a doctor's certificate, will be granted sick leave without pay not to exceed three (3) months. If the illness continues beyond three (3) months, sick leave may be granted for an additional three (3) months or fractions thereof on approval of the company.

TOOLS AND ACCOMMODATIONS:

All tools to be supplied by the employer. The eating quarters are to be kept clean, of sufficient size to eat lunch, change clothing and heated in season. At no time are tools or materials to be stored in these quarters. It is recognized by the Union and Management that if the entire work force employed on one (1) project does not exceed six (6) workers, then common quarters may be used by trades and masonry tenders.

On projects of short duration, the Union agrees that when less than four (4) Masonry Helpers are employed, the employer shall not be compelled to provide lunch and toilet facilities.

UNION DUES:

The employer agrees that upon receipt of an authorization card signed by the employees, to deduct current union dues, arrears, and initiation fees from the wages of the employee each week and to send the monies monthly to the Union, together with a list of names and social insurance numbers and amounts paid by each employee. Initiation fees shall be deducted over a four (4) week period.

Any employee who refuses or neglects to sign the provided form or who revokes the authorization or who resigns their membership in the Union will be deemed to have voluntarily separated and their employment will be terminated. There shall be no financial liability on the part of the company under this Article, except to the Union for actual sums deducted. The Union shall have the right to alter their dues structure, providing that the structure is not changed more than once in any twelve (12) month period and the employer receives from the Union two (2) months notice prior to any change taking effect.

CONSOLIDATED FUND:

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

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

INDUSTRY IMPROVEMENT FUND:

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

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

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

DISCIPLINE:

The company's normal procedure in disciplining an employee will be:

- Warn the employee in writing (copy sent to the Union).
- A repetition by the same employee automatically involves suspension; the length of the suspension is to be at the discretion of the management, but it is not to exceed two (2) weeks.
- A further repetition automatically involves a discharge.

TERMINATION OF EMPLOYMENT:**A. *Layoffs and Severance Pay:***

Layoffs shall occur only at 4:30 p.m. Upon being laid off, each employee shall receive severance pay of two (2) hours at the regular hourly rate. This clause does not include a temporary layoff of five (5) days or less. If not rehired within five (5) days, the employer must pay the two (2) hours' severance pay plus vacation pay.

B. *Notice of Layoff:*

Notice of layoff shall be given the employee at 4:30 p.m. Upon receiving notice, the employee shall be given two (2) additional hours' pay at the regular hourly rate as a severance pay (10 hours' pay for the day).

C. *Quitting:*

Any employee who quits their employment must give the employer two (2) hours' notice. When an employee quits without notice, the Union agrees that the employer dock their pay two (2) hours.

D. *Final Wages, Unemployment Insurance & Vacation Pay:*

On termination, Masonry Tenders, etc. employed by a local Contractor whose head office is located within Cape Breton shall receive their wages, unemployment insurance book and vacation pay, if necessary, within forty-eight (48) hours. Where Masonry Tenders are employed by a Contractor whose head office is located outside Cape Breton, wages, unemployment insurance books and vacation pay shall be sent by registered mail within five (5) working days of such termination. Failing this, the employer shall pay one (1) days pay for each day late, time as determined by the post office stamp.

When an employee quits, wages shall be paid on the next regular payday. Upon request, the employee shall receive their separation certificate and vacation pay within three (3) working days.

E. *Dismissal:*

Dismissal for cause may occur at any time.

CLASSIFICATIONS:

If any employee is engaged to do work over which the Union has jurisdiction, but which work is not included in the appended classifications, the following schedule shall be amended by adding such classification at an agreed premium.

Foreman (Working)	\$0.90
Foreman (non-Working)	\$1.15
Mortar, Plaster & Stucco Mixers (hand mixing)	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot).....	\$1.00
Truck Operators	Masonry Tender Rates
Conveyors	Masonry Tender Rates
Forklift	Masonry Tender Rates
Heathers & Fueling	Masonry Tender Rates
Electric/Air Chipping Tools.....	Masonry Tender Rates
Swing Stage & Bosun Chair	\$0.20 Plus Height Premium when Applicable
Sandblasting (sand + water).....	Masonry Tender Rates
Signalman	Masonry Tender Rates
Bellman	Masonry Tender Rates
Lock stones	Masonry Tender Rates
Environmental Worker.....	Basic Rate

These classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

MISCELLANEOUS:

Employees, due to adverse weather conditions only, who lose time during normal scheduled hours of work (Monday through Friday) shall have the option to work Saturday at the regular hourly straight time rate of pay up to a total of forty (40) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a forty (40) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a forty (40) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

Washing Pre-cast and Brick-Ratio:

When Masonry precast requires washing or cleaning, there shall be one (1) labourer employed for one (1) mason. Neoprene gloves to be supplied by the employer.

Leave of Absence:

Leave of absence shall be granted Union personnel upon request when delegated to attend Union business, provided reasonable notice is given to the employer.

The transporting of all masonry materials including safety staging, planks, etc. from warehouse to projects and from projects to warehouse shall be performed by Masonry Tenders or members of L.I.U.N.A., Local 1115.

Masonry units weighing eighty-seven and one-half (87 1/2) pounds or over shall be handled by two (2) Masonry Tenders (pilaster blocks).

PAY DAY:

The employer shall pay their employees weekly on the job or at the shop before quitting time Friday, and if paid by cheque, the same to be issued during banking hours and the Shop Steward to be permitted with pay to take the employees' cheques to the bank to be cashed. If paid at least twenty-four (24) hours previous to 4:30 p.m. Friday, the last part of this paragraph will not apply. All cheques must be payable at par. The employer shall give to the employees with each pay a statement showing the following:

1. The number of hours paid, both regular and overtime.
2. The rates per hour at which the calculation is made.
3. The gross amount of pay.
4. The net amount of pay.
5. The date of pay period covered.
6. The amount and nature of each deduction; vacation cheques to be made separately from Weekly pay of termination cheque.
7. Overtime hours.

HEIGHT PAY:

Employees required to work on scaffolds, structural steel, swinging stages, bosun chairs, towers, stacks or catwalks, shall receive height pay. The starting point shall be designated as "ground level". This section also applies to the interior of a building where there is work fifteen metres (15m) above a "free fall".

Schedule of Height Pay**Basic Masonry Tender Rates**

0 – 14.99 metres	Basic Rate
15 – 17.99 metres	\$0.20
18 – 23.99 metres	\$0.40
24 – 30 metres	\$0.80

An additional forty cents (\$0.40) per hour for every six metres (6m) thereafter.

CONTRACT HOLIDAYS:

The following holidays shall be contract holidays - paid:

Labour Day, Thanksgiving Day, Remembrance Day, Canada Day

Any employee on the payroll the week previous to any contract holiday and who works their last available workday shall be paid for the contract holiday at the regular hourly rate. Employees to be paid for contract holidays regardless of the date of the week (7 day) holidays fall on.

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

BENEFIT PLAN:

The Parties hereto agree to the establishment of a Benefit Plan as follows:

The Trust Document under which the fund is controlled shall provide equal Trustees in number and power to be appointed by each of the Parties hereto. The Benefit Plan shall be professionally administered. Each employer shall sign a Participation Agreement as approved by the Trustees.

For Commercial Projects the employer shall make contributions at the following rate for each hour worked:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
<u>\$2.50</u>	<u>\$2.60</u>	<u>\$2.70</u>	<u>\$2.80</u>	<u>\$2.90</u>

The Administrator

Benefit Plan Administrators (Atlantic) Limited
 Ravine Centre Two
 38 Solutions Drive, Suite 100
 Halifax, NS B3S 0H1
 Phone: (902) 455-7277
 Fax: (902) 454-5936

PENSION PLAN:

The Administration of the Fund shall be:

The Administrator

Labourers' Pension Fund of Central and Eastern Canada
 Lakeshore West PO
 Oakville, ON L6K 0G1

It is agreed that the employer shall contribute and remit the following rate per hour worked:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
<u>\$6.50</u>	<u>\$6.75</u>	<u>\$7.00</u>	<u>\$7.15</u>	<u>\$7.30</u>

to the Administrator of the Pension Fund on or before the 10th day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.

It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change. For Pension purposes thirty (30) and out will apply.

LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS' – EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:

Employers and employees both recognize the need and benefits derived from education and training, cooperation and health and safety in our ever-changing industry. It is therefore imperative that programs be provided for members of Labourers' Union Local 1115 along with owners, part owners, senior management and middle management of firms employing Union members. The Labourers Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the Parties to this Appendix and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement. If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function then the contributing monies to that component shall be applied to the Welfare Plan.

The Parties hereto agree that either Party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs. Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

The employer shall remit the following rate per hour paid:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
\$1.07	\$1.07	<u>\$1.17</u>	<u>\$1.27</u>	<u>\$1.37</u>

which includes twenty-two cents (0.22) per hour paid pursuant to the provisions of the Labourers' Training, Health & Safety and Labourers'-Employers Cooperation and Education Trust Fund per hours paid to:

Local Union 1115 Training and Trust Fund
Benefit Plan Administrators (Atlantic) Limited
Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1

Thirty cents (\$0.30) of this fund is an employer contribution. The balance has been deducted from employee wages.

ORGANIZING / STABILIZING FUND - LABOURERS LOCAL 1115:

All employers bound by this Appendix shall contribute at the rate of one dollar twelve cents (\$1.12) for every hour paid to employees covered by this Appendix, to a Fund to be known as the Labourers Local 1115 Organizing/Stabilizing Fund. The contribution is in addition to the hourly rate as set out in this Appendix. Employers shall remit such contributions to the Labourers' Local 1115 Organizing/Stabilizing Fund along with a list of all Labourer employees and their Social Insurance Numbers, on or before the 15th day of the month to the following address:

Labourers Local 1115 Organizing/Stabilizing Fund

Attention: The Administrator

2222 Sydney Road

PO Box 4502

Reserve Mines, NS B1E 1A0

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

The purpose of the Organizing/Stabilizing Fund is to provide employers, upon application which has been approved in accordance with this Appendix, by representatives of the Union, with a subsidy for all hours paid by employees on cost-sensitive jobs. The Fund may be discontinued by thirty (30) days notice from the Union, however, only after all financial arrangements are made to ensure enough monies are available to satisfy all subsidies which have been granted.

APPLICATION OF APPENDIX:

In order to maximize employment opportunities through increased competitiveness for unionized Masonry Contractors and Masonry Labourers, it is agreed that the employer and employees affected may agree on provisions relating to hours of work, and travel arrangements different from those set out herein for residential and work of a commercial nature which is awarded without tender.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES

FOR THE EMPLOYER

ROBERT SHEPHERD

BRIAN LUND

CLAYTON BARTLETT

FOR THE UNION

DOUGLAS SERROUL

ANTHONY PARSONS

MATT MACVICAR

APPENDIX NO. 4“D” –LABOURERS – COMMERCIAL***CRAFT SCHEDULE “S” – SCAFFOLDER*****ARTICLE 1 – FORM OF AGREEMENT**

- 1.01 The Collective Agreements and Appendices between the Union(s) and the CLRA, 2020-2025 shall be considered the Master Agreement and shall be applicable except where as otherwise provided herein.

ARTICLE 2 – PURPOSE

- 2.01 The purpose of this Schedule is to address the unique nature of scaffolding work in the ICI sectors of the industry.
- 2.02 This Schedule shall apply equally to Appendices 4 “A” and 4 “B”.

ARTICLE 3 – QUALIFICATIONS

- 3.01 (a) All scaffolding training under the Labourers’ International Union of North America (LIUNA), Local Union 1115 has been changed to a program which consists of an eight (8) week Scaffolding training course approved by the Scaffolding Industry Association of Canada – Atlantic Chapter.
- (b) A member who completes the above Scaffolding training course must also demonstrate that they have up-to-date training in Rigging, Safety and Forklift/Aerial Lift training courses which have also been approved by the Scaffolding Industry Association of Canada – Atlantic Chapter. Members must have up-to-date certification in these courses before they can be considered to have completed the Scaffolding training program.
- (c) After the successful completion of the above program, the member will be recognized as an Apprentice 2 Level.
- (d) A LIUNA member with proven previous experience, after the successful completion of the above program and based on the recommendation of the course instructor, may be recognized as an Apprentice 3 Level. The Instructor will provide notice of their intent, with rationale, to the “Scaffolder Training Committee” during week eight (8) of the Scaffolding training course. The committee will have five (5) business days to veto the rating. If not vetoed, the rating will apply on graduation. Graduation will not occur until five (5) business days from the date the Instructor provides notice to the Scaffolding Training Committee under this Article.

- 3.02 To receive an upgrade in apprenticeship level, the member must provide Local 1115 with their Scaffolding hours.
- (a) This documentation must be written on a unionized company’s letterhead and signed by authorized personnel.
- (b) Only LIUNA hours are accepted.
- 3.03 A total of four thousand (4000) “hands on” Scaffolding hours with a LIUNA contractor are required to be eligible to challenge the Journeyperson Certification.

LEVEL	REQUIREMENT FOR UPGRADE	PROGRESS TO
Apprentice 1	2000 hours	Apprentice 2
Apprentice 2	2000 hours	Apprentice 3
Apprentice 3	2000 hours	Journeyperson (Eligibility)

- 3.04 Members who are currently classified as a Scaffolder Journeyperson within Local 1115 will retain their status.
- (a) These members may be required to challenge the Scaffolder Journeyperson Certification at the discretion of the Scaffolder Training Committee.
- (b) These members may apply for a Scaffolder Journeyperson card.
- A letter of recommendation from a LIUNA employer, stating the applicant is competent as a journeyperson, may apply.
 - An administration fee may apply.

ARTICLE 4 – SCAFFOLDER TRAINING COMMITTEE

- 4.01 This committee will be made up of two (2) members from the union and two (2) members from the employers group.

Within thirty (30) days of the appointment of this committee, they will meet to develop the “Terms of Reference” which will include, among other things, the creation of a log book for new entrants, reference to the committee auditing examinations and the contractor’s right to refer suspect qualifications to the committee for determination.

ARTICLE 5 – MINIMUM TOOL LIST

5.01 TOOLS FOR LABOURERS PERFORMING SCAFFOLDING

- Claw Hammer
- Side Pouch
- Adjustable Wrench – 10” or larger
- Magnetic Torpedo Level
- Wedge/Punch
- 25’ or 8m Tape
- Handsaw

Employee has option to buy their own safety harness, which must meet the employer’s safety policies.

The Employer has the responsibility to inspect the harness, shock absorber and lanyard as per the Occupational Health & Safety Act.

ARTICLE 6 – WAGES

0-2000 hours (Apprentice 1).....	55%
2001-4000 (Apprentice 2).....	70%
4001-6000 (Apprentice 3).....	85%
6001+	<u>Journey</u> person rate

The applicant must successfully pass the scaffolder examination to upgrade to the Journeyperson rate.