

APPENDIX NO. 2 - INSULATORS - INDUSTRIAL

BETWEEN

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

- AND -

INSULATORS AND ALLIED WORKERS
LOCAL 116
(hereinafter referred to as the "Union")

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

INSULATORS JOURNEYPERSON									
Effective Date	Hourly Rate	V & H 9%	Benefit	Training, Rec & Bldg	LMCT	Skills Training	Consol. Fund	IIF	Total Pkg
<u>July 30, 2020</u>	<u>\$41.19</u>	<u>\$3.71</u>	\$8.70	\$0.35	\$0.05	\$0.27	<u>\$0.28</u>	\$0.16	<u>\$54.71</u>
<u>January 24, 2021</u>	<u>\$41.04</u>	<u>\$3.69</u>	\$8.70	<u>\$0.52</u>	\$0.05	\$0.27	\$0.28	\$0.16	\$54.71
<u>July 1, 2021</u>	<u>\$41.50</u>	<u>\$3.73</u>	\$8.70	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$55.21</u>
<u>January 2, 2022</u>	<u>\$41.36</u>	<u>\$3.72</u>	<u>\$8.85</u>	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	\$55.21
<u>July 1, 2022</u>	<u>\$42.09</u>	<u>\$3.79</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$56.01</u>
<u>July 1, 2023</u>	<u>\$42.83</u>	<u>\$3.85</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$56.81</u>
<u>July 1, 2024</u>	<u>\$43.56</u>	<u>\$3.92</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$57.61</u>

In addition to the above hourly rates the employer shall pay the amount set out in the Benefit Plan, Consolidated Fund and Industry Improvement Fund of this Appendix.

SUPERVISION:

- Minimum Foreman premium.....ten percent (10%) of base rate and holiday and vacation allowance
- From 3 - 6 employees1 working Foreman
- From 7 - 10 employees1 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. The selection of the Foreman on the site will be at the discretion of the employer.

Four (4) or more Foremen..... One (1) General Foreman (rate to be determined between the employer and employee.)

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

APPRENTICES:

INSULATOR APPRENTICES										
		Hourly Rate	V & H 9%	Benefit	Training, Rec & Bldg	LMCT	Skills Training	Consol. Fund	IIF	Total Pkg.
Effective Date: July 30, 2020										
0 - 2000 hours	55%	<u>\$20.02</u>	<u>\$1.80</u>	\$8.70	\$0.35	\$0.05	\$0.27	<u>\$0.28</u>	\$0.16	<u>\$31.63</u>
2000 - 4000 hours	65%	<u>\$24.68</u>	<u>\$2.22</u>	\$8.70	\$0.35	\$0.05	\$0.27	<u>\$0.28</u>	\$0.16	<u>\$36.71</u>
4000 - 6000 hours	75%	<u>\$29.40</u>	<u>\$2.65</u>	\$8.70	\$0.35	\$0.05	\$0.27	<u>\$0.28</u>	\$0.16	<u>\$41.86</u>
6000 - 8000 hours	85%	<u>\$34.09</u>	<u>\$3.07</u>	\$8.70	\$0.35	\$0.05	\$0.27	<u>\$0.28</u>	\$0.16	<u>\$46.97</u>
Effective Date: January 24, 2021										
0 - 2000 hours	55%	<u>\$19.86</u>	<u>\$1.79</u>	\$8.70	<u>\$0.52</u>	\$0.05	\$0.27	\$0.28	\$0.16	\$31.63
2000 - 4000 hours	65%	<u>\$24.52</u>	<u>\$2.21</u>	\$8.70	<u>\$0.52</u>	\$0.05	\$0.27	\$0.28	\$0.16	\$36.71
4000 - 6000 hours	75%	<u>\$29.25</u>	<u>\$2.63</u>	\$8.70	<u>\$0.52</u>	\$0.05	\$0.27	\$0.28	\$0.16	\$41.86
6000 - 8000 hours	85%	<u>\$33.94</u>	<u>\$3.05</u>	\$8.70	<u>\$0.52</u>	\$0.05	\$0.27	\$0.28	\$0.16	\$46.97
Effective Date: July 1, 2021										
0 - 2000 hours	55%	<u>\$20.11</u>	<u>\$1.81</u>	\$8.70	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$31.90</u>
2000 - 4000 hours	65%	<u>\$24.83</u>	<u>\$2.23</u>	\$8.70	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$37.04</u>
4000 - 6000 hours	75%	<u>\$29.60</u>	<u>\$2.66</u>	\$8.70	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$42.24</u>
6000 - 8000 hours	85%	<u>\$34.33</u>	<u>\$3.09</u>	\$8.70	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$47.40</u>
Effective Date: January 2, 2022										
0 - 2000 hours	55%	<u>\$19.97</u>	<u>\$1.80</u>	<u>\$8.85</u>	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	\$31.90
2000 - 4000 hours	65%	<u>\$24.69</u>	<u>\$2.22</u>	<u>\$8.85</u>	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	\$37.04
4000 - 6000 hours	75%	<u>\$29.46</u>	<u>\$2.65</u>	<u>\$8.85</u>	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	\$42.24
6000 - 8000 hours	85%	<u>\$34.19</u>	<u>\$3.08</u>	<u>\$8.85</u>	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	\$47.40
Effective Date: July 1, 2022										
0 - 2000 hours	55%	<u>\$20.38</u>	<u>\$1.83</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$32.34</u>
2000 - 4000 hours	65%	<u>\$25.17</u>	<u>\$2.26</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$37.56</u>
4000 - 6000 hours	75%	<u>\$30.01</u>	<u>\$2.70</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$42.84</u>
6000 - 8000 hours	85%	<u>\$34.82</u>	<u>\$3.13</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$48.08</u>
Effective Date: July 1, 2023										
0 - 2000 hours	55%	<u>\$20.78</u>	<u>\$1.87</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$32.78</u>
2000 - 4000 hours	65%	<u>\$25.64</u>	<u>\$2.31</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$38.08</u>
4000 - 6000 hours	75%	<u>\$30.56</u>	<u>\$2.75</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$43.44</u>
6000 - 8000 hours	85%	<u>\$35.44</u>	<u>\$3.19</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$48.76</u>
Effective Date: July 1, 2024										
0 - 2000 hours	55%	<u>\$21.18</u>	<u>\$1.91</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$33.22</u>
2000 - 4000 hours	65%	<u>\$26.12</u>	<u>\$2.35</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$38.60</u>
4000 - 6000 hours	75%	<u>\$31.11</u>	<u>\$2.80</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$44.04</u>
6000 - 8000 hours	85%	<u>\$36.06</u>	<u>\$3.25</u>	\$8.85	\$0.52	\$0.05	\$0.27	\$0.28	\$0.16	<u>\$49.44</u>

Ratio: One (1) Apprentice to four (4) Journeypersons (1:4).Amendment #1 – January 24, 2021Amendment #2 – January 2, 2022

UNION SECURITY:

An apprentice attending school under the terms and conditions of their apprenticeship shall not be laid off or terminated from the job while attending school, as long as work is still available. The contractor may use a substitute apprentice until the apprentice attending school has attended their studies.

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 Insulator 116 and the CLRA may be amended upon the agreement of Insulator 116 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.

HIRING FORM:

The employer shall request for manpower by faxing a form of such request including safety requirement, name hire if applicable, expected length of job (including hours of work), and location.

Employees with the required safety requirements will be dispatched regardless of individual's placement on the list. To help contractors be more cost efficient, it is also agreed that the Union will dispatch, if possible, out-of-work Cape Breton members within the free zone.

If no members have the necessary safety requirements, the Union, with the approval of the contractor, will dispatch only those employees willing to take the needed courses as soon as possible.

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

NOTIFICATION OF TERMINATION:

When lay-offs become necessary, the employer agrees to notify the union of all terminations.

HEIGHT PAY:

Employees required to work on scaffold or structural steel one hundred feet (100') or more shall be paid an additional one dollar (\$1.00) for the first ten feet (10') above the one hundred feet (100') height and an additional twenty cents (\$0.20) per hour every twenty feet (20') thereafter.

PROTECTIVE CLOTHING:

The employer shall make available rain gear, coveralls, gloves and adequate respirators as required. The employer will replace employee's coveralls destroyed or ruined in the performance of the employee's duties for the employer. Employees shall be responsible for such equipment, reasonable wear and tear accepted, and cost to be deducted from employees' wages if not returned.

BENEFIT FUND:

The Parties hereto agree to a Benefit Fund 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 employer shall make contributions per hour for each hour worked, as follows:
- Eight dollars seventy cents (\$8.70) **and effective January 2, 2022, eight dollars eighty-five cents (\$8.85).**
- (c) The Benefit Fund shall be professionally administered:

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

Amendment #2 – January 2, 2022

TRAINING, RECREATION & BUILDING FUND:

The employer shall remit thirty-five cents (\$0.35) per hour worked, **and effective January 24, 2021, fifty-two cents (\$0.52) per hour worked** to the **Insulators Training, Recreation & Building** Fund, c/o The Administrator:

Insulators Training, Recreation & Building Fund
10 Morris Drive, Unit 28
Dartmouth, NS B3B 1K8

It is agreed that upon thirty (30) days written notice the Union may increase, or decrease, the rate of contribution to this fund, provided that the proposed adjustment shall not alter the total hourly package to be paid by the employer.

Ten cents (\$0.10) per hour of this fund shall be remitted to a Recreation Fund, to be administered by the Union. In the event that the Recreation Fund is wound up, the ten cents (\$0.10) per hour contribution shall be returned to the wage package.

Effective January 24, 2021, seventeen cents (\$0.17) per hour of this fund shall be remitted to a Building Fund, to be administered by the Union. In the event that the Building Fund is wound up, the seventeen cents (\$0.17) per hour contribution shall be returned to the wage package.

ADMINISTRATION FUND:

The employer shall remit ten cents (\$0.10) per hour worked to the Insulators Local 116 Administration Fund, c/o The Administrator:

Insulators Local 116 Administration Fund
10 Morris Drive, Unit 28
Dartmouth, NS B3B 1K8

Such monies remitted shall be used for such purposes as are permitted under S.51(2) of the NS Trade Union Act 1972 (as amended).

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

**HEAT AND FROST INSULATORS AND ALLIED WORKERS LABOUR-
MANAGEMENT CO-OPERATIVE TRUST (LMCT)**

Commencing as of the effective date of this agreement, and for the duration of this agreement, the employer agrees to make payment to the Heat & Frost Insulators and Allied Workers Labour-Management Co-operative Trust (LMCT) for each employee covered by this agreement, as follows:

- (a) For each hour worked, the Employer shall make a contribution of five cents (\$0.05) to the LMCT. These funds will be sent on a monthly basis via the Local Union Financial Secretary Monthly Report.
- (b) This contribution has been diverted from the wage package paid by the employer, which has been adjusted accordingly. If the Trust is dissolved, the five cents (\$0.05) contribution will be returned to the wage package.
- (c) For the purpose of this Article, each hour worked shall be counted as hours worked for which contributions are payable.
- (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeypersons, apprentices, helpers, trainees, and probationary employees.
- (e) The Employer and Union signatory to this agreement agree to be bound by the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

SKILLS TRAINING FUND:

It is agreed that the parties shall institute a Skills Training Fund. The employer shall remit twenty-seven cents (\$0.27) per hour worked to:

International Association of Heat & Frost Insulators & Allied Workers

Local Union 116

10 Morris Drive, Unit 28
Dartmouth, NS B3B 1K8

The wage package has been adjusted to reflect the fact that the twenty-seven cents (\$0.27) is an employee contribution, therefore in the event the Skills Training Fund is discontinued the twenty-seven cents (\$0.27) would be returned to the employee's wage package.

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.nslra.ca or by phone at 902-468-2283.

CAPE BRETON RESIDENTS shall be given preference in the manning of job sites. Supervision shall be members of Local 116.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

Amendment #2 – January 2, 2022

ON-SITE CONSTRUCTION:

In order to preserve the status quo, insulation work normally performed by Local 116 members as part of on-site construction, which is contracted out for off-site assembly, will be performed by Local 116 members.

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 _____

CALUM MACLEOD _____

FOR THE UNION

MATTHEW BENSON _____

KYLE MCNEIL _____

APPENDIX “A”

FIRE STOPPING AND SPRAY INSULATION

Ratio: The ratio for Fire Stopping and Spray Insulation will consist of four (4) Improvers to one (1) Mechanic.

- The employer will hire a fair ratio of Improvers in each year of the Improver's Classifications.
- Members hired in this Appendix will be credited no more than one year of service (2nd year) until member has actual experience in this field.