

**CAPE BRETON COMMERCIAL PROJECTS
COLLECTIVE AGREEMENT
2020 - 2025**

- BETWEEN -

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

- AND -

VARIOUS BUILDING TRADE UNIONS

THIS AGREEMENT dated at Sydney, Nova Scotia this 3rd day of November, 2020.

EFFECTIVE DATE: JULY 30, 2020
EXPIRATION DATE: JUNE 30, 2025

Amendment #1 – Insulator 116 – January 24, 2021
Amendment #2 – Insulator 116 – January 2, 2022

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BETWEEN

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

OF THE FIRST PART

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

(hereinafter referred to as the "Unions")

OF THE SECOND PART

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

DIRECTORY

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

260 Brownlow Avenue, Unit 1
 Dartmouth, Nova Scotia
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www.nslra.ca

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

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

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Amendment #2 – Insulator 116 – January 2, 2022

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

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LOCAL UNION 1115**

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| Mr. Doug Serroul <i>Business Manager</i> | 902-539-5657 | 902-539-3290 | dougserroul@eastlink.ca |

**MILLWRIGHTS & MACHINE ERECTORS,
LOCAL UNION 1178**

PO Box 358
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**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION 721**

35 Cossitt Heights Drive
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**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES,
LOCAL UNION 1945**

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| Name & Title | Phone | Fax | Email |
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| Mr. Keith Fougere <i>Business Representative</i> | | | kfougere@dc39.ca |

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING,
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CANADA, LOCAL UNION 682**

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

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Edwardsville, Nova Scotia
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| Name & Title | Phone | Fax | Email |
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| Mr. Jack Wall <i>Business Manager</i> | 902-564-5526 | 902-564-9051 | smwia56@live.ca |

ARTICLE 1A - PURPOSE

- 1A.01 The Agreement shall apply to all construction jobs which are not Industrial Projects as defined in Article 1B herein, excluding street and highway construction and paving.
- 1A.02 The Parties hereto agree to abide by terms and conditions of the Agreement for Industrial Projects defined herein.
- 1A.03 This Agreement shall be a common Collective Agreement consisting of both the Articles and Appendices attached hereto.

ARTICLE 1B - INDUSTRIAL DEFINITION

1B.01 Industrial projects shall be defined as the initial construction or modernization of an Industrial Project such as listed in sub-paragraph (a), with a total Tender Value in excess of twenty-one million nine hundred thousand dollars (\$21,900,000.00) regardless of the individual Contractor's Tender Value, regardless of whether the Owner or their Consultant/Management decided to call Tenders for their respective Industrial Projects in phases and the Dollar Tender Value of phasing is maintained at twenty-one million nine hundred thousand dollars (\$21,900,000.00) or less. This amount shall be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada.

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

1B.02 (a) All work on an existing Industrial facility or facilities as listed above will be carried out under the terms and conditions of the Industrial Agreement except for small jobs where the total value of the Employer’s contract or contracts (all labour and material costs included) is less than two hundred and fifty thousand dollars (\$250,000.00). In such cases, the work may be performed under the terms and conditions of the Commercial Agreement. The total value of the Employer’s contract or contracts shall include the value of all contracts awarded to the Employer on a particular site or project that is project or function related, and regardless of whether the Owner or their Consultant/Management decided to call tenders or award the work in phases.

- (b) Prior to the start of work under Article 1B.02(a), the Employer must advise the Union(s) which have the trade jurisdiction over such work of the following:
 - (i) The location of the work;
 - (ii) The scope of the work to be performed;
 - (iii) The identity of the party to whom the Employer is contracted; and
 - (iv) The total value of the Employer's contract.
 - (c) If the Employer fails to comply with the requirements of Article 1B.02(b), the terms and conditions of the Industrial Agreement shall apply to the work.
 - (d) This Article shall not apply to existing work but shall only apply to work obtained by an Employer after the signing of this Agreement.
 - (e) Unless the Parties agree in writing to continue the amendments to Article 1B in this Agreement, any and all amendments to Article 1B agreed herein shall automatically expire on the upcoming expiration date of the Cape Breton Island Commercial Agreement, and revert to the wording of Article 1B that existed in the version of the Industrial Agreement that was in effect during the period of July 30, 2014 to June 30, 2017.
- 1B.03 The CLRA or the Council shall be entitled to call a joint meeting of the parties to clarify the classification of any job as industrial or commercial prior to tender closing.
- 1B.04 All shut-down work shall be performed under the terms and conditions of the Industrial Agreement. A shut-down is defined as all major mechanical maintenance on processing equipment performed on a site or facility constructed under the Industrial Agreement.
- 1B.05 Remediation work on Industrial, former Industrial, and Commercial sites shall be performed under the terms and conditions of the Commercial Agreement.

ARTICLE 2 - RECOGNITION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Subject to the limitations and specific terms of this Agreement, the management of the jobsite and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, transfer on site, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for 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.

ARTICLE 4A - UNION SECURITY

- 4A.01a When employees are required, the employer shall request the Union to furnish competent and qualified workers, and the Union shall supply, when available, competent and qualified workers as requested. Preference shall be given to permanent Union residents from the local geographical area who possess the necessary skills and qualifications. The employer will notify the Union, in writing, of all disciplinary action taken against an employee(s). The provisions of Article 4A.01 may be modified according to the Trade Appendices of this Agreement.
- 4A.01b Local Geographic Area is the area within sixty-four (64) road kilometres of a job site that is located outside the Sydney Free Zone and the Port Hawkesbury Free Zone.

An employer may transfer employees already on the payroll into a Local Geographic Area, regardless of their place of permanent residence as follows:

- 2 Transfers
- 2 Union Referrals
- 1 Transfer
- 1 Union Referral
- 1 Transfer
- 1 Union Referral
- 1 Transfer
- 1 Union Referral

for the first ten (10) workers.

Thereafter, manpower will be referred by the Union.

However, if for the first ten (10) workers the Union cannot supply referrals from the Local Geographic Area, the employer may substitute transfers at their option.

It is agreed that referrals from within the Local Geographic Area will be in accordance with standing on the Union's Out-of-Work List and that the Union shall not refer manpower from outside the Local Geographic Area until such time as all available members residing within the Local Geographic Area have been referred.

It is further agreed that existing hiring practices within the Sydney and Port Hawkesbury Free Zones shall not be affected by this provision.

- 4A.02 When an Employer in a Trade Division has work to be performed that is normally carried out by another Trade Division, then the employees required to do the work shall be hired from the union that normally supplied Tradespeople in the other Trade Division.
- 4A.03 If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays as contained herein, the Union(s) is (are) unable to supply the quantity of competent, qualified workers as requested, the employer may procure such workers elsewhere.
- 4A.04 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.
- 4A.05 The employer will hire a fair ratio of Apprentices to Journeypersons in each year of the Apprentices classification, as per Craft Appendix.
- 4A.06 A sub-contractor working under this Agreement who is under Agreement with the appropriate signatory Union, shall request the Union(s) to furnish competent and qualified workers for all the work to be performed on the jobsite, and the Union(s) shall supply, when available, such competent and qualified workers as requested. If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays as contained herein, the Union is unable to supply the competent, qualified workers requested, then the sub-contractor may procure such workers elsewhere.
- 4A.07 The employer agrees that employees employed within categories covered by the terms of this Collective Agreement shall be required, as a condition of continued employment, to become and remain a member of the appropriate Union within thirty (30) days after the date of hiring or the date of signing this Agreement.
- 4A.08 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns their membership in the appropriate Union, will be deemed to have voluntarily separated, and their employment will be terminated.

- 4A.09 Empowered by the Authorization Forms signed by each employee, the employer agrees to deduct weekly or from the first pay period of each month the amount certified by the Union as Dues.
- 4A.10 Should the employee be newly joining the appropriate Union, the employer agrees to deduct the Initiation Fee in the Amount that has been certified as the then current fee in the Nova Scotia Local Union having jurisdiction, when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees, such initiation fees shall be deducted in weekly instalments.
- 4A.11 The amounts so deducted shall be remitted by the employer to the proper Union at the address on file during the third (3rd) week of each month, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.
- 4A.12 The Union shall have the right to alter their dues structure, provided that the structure is not changed more than once in any twelve (12) month period and the employer receives two (2) months notice of such change.
- 4A.13 Employers shall not transfer their employees from their payroll to another employer on the same site or project, unless agreed to by the Union.
- 4A.14 Employers shall not hire for employment employees laid off or terminated by another employer on the same site or project (subject to the policy of the individual Unions).
- 4A.15 The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the respective signatory Union.
- 4A.16 The employer shall not discriminate against any employee by reason of their membership in the Union and/or their participation in its lawful activity.
- 4A.17 All workers secured from sources other than the Unions will be commonly known as Travel Card Workers and will be cleared by the appropriate Union before commencing work for the employer. Travel Card Workers shall be replaced by the appropriate Union members when such members are available:
- (a) after the Travel Card Worker has been employed for at least one (1) month; and
 - (b) after they receive a notice of layoff of one (1) working day.
- 4A.18 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the *Declaration of Support for the Reserve Force* signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 4B - STEWARDS

- 4B.01 The Business Agent or Business Manager shall appoint job/shop stewards and prior to such appointment shall discuss the appointment with the employer. The Steward of a member Union will be an employee of the employer who is a qualified journeyperson and who will perform the work of a journeyperson at the journeyperson's rate of pay. In addition to their duties as a journeyperson, they shall be permitted reasonable time to perform such of their Union duties as cannot be performed off the job. If it is necessary for the Steward to leave their work they must first obtain permission from the Foreman or Superintendent whenever possible. Such permission would not be unreasonably withheld. They shall assist the employer and the Union members in carrying out the provisions of this Agreement.
- 4B.02 It is agreed that only one (1) Steward and one (1) Alternate on each shift shall be recognized by each employer and the Union shall notify the employer in writing of the name of the Steward and their Alternate.
- 4B.03 Once appointed by the Business Manager for their respective shifts, Stewards shall not be transferred from job to job or shift to shift without approval of the Business Agent or Business Manager.
- 4B.04 The Employment of the Alternate Steward shall not be terminated until the employer has discussed the matter with the Business Agent/Manager or the Steward.
- 4B.05 The employer agrees to recognize the Steward and Alternate Steward appointed by the Business Manager. The Steward or Alternate (Alternate when the designated Steward is unavailable) shall be on the site whenever more than three (3) employees of their craft from the shift are working including overtime hours, Saturdays, Sundays and Holidays.
- 4B.06 Subject to all other items and conditions of this Agreement, the Steward shall be the second (2nd) last person remaining on the job/shop.
- 4B.07 The Steward may be on all committees pertaining to their craft. Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.

ARTICLE 5 - ACCESS TO THE JOBSITE

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

ARTICLE 6 - NO STRIKE - NO LOCKOUT

- 6.01 The Union and employees agrees that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the employer or any of them for the duration of this Agreement.
- 6.02 The Union and employees agrees that there shall not be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement.
- 6.03 Participation by an employee, or group of employees, in any act violating the above provision will be cause for disciplinary action.
- 6.04 The employer agrees that there will not be any lockout of employees during the term of this Agreement.

ARTICLE 7 - HEALTH AND SAFETY

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

- 7.09 Climatic protective clothing is to be supplied to the employees by the employer in accordance with the specifications of the applicable Trade Appendix.
- 7.10 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.
- 7.11 If an employee is injured while working on a premium rate of pay, the prevailing provincial legislation shall apply.
- 7.12 There will be no termination of an employee on compensation unless they so request or there is a lay-off of their trade thirty-five (35) days after the employee's accidental injury.
- 7.13 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination; if not, cost to be deducted from the employee's pay.
- 7.14 The employer shall provide adequate parking facilities for all employees on site where land is readily available for such use (public parking will not be paid for by the employer).
- 7.15 The parties agree to observe the applicable provincial legislation or Worker's Compensation.

ARTICLE 8A - PAY PERIODS

8A.01 Employees shall be paid by cheque during the regular working hours of Thursday each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. Employees shall be paid in a sealed envelope.

Pay may be made by way of direct deposit provided pay stubs (including a full statement of hours worked, Pension & Benefit and all contributions) are issued to employees on Thursday.

8A.02 There shall be a clear statement of all earnings and deductions on each employees' payroll slip. All employers shall include a full statement of employer contributions on the wage stub. Council agreed to have direct deposit, providing a clear statement of earnings, deductions and contributions including year to date totals excluding non-payroll contributions would be given to the employees weekly, if paid direct deposit or by cheque, on the job on Thursday each week. If Thursday or Friday is a holiday, the clear statement of earnings, deductions and contributions will be distributed on Wednesday. At the employer's discretion, statements may be provided electronically. Statements shall be made available for any employees who are not able to receive them electronically.

8A.03 In the event the Pension or Welfare Plan is discontinued for any reason whatever, the contribution shall be added to the hourly rate and become part of the wage package.

8A.04 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.

8A.05 When cheques are not distributed on Thursday in accordance with this Article the employees shall be allowed one-half (½) hour (paid) off to cash cheque on Friday. Should the employee not be paid until Monday of the following week, the employee shall receive one (1) days pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Monday through Friday.

8A.06 The employees' work week shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

8A.07 If working a four (4) by ten (10) hour day work week, a clear statement of earnings and deductions is to be given to the employee by afternoon break on Wednesday, if direct deposit is used.

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

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

ARTICLE 8B - WAGES

8B.01 The regular hourly rates of pay for each classification of workers shall be in accordance with the rates contained in the appended Trade Appendix of their trade and which apply to their classification. These Trade Appendices are attached hereto and are hereby made part of this Collective Agreement.

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

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

ARTICLE 8D – THE CONSOLIDATED FUND

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

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

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

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

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

| | |
|--|----------------------|
| Cape Breton Island Building Trades Council | \$0.25 |
| Nova Scotia Construction Sector Council | \$0.03 |
| TOTAL CONTRIBUTION FOR EACH HOUR PAID | <u>\$0.28</u> |

- (b) Should the CLRA and Council desire to increase the contribution provisions of the Consolidated Fund as set forth in paragraph (a), the parties agree that such increase in contribution shall be implemented if so desired provided that the Cape Breton Island Building & Construction Trades Council receives thirty (30) days notice of such amendment.
- (c) Each employer must forward to the Administrator, along with the Consolidated Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade.

8D.05 The Consolidated Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement.

8D.06 The parties hereto agree that either party pursuant to the Collective Agreement establishing the Consolidated Fund, shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding contributions, damages and all related costs.

8D.07 No grievance instituted by either party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions of timelines.

8D.08 In the event any one of the funds in Article 8D.04 (a) are wound up the following subdivision shall apply:

1. Cape Breton Island Building Trades Council portion of the Consolidated Fund shall be reduced by twenty-five cents (\$0.25) per hour paid and shall be added to the wage package.
2. Nova Scotia Construction Sector Council portion of the Consolidated Fund shall be reduced by three cents (\$0.03) per hour paid and shall be added to the wage package.

8D.09 Nova Scotia Construction Sector Council

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

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

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

ARTICLE 8E – INDUSTRY IMPROVEMENT FUND

8E.01 All employers must contribute each month to the Industry Improvement Fund a total sum equal sixteen cents (\$0.16) for each hour paid in that month to any employee covered by this Agreement. This will be paid by cheque made out in favour of the Industry Improvement Fund and forwarded to the Administrator at the following address on or before the fifteenth (15th) day of the following month:

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

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

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

ARTICLE 8F - DELINQUENT PAYMENTS

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

- (i) The Union shall advise the employer in writing of any delinquency.
- (ii) If within seven (7) days of receipt of notification exclusive of Saturday, Sunday and Holidays, the employer has failed to pay delinquent contributions or the employer or their Construction Labour Relations Association has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to an additional charge at the rate of twenty-five percent (25%) on all contributions/deductions in arrears.

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

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

ARTICLE 8G - VACATION AND VACATION ALLOWANCE

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

8G.02 The employer and employees shall mutually agree on the time that the employees shall take the annual vacation.

ARTICLE 9A – FOREMAN

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

ARTICLE 9B – GENERAL FOREMAN

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

ARTICLE 10A - NORMAL HOURS OF WORK

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

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

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

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

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

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

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

10A.03 ***Lunch Period:***

Lunch break shall be one-half (1/2) hour as scheduled and taken within one (1) hour of the mid-point of the normal hours of work. The lunch period will be measured from ceasing labour to commencement of labour and will be taken at a time mutually agreed by the parties hereto.

10A.04 Rest Period:

During each normal workday, Saturdays, Sundays, and shift work, 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-way point of the first half of the normal hours of work
- one (1) rest period at the mid-point of the second half of the normal hours of work.

Rest period will be measured from ceasing work to commencement of labour and will be taken at a time determined by the employer. When working a four (4) day, ten (10) hour schedule, the rest period will be fifteen (15) minutes each.

10A.05 Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto.

10A.06 The Union may agree that employees who have missed time during the normal scheduled hours of work, Monday through Friday, may agree to work extra hours including Saturdays at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 10B - SHIFT WORK

10B.01 (a) In the event that shift work is instituted, such shift work shall be scheduled between Sunday midnight and Friday midnight and shall continue for three (3) work days excluding Saturday, Sunday and Holidays. This three (3) day requirement will not apply to any job or work that entails jobs of short duration including maintenance, repair and replacement operations excluding new construction.

(b) When the Contractor schedules a work week of four (4) ten (10) hour shifts on days, and an evening shift is scheduled, it must also be four (4) ten (10) hour shifts between Monday and Thursday.

When a Contractor schedules a work week of five (5) eight (8) hour shifts on days and an evening shift is scheduled, it must also be five (5) eight (8) hour shifts between Monday and Friday.

The Contractor has the flexibility to start the Friday evening shift at an earlier time than the four (4) previous evening shifts in the same week.

10B.02 When more than one (1) shift is in operation, hourly rated employees, employed on the second shift and/or those employed on the third shift shall be paid a shift differential in accordance with the appropriate Trade Appendix.

10B.03 Where employees are receiving a shift differential and who work overtime hours on such shift, they shall continue to receive the shift differential for all such overtime hours but such differential shall not be included in the calculation of overtime.

10B.04 The employer shall allow a rest period of ten (10) minutes, once at the midway point of the first half of the regular scheduled shift and once at the midway point of the second half of the regular scheduled shifts.

10B.05 When work cannot be performed during normal working hours due to the owners' stipulations, employees may perform the work required outside of the normal working hours according to job requirements and specifications. No shift premium will apply.

ARTICLE 10C - OVERTIME

- 10C.01 All hours worked in excess of the normal working hours, Monday through Friday, or all hours worked on Saturday, Sunday or on designated Holidays, and set forth in this Collective Agreement, shall be paid for at the premium rate set forth in the Trade Appendices.
- 10C.02 Employees who are required to work in excess of two (2) 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 as follows...

twenty-five dollars (\$25.00)

ARTICLE 10D - REPORTING TIME

- 10D.01 Any employee, after being hired and reporting for work at the regular reporting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wages. Any employee who reports for work and for whom work is provided shall receive pay for the actual time worked, but not less than two (2) hours at the regular rate of wages, unless they have been notified before leaving their home not to report.
- 10D.02 Any employee requested to work on a Saturday, Sunday or Holiday who reports at the scheduled starting time and for whom no work is provided shall receive pay for two (2) hours at the regular straight time rate of pay. In order to qualify, they shall remain on the job and be available for work for one (1) hour. If they commence work or are requested to stay beyond one (1) hour, they shall receive four (4) hours pay at double (2x) the straight time rate of pay. If more than four (4) hours are worked on that day they shall receive not less than eight (8) hours at double (2x) the regular straight time rate of pay.
- 10D.03 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the employer other than climatic conditions or when an employee leaves work of their own accord.
- 10D.04 In order to qualify for reporting time, an employee must remain on the job and be available for work during the period of such reporting time.
- 10D.05 The employer shall determine when weather conditions on the job are such that workers shall or shall not work.
- 10D.06 When reporting for work Monday to Friday and the employee is prevented from commencing work due to climatic conditions, they shall receive two (2) hours reporting time provided they remain on the project for the two (2) hours or is released by the employer.

ARTICLE 10E - CALL BACK TIME

- 10E.01 Every employee who after completion of their regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside their regular working hours shall be paid at their applicable overtime rate but not less than two (2) hours.
- 10E.02 When employees are called out to work by Management on normal working days (Monday through Friday), Saturdays, Sundays, designated holidays and commence work regardless when called, Article 8D shall apply.
- 10E.03 Travel time and subsistence will apply if applicable.
- 10E.04 When employees qualify for reporting time (2 hours) in accordance with Article 8D, and are released by the employer and recalled by Management the same work day (8:00 a.m. and 4:30 p.m.) the employee shall receive an additional five (5) hours (regardless of the number of hours worked that day) for a total of seven (7) hours at the basic rate of pay plus travel and subsistence allowance. The above shall also apply to shift work.

ARTICLE 10F - TERMINATION OF EMPLOYMENT OR LAYOFF

- 10F.01 ***Layoffs and Severance Pay:***
Layoffs shall occur only at 12:00 noon and at 4:30 p.m. Upon being laid off, each employee shall receive severance pay of one (1) hour at the regular hourly rate.
- 10F.02 ***Notice of Layoff:***
Notice of layoff shall be given the employee at 12:00 noon and 4:30 p.m. Upon receiving notice, the employee shall be given one (1) additional hours' pay at the regular hourly rate as a severance pay (i.e. five (5) hours pay for the morning and nine (9) hours pay for the day).
- 10F.03 Employees who are laid off or discharged from the service of the employer shall receive their wages, all monies owed and Record of Employment or a copy of ROE Web e-Filing on termination if the payroll is made up on the project (jobsite); otherwise, the employer shall mail the Record of Employment or a copy of ROE Web e-Filing, wages and all other monies owed within three (3) days exclusive of Saturday and Sunday. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rate for every two (2) additional days delinquency. An employee may be dismissed for just cause on the authority of the employer or their authorized representative on the job. Such employee and their Job Steward shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 10G - HOLIDAYS

Paid Holidays:

- 10G.01 The paid holidays shall be as defined in the attached trade appendices.
- 10G.02 In order to qualify for payment of paid holidays, the worker shall have been on the payroll the week of such paid holiday and worked the last available work day before and the first available work day following such paid holiday.
- 10G.03 If an employee is terminated within the previous seven (7) calendar days prior to the contract holiday, they shall be paid for the contract holiday providing they have been employed by the employer for a minimum of ten (10) working days.
- 10G.04 Paid holidays shall be payable at:
- (a) eight (8) hours on five (5) eight (8) hour days; and
 - (b) ten (10) hours on four (4) ten (10) hour days.
- 10G.05 The employer agrees that any employee producing a Doctor's certificate for sickness for the scheduled working day before, and the scheduled working day after the holiday will receive the regular rate of pay of an ordinary working day for all statutory holidays which have been agreed upon as paid holidays.

Designated Holidays:

- 10G.06 All hours worked on Saturdays, Sundays and on the following designated holidays shall be paid at double time:

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

10G.07 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

| <u>CALENDAR YEAR 2020</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
|-----------------------------|-------------------------|-------------------|----------------------------|
| <u>August Civic Holiday</u> | Monday | August 3, 2020 | Same |
| Labour Day | Monday | September 7, 2020 | Same |
| Thanksgiving Day | Monday | October 12, 2020 | Same |
| Remembrance Day | Wednesday | November 11, 2020 | Same |
| Christmas Day | Friday | December 25, 2020 | Same |
| Boxing Day | Saturday | December 26, 2020 | Monday December 28, 2020 |
| <u>CALENDAR YEAR 2021</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
| New Years Day | Friday | January 1, 2021 | Same |
| Heritage Day | Monday | February 15, 2021 | Same |
| Good Friday | Friday | April 2, 2021 | Same |
| Victoria Day | Monday | May 24, 2021 | Same |
| Canada Day | Thursday | July 1, 2021 | Same |
| <u>August Civic Holiday</u> | Monday | August 2, 2021 | Same |
| Labour Day | Monday | September 6, 2021 | Same |
| Thanksgiving Day | Monday | October 11, 2021 | Same |
| Remembrance Day | Thursday | November 11, 2021 | Same |
| Christmas Day | Saturday | December 25, 2021 | Monday December 27, 2021 |
| Boxing Day | Sunday | December 26, 2021 | Tuesday December 28, 2021 |
| <u>CALENDAR YEAR 2022</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
| New Years Day | Saturday | January 1, 2022 | Monday January 3, 2022 |
| Heritage Day | Monday | February 21, 2022 | Same |
| Good Friday | Friday | April 15, 2022 | Same |
| Victoria Day | Monday | May 23, 2022 | Same |
| Canada Day | Friday | July 1, 2022 | Same |
| <u>August Civic Holiday</u> | Monday | August 1, 2022 | Same |
| Labour Day | Monday | September 5, 2022 | Same |
| Thanksgiving Day | Monday | October 10, 2022 | Same |
| Remembrance Day | Friday | November 11, 2022 | Same |
| Christmas Day | Sunday | December 25, 2022 | Monday December 26, 2022 |
| Boxing Day | Monday | December 26, 2022 | Tuesday December 27, 2022 |

| <u>CALENDAR YEAR 2023</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
|-----------------------------|-------------------------|-------------------|----------------------------|
| New Years Day | Sunday | January 1, 2023 | Monday January 2, 2023 |
| Heritage Day | Monday | February 20, 2023 | Same |
| Good Friday | Friday | April 7, 2023 | Same |
| Victoria Day | Monday | May 22, 2023 | Same |
| Canada Day | Saturday | July 1, 2023 | Monday July 3, 2023 |
| <u>August Civic Holiday</u> | Monday | August 7, 2023 | Same |
| Labour Day | Monday | September 4, 2023 | Same |
| Thanksgiving Day | Monday | October 9, 2023 | Same |
| Remembrance Day | Saturday | November 11, 2023 | Monday November 13, 2023 |
| Christmas Day | Monday | December 25, 2023 | Same |
| Boxing Day | Tuesday | December 26, 2023 | Same |
| <u>CALENDAR YEAR 2024</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
| New Years Day | Monday | January 1, 2024 | Same |
| Heritage Day | Monday | February 19, 2024 | Same |
| Good Friday | Friday | March 29, 2024 | Same |
| Victoria Day | Monday | May 20, 2024 | Same |
| Canada Day | Monday | July 1, 2024 | Same |
| <u>August Civic Holiday</u> | Monday | August 5, 2024 | Same |
| Labour Day | Monday | September 2, 2024 | Same |
| Thanksgiving Day | Monday | October 14, 2024 | Same |
| Remembrance Day | Monday | November 11, 2024 | Same |
| Christmas Day | Wednesday | December 25, 2024 | Same |
| Boxing Day | Thursday | December 26, 2024 | Same |
| <u>CALENDAR YEAR 2025</u> | <u>HOLIDAY FALLS ON</u> | | <u>HOLIDAY OBSERVED ON</u> |
| New Years Day | Wednesday | January 1, 2025 | Same |
| Heritage Day | Monday | February 17, 2025 | Same |
| Good Friday | Friday | April 18, 2025 | Same |
| Victoria Day | Monday | May 19, 2025 | Same |

10G.08 When the Employer has scheduled a four (4) day ten (10) hour work week and the Holiday falls on Friday, then the Holiday shall be observed on Thursday as follows:

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

ARTICLE 11A – SUBSISTENCE

11A.01 There shall be three (3) distinct free zones as follows:

- (a) There shall be a free zone for travel covering all territory within a fifty (50) kilometre radius of the Cape Breton Court House, Sydney, Nova Scotia.
- (b) There shall be a second free zone for travel covering all territory within a fifty (50) kilometre radius of the Port Hawkesbury Civic Centre, Nova Scotia.
- (c) There shall be a third free zone of fifty (50) road kilometres for employees around the job site.
- (d) Only one free zone shall apply for a jobsite.

11A.02 Travel and subsistence will not apply when travelling and working within these free zones.

11A.03 Transportation allowance shall apply to road mileage travelled by an employee from their permanent place of residence to the outside limit of a job site free zone as set out in Article 11A.01 up to a maximum of sixty-four (64) kilometres from the free zone.

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

Fifty-nine cents (\$0.59) per kilometre

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

11A.04 There shall be no mileage allowance payable if an employee is using a company truck. However, an employee shall have the option of using their own vehicle without penalty, and in such case shall be entitled to mileage allowance in accordance with this article.

11A.05 In lieu of mileage allowance set out in Article 11A.03, an employee who has a permanent place of residence more than sixty-four (64) kilometres beyond the free zone shall receive the sum of the following, as subsistence allowance:

| | <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> |
|--------|----------------------|---------------------|---------------------|---------------------|---------------------|
| 5 x 8 | <u>\$110.00</u> | <u>\$112.00</u> | <u>\$114.00</u> | <u>\$116.00</u> | <u>\$118.00</u> |
| 4 x 10 | <u>\$137.50</u> | <u>\$140.00</u> | <u>\$142.50</u> | <u>\$145.00</u> | <u>\$147.50</u> |

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

11A.06 Subsistence allowance or room and board in the camp, whichever is applicable, will not be deducted from an employee's pay due to waiting time, inclement weather or a designated holiday. When an employee fails to report for work when work is available on the working day immediately preceding or following such bad weather days or designated holidays, they shall forfeit subsistence allowance or room and board in the camp, whichever is applicable, for absenteeism on any working days. Forfeiture of subsistence allowance or room and board in the camp, whichever is applicable, may be waived in either case if the reason for such absenteeism is acceptable to the employer.

11A.07 An employee requesting permission from Management to leave the site for personal reasons prior to the usual quitting time, such permission should not be unreasonably withheld and applicable subsistence or daily travel shall apply for that day.

11A.08 It is the intent of the parties that all benefits payable under this Article should be taxed in compliance with the relevant income tax legislation. The employer shall make the appropriate income tax forms (currently TD4 Forms) available on site.

ARTICLE 11B - HEIGHT PAY

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

ARTICLE 12 - GRIEVANCE & ARBITRATION

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

ARTICLE 13 - JURISDICTION

- 13.01 When the total tender of a project is in excess of twenty-one million nine hundred thousand dollars (\$21,900,000.00) there shall be a mark-up meeting held with each contractor and the Cape Breton Island Building and Construction Trades Council. This amount shall be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada.
- 13.02 In the event that a jurisdictional dispute arises as to the assignment of any work on the project, the employer will make an assignment of such work. Should any Union or Unions, Parties to this Agreement, disagree with the work assignment, then the Parties hereto agree to settle such jurisdictional dispute in accordance with the procedure as outlined by the National Joint Board and the Building Trades Department of the A.F.L. - C.I.O., or its successor. The employer will make available detailed drawings of the work in dispute, subject to any written restrictions the Owner may have.
- 13.03 In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event that the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board or its successor for resolution, which shall be binding on the Parties. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia), Construction Panel, for an Interim Order under Section 51 of the Trade Union Act, Chapter 475, R.S.N.S., 1989 amended.
- 13.04 Nothing contained in any Appendix to this Agreement shall be deemed a statement of, or claim of, trade union or craft jurisdiction in the construction industry; nor will anything contained in a trade Appendix be relied upon by any Union to establish, or support the claim of, jurisdiction over any particular work function in the construction industry.

ARTICLE 14 - SUB-CONTRACTS

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

ARTICLE 15 - DISCIPLINE

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

Alcoholism and Drug Addiction:

- 15.02 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the CLRA and its members and the Cape Breton Trades Council and signatory Unions agree to cooperate at the site level in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation.
- 15.03 Once an employee is dismissed for just cause, an employer may choose to not re-hire that employee for a period of up to six months. A general contractor may specify that an employee dismissed for just cause will not be eligible for work on a site controlled by that general contractor for a period of up to six months.
- 15.04 No cellular telephones will be permitted to be used onsite by employees during working hours, except as explicitly authorized by the employer. An employee shall not, during working hours, using a cellular device, record any images or communicate information regarding a jobsite. Violations of this article shall be subject to the following disciplinary scheme:
- First offence: written warning, copy of the warning notice mailed to the Union office;
 - Subsequent offence: seven (7) day suspension or dismissal as determined by the employer.

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

If any employee is requested or required by the Employer to use their personal cellular telephone for work purposes, any additional use charges will be reimbursed by the Employer.

ARTICLE 16 - BONDING

16.01 The parties agree that, where the trustees of a Pension and/or Welfare and/or Training Fund have determined that there is a pattern of defaulting on contributions to such fund or funds on the part of employers who have not been party to a Collective Agreement with the Union or Unions for a period of one (1) year, then, upon the recommendation of the trustees, the Union or Unions may decline to supply employees to any employer who has not been a party to a Collective Agreement with the Local Union or Unions until the employer provides a security for a period of one (1) year in the amount of fifty thousand dollars (\$50,000.00). This security may be used by the trustees, in the event of a default of payment by the said employer of Pension and/or Welfare and/or Training Funds as set out in this Collective Agreement, and applied to mitigate said default. The fifty thousand dollars (\$50,000.00) security shall be returned by the Union to the employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the employer along with accumulated interest, where the employer has not defaulted in any payments required for the Funds referred to herein, within the one (1) year period.

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

ARTICLE 17 - OLDER WORKERS

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

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

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

ARTICLE 18 - DURATION

18.01 This Agreement shall become effective on July 30, 2020 and shall remain or continue in effect until the 30th day of June, 2025. Should either Party desire to change, amend, or terminate this Agreement after that date, the Party concerned agrees to give the other Party not less than sixty (60) days notice in writing prior to the termination date of this Agreement. In the event no such notice is given in time by either Party, this Agreement shall remain in effect from year to year.

ARTICLE 19- SIGNATORIES

19.01 This Collective Agreement shall become effective as of July 30, 2020.

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

**SIGNATORIES FOR AND ON BEHALF OF THE EMPLOYERS:
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

ROBERT SHEPHERD

BRIAN LUND

CALUM MACLEOD

CLAYTON BARTLETT

**SIGNATORIES FOR AND ON BEHALF OF THE UNIONS:
INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS,
LOCAL UNION 1**

JEFF PREEPER

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

MATTHEW BENSON

KYLE MCNEIL

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

GEORGE MACDOUGALL

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

DOUGLAS SERROUL

MATT MACVICAR

MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178

JEFF RICHARDSON

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721

TODD MACNEIL

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

JONATHAN GAUL

KEITH FROUGER

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

MEL GILLIS

ERNIE DALTON

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 56

JAMEAL JACK WALL

GERALD PHILLIPPO

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

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

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

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

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

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

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

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

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

SCHEDULE “B” – JOINT COMMITTEE

The Parties will jointly identify the scope of non-Union construction on C.B.I. and any interested trades may re-open the small job provisions of the Commercial Agreement on a trade-by-trade basis to make themselves more competitive.

A joint Committee made up of three (3) nominees each from the Council and the CLRA, shall meet promptly to gather pertinent information and to make recommendations to more effectively pursue small Commercial and Residential work.

SCHEDULE “C” - WIND MILLS AND WIND MILL FARMS

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