



AMENDMENT NOTICE

DATE: April 25, 2022

TO: Cape Breton Island Bricklayer 1 Trade Classification

Allsteel Coatin	Stella	Cameron
Brimac Masonry	Terry	Gracie
Joneljim Concre	Debbie	Young
Joneljim Concre	Gary	Peach
Joneljim Concre	Jim	Kehoe
Joneljim Concre	Jon	Cecchetto
MacGregor's Cus	Andy	MacGregor
MacGregor's Cus	Mike	Corkum
Nova Tile & Mar	Arwed	Gerstenberger
Nova Tile & Mar	Richard	Gerstenberger

CC: Jeff Preeper, Local 1
Jack Wall, Cape Breton Island Building & Construction Trades Council

FROM: Robert Shepherd

RE: Amendment #4 to 2020-2025 Cape Breton Island Commercial Projects and Industrial Projects Collective Agreements for Bricklayer 1 Appendices

PAGES: 3 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
May 29, 2022	<ul style="list-style-type: none"> • Increase to Union Administration Fund from \$1.20 to \$1.35 <ul style="list-style-type: none"> ○ Note: Local 1 had previously increased the UAF from \$1.10 to \$1.20, however, no formal amendment to the appendices was issued at that time. <p>As no previous amendment had been made, the text in this amendment shows as an increase from \$1.10 to \$1.35.</p>	<p><u>COMMERCIAL:</u> 1A-11</p> <p><u>INDUSTRIAL:</u> 1A-7</p>

Attached is Amendment #4 to the 2020-2025 Cape Breton Island Commercial Projects and Industrial Projects Collective Agreement for the Bricklayer 1 Appendices, effective May 29, 2022.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended collective agreements and the amended pages are now available for download in the Agreements section of our website under Cape Breton Island. Please visit www.nscra.ca or <https://nscra.ca/agreements/>.

If you have any questions or concerns, please feel free to contact our office.

Thank you.

**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
Amendment #3 – Ironworker Rebar 752 & Ironworker Structural 752 – February 17, 2022
Amendment #4 – Bricklayer 1 & Tile 1 – May 29, 2022

UNION ADMINISTRATION FUND:

The employer shall deduct one dollar ten cents (\$1.10) per hour paid from the employee and effective May 29, 2022, one dollar thirty-five cents (\$1.35) per hour paid from the employee and remit such amount to:

BAC Local 1 NS
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

PENALTIES FOR FAILURE TO REMIT HEALTH AND WELFARE, PENSION, BAC 1 GRSP, BEREAVEMENT, TRAINING AND MASONRY PROMOTION CONTRIBUTIONS, UNION DUES AND INITIATIONS:

When an employer fails to remit the Health and Welfare, Pension, BAC 1 GRSP, Bereavement, Training and Masonry Promotion Fund contributions or Union dues and initiation fees that are required in accordance with the above Article, the employer shall be liable to any or all of the following actions which are completely within the discretion of the Union:

The Union may, if it desires, advise the employer that interest will be payable on all overdue amounts at a per diem rate, based on an interest rate of twenty percent (20%) per year for each day the monies remain outstanding beyond the tenth (10th) day of the month.

Failure to remit a "nil" report can result in a penalty of a fifty dollar (\$50.00) fee.

In the event that the Union decides to remit the matter to arbitration in accordance with this Collective Agreement or with the Trade Union Act after following the grievance procedure, the employer, upon being found liable for any amount of money, shall be responsible to pay the Union share of the Arbitrator's fee, all expenses incurred by the Union in prosecuting the grievance, including travel expenses of witnesses and necessary expenses incurred in addition thereto, and legal fees on the basis of solicitor and client. The CLRA shall not pay any such expenses on behalf of any employer who is found liable for any amount and any such employer shall be responsible for all such expenses incurred by the CLRA.

The Parties explicitly agree that the time limits set out in this Collective Agreement are not applicable to grievances arising with respect to this clause and that such grievances may be lodged at any time during the terms of this or subsequent Agreements.

When an Arbitrator finds that there is any amount owing by an employer to the Union for any of the above mentioned accounts, the Union may select, at its absolute discretion, a chartered accountant to audit the books and records of the employer for any period of time during the term of this or subsequent Agreements in order to determine the exact amounts of money owing. The fee for such audit shall be the responsibility of the employer.

Amendment #4 – May 29, 2022