

MEMORANDUM OF AGREEMENT

Between:

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

-and-

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA, LOCAL UNION 56**
(hereinafter referred to as the "Union")

BACKGROUND

1. Both parties recognize the need to have a well-trained cadre of Union members, ready to meet the needs of employers, and the challenges of the dynamic, competitive and safety sensitive construction industry on the mainland of Nova Scotia.

PURPOSE

2. The purpose of this MOA is to establish the "Work Ready Program" and set forth its terms and conditions, the scope of training and the responsibilities of the parties pertaining to this program.

TERMS AND CONDITIONS

3. The parties hereby establish a training program which shall be hereinafter referred to as the "Work Ready Program" (the "Program"). The Program is designed to ensure that members of the Union are properly trained so they are ready for immediate employment with unionized employers in the industrial and commercial sector of the construction industry on the mainland of Nova Scotia. The parties recognize the requirement to promote safety, ensure a uniformity in training and skills, avoid worker downtime due to training lapses, and maintain current qualifications and skills and records of those qualifications.

4. a) Each employer (“Employer” or Employers”) that is bound to the terms and conditions of the collective agreement between the NSCLRA and the Union covering work in the industrial and commercial sector of the construction industry on the mainland of Nova Scotia (the “Collective Agreement”) shall contribute, and remit to the Union thirty-five cents (\$0.35) for every hour worked by a member of the Union working under the terms of the Collective Agreement.
- b) For work on multi-story residential buildings and for work that is deemed to be “light commercial”, the Employer will remit eighty-five percent (85%) of the prescribed rate.
5. The parties agree that they will immediately upon signing this MOA, amend the Collective Agreement to enable the requirement to remit the hourly contribution to the Union.
6. All amounts to be remitted to the Union for the Program shall be remitted monthly to the Union by the fifteenth (15th) day of the month following.
7. The Union shall administer the Program and shall maintain all funds dedicated to the Program in a separate bank account.
8. The Program shall be audited annually. All audit reports shall be made available to the NSCLRA.
9. All training will be conducted under the auspices of the Union’s affiliated training centre.

TRAINING

10. The following courses will be offered to members of the Union:
 - a. Confined Space Generic (16-hour course, 2-year renewal)
 - b. Confined Space Refresher (8-hour course, 2-year renewal)
 - c. Fall Protection (8-hour course, 3-year renewal)
 - d. First Aid (8-hour course, 3-year renewal)
 - e. WHMIS 2015
 - f. CELT (Construction Entry Level Training)
 - g. Aerial Lift Platform training as appropriate
 - h. Welding Certifications:
 - i. F3/F4 (carbon stick)
 - ii. F6/F4 (carbon tig root/stick fill & cap)
 - iii. F6/F5 (stainless tig root/ stick fill & cap)
 - iv. CWB FCAW (wire feed)
 - v. CWB SMAW (stick)
 - vi. Brazing (copper to copper/copper to steel)

11. It is the responsibility of all Union Members to ensure that they obtain and/or maintain all required safety training and welding certification. All Union Members are required to obtain and/or maintain safety training and welding certification on their own time (i.e. evenings, weekends and when not working). However, if a Union Member requires Employer-requested welding certification or recertification during continuous employment with an Employer, the Employer shall pay the employee's wages for certification or recertification testing carried out during regular working hours. The Employer shall not be liable for any other costs associated with such welding certification or recertification.

ADVISORY COMMITTEE

12. While the Union will administer the Program, the parties agree to appoint a "Work Ready Program Advisory Committee (the "Advisory Committee").

13. The Advisory Committee will consist of six members. Three members will be appointed by the NSCLRA and three members will be appointed by the Business Manager of the Union.

14. The purpose of the Advisory Committee is to assist the Union with the delivery of the Program, with a view to optimizing cost efficiency, and ensuring that the training is relevant to industry needs, and within the financial means of the Program.

15. The Advisory Committee will monitor the cost and effectiveness of the Program, and may make recommendations to the CLRA and Union for adjustments to the prescribed rate of contribution.

16. The Advisory Committee will meet as necessary, but in any event, not less than twice per year.

TERMINATION OF PROGRAM

17. In the event the Program is discontinued, Employers will have no further obligation to contribute and remit to the Program. All funds already contributed by the Employers, less any reasonable expenses, shall be forwarded to the CLRA for distribution to Employers who contributed to the Program. The distribution will be on a pro rata basis.

TERMINATION OF AGREEMENT AND RENEWAL

18. This MOA will expire on April 30, 2026, but may be renewed by written agreement between the parties on such terms and conditions as they might agree.

EFFECTIVE DATE AND SIGNATURE

19. This MOA shall be effective upon the date of the last party to sign this MOA below. The parties indicate their agreement with this MOA by their signatures below:

AUGUST 9, 2021

Date

KAREN DWYER

For the NSCLRA

AUGUST 11, 2021

Date

DARREN MUISE

For the Union