

APPENDIX NO. 9“B” - SHEET METAL ROOFERS - COMMERCIAL**BETWEEN**

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

- AND -

THE BUILT UP ROOFERS', DAMP & WATERPROOFERS SECTION OF THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION (SMART), LOCAL 56
(hereinafter referred to as the "Union")

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

JOURNEYPerson SHEET METAL ROOFER									
Effective Date	Hourly Rate	V & H 9%	Pension	Benefit	Occupational Health & Safety	Training & Apprenticeship Fund	Consol. Fund	IIF	Total Pkg.
<u>July 30, 2020</u>	<u>\$32.08</u>	<u>\$2.89</u>	<u>\$6.40</u>	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$46.23</u>
<u>July 1, 2021</u>	<u>\$32.54</u>	<u>\$2.93</u>	\$6.40	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$46.73</u>
<u>July 1, 2022</u>	<u>\$33.23</u>	<u>\$2.99</u>	\$6.40	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$47.53</u>
<u>July 1, 2023</u>	<u>\$33.96</u>	<u>\$3.06</u>	\$6.40	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$48.33</u>
<u>July 1, 2024</u>	<u>\$34.70</u>	<u>\$3.12</u>	\$6.40	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$49.13</u>

In addition to the hourly rates the employer shall pay the amounts as set out in the Pension Plan, Benefit Plan, Occupational Health & Safety, Training & Apprenticeship Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.

SUPERVISION:

When present Foreman in employers workforce are occupied, the employer may name-hire Foreman for jobs of six (6) or more workers, regardless of their place on the “out-of-work” list. Such Foreman must be laid off at the completion of the job for which they were hired unless they are being retained as a Foreman over a job of six (6) workers or more.

Foreman premium.....a minimum premium of ten percent (10%) of journeyperson base rate and holiday and vacation allowance

Amendment #6 – July 1, 2022

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 Roofer 56 and the CLRA may be amended upon the agreement of Roofer 56 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.

UNION DUES PER MONTH:

The employer shall deduct Union Dues in the amount of three (3) hours per month of the Journey person's wage package from the employee and remit to the Financial Secretary, Sheet Metal Workers International Association, Local Union 56.

SUPPLEMENTARY UNION DUES CHECK-OFF:

The employer shall deduct supplementary Union Dues in the amount of forty-four cents (\$0.44) per hour.

The employer shall remit such deductions not later than the fifteenth (15th) day of the month following the month of earnings by the employee to:

Financial Secretary
Built Up Roofers', Damp & Waterproofers Section
Sheet Metal Workers International Association, Local Union 56
470 Gatesway Avenue
Edwardsville, NS B2A 4S8

CHARGE HAND:

The employer has the option to select one (1) Union member as Charge Hand for each employer.

Charge Hand shall be paid a minimum of one dollar fifteen cents (\$1.15) above the journeyperson rate of pay. A Charge Hand, when left in charge of a job shall be paid a minimum of ten percent (10%) above the journeyperson rate of pay plus vacation and holiday pay. If Charge Hand leaves the job for any reason, next Charge Hand will receive the premiums outlined herein automatically, if five (5) workers or more are left on job.

ROOFER APPRENTICE:

(The percentages next to each block of hours represent the percentage of the Roofers increase that is given to that block of hours)

Work force ratio shall be one (1) Roofer to one (1) Roofer Apprentice.

The Union shall issue to each Roofer Apprentice a log book in which the Roofer Apprentice shall record the number of hours they have worked in the trade. These hours shall be confirmed by both the employer and the Union. The log book shall travel with the Roofer Apprentice from job to job and from employer to employer.

A Roofer Apprentice shall serve a 36 month (5,400 hour) training program. Upon completing 5,400 hours and passing the Red Seal examination, the Apprentice shall have the status of a Roofer.

The wage rate for Roofer Apprentices shall be as follows:

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

APPRENTICES - SHEET METAL ROOFERS										
		Hourly Rate	V & H 9%	Pension	Benefit	Occupational Health & Safety	Training & Apprenticeship Fund	Consol. Fund	IIF	Total Pkg
Effective Date: <u>July 30, 2020</u>										
<u>0 - 900 hours</u>	<u>60%</u>	<u>\$15.94</u>	<u>\$1.44</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$27.74</u>
<u>901 - 1800 hours</u>	<u>65%</u>	<u>\$18.06</u>	<u>\$1.63</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$30.05</u>
<u>1801 - 2700 hours</u>	<u>75%</u>	<u>\$22.30</u>	<u>\$2.01</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$34.67</u>
<u>2701 - 3600 hours</u>	<u>80%</u>	<u>\$24.92</u>	<u>\$2.24</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$37.52</u>
<u>3601 - 4500 hours</u>	<u>85%</u>	<u>\$26.55</u>	<u>\$2.39</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$39.30</u>
<u>4501 - 5400 hours</u>	<u>90%</u>	<u>\$28.89</u>	<u>\$2.60</u>	\$5.50	<u>\$2.85</u>	\$0.80	\$0.77	<u>\$0.28</u>	\$0.16	<u>\$41.85</u>
Effective Date: <u>July 1, 2021</u>										
<u>0 - 900 hours</u>	<u>60%</u>	<u>\$16.22</u>	<u>\$1.46</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$28.04</u>
<u>901 - 1800 hours</u>	<u>65%</u>	<u>\$18.37</u>	<u>\$1.65</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$30.38</u>
<u>1801 - 2700 hours</u>	<u>75%</u>	<u>\$22.64</u>	<u>\$2.04</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$35.04</u>
<u>2701 - 3600 hours</u>	<u>80%</u>	<u>\$25.28</u>	<u>\$2.28</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$37.92</u>
<u>3601 - 4500 hours</u>	<u>85%</u>	<u>\$26.94</u>	<u>\$2.42</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$39.72</u>
<u>4501 - 5400 hours</u>	<u>90%</u>	<u>\$29.30</u>	<u>\$2.64</u>	\$5.50	\$2.85	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$42.30</u>
Effective Date: <u>July 1, 2022</u>										
<u>0 - 900 hours</u>	<u>60%</u>	<u>\$16.61</u>	<u>\$1.50</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$28.52</u>
<u>901 - 1800 hours</u>	<u>65%</u>	<u>\$18.80</u>	<u>\$1.69</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$30.90</u>
<u>1801 - 2700 hours</u>	<u>75%</u>	<u>\$23.15</u>	<u>\$2.08</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$35.64</u>
<u>2701 - 3600 hours</u>	<u>80%</u>	<u>\$25.83</u>	<u>\$2.32</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$38.56</u>
<u>3601 - 4500 hours</u>	<u>85%</u>	<u>\$27.51</u>	<u>\$2.48</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$40.40</u>
<u>4501 - 5400 hours</u>	<u>90%</u>	<u>\$29.92</u>	<u>\$2.69</u>	\$5.50	<u>\$2.90</u>	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$43.02</u>

APPRENTICES - SHEET METAL ROOFERS										
		Hourly Rate	V & H 9%	Pension	Benefit	Occupational Health & Safety	Training & Apprenticeship Fund	Consol. Fund	IIF	Total Pkg
Effective Date: July 1, 2023										
<u>0 - 900 hours</u>	<u>60%</u>	<u>\$18.89</u>	<u>\$1.70</u>	<u>\$3.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$29.00</u>
<u>901 - 1800 hours</u>	<u>65%</u>	<u>\$21.11</u>	<u>\$1.90</u>	<u>\$3.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$31.42</u>
<u>1801 - 2700 hours</u>	<u>75%</u>	<u>\$24.61</u>	<u>\$2.22</u>	<u>\$4.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$36.24</u>
<u>2701 - 3600 hours</u>	<u>80%</u>	<u>\$27.33</u>	<u>\$2.46</u>	<u>\$4.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$39.20</u>
<u>3601 - 4500 hours</u>	<u>85%</u>	<u>\$28.14</u>	<u>\$2.53</u>	<u>\$5.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$41.08</u>
<u>4501 - 5400 hours</u>	<u>90%</u>	<u>\$30.58</u>	<u>\$2.75</u>	<u>\$5.50</u>	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$43.74</u>
Effective Date: July 1, 2024										
<u>0 - 900 hours</u>	<u>60%</u>	<u>\$19.33</u>	<u>\$1.74</u>	\$3.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$29.48</u>
<u>901 - 1800 hours</u>	<u>65%</u>	<u>\$21.59</u>	<u>\$1.94</u>	\$3.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$31.94</u>
<u>1801 - 2700 hours</u>	<u>75%</u>	<u>\$25.17</u>	<u>\$2.26</u>	\$4.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$36.84</u>
<u>2701 - 3600 hours</u>	<u>80%</u>	<u>\$27.92</u>	<u>\$2.51</u>	\$4.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$39.84</u>
<u>3601 - 4500 hours</u>	<u>85%</u>	<u>\$28.76</u>	<u>\$2.59</u>	\$5.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$41.76</u>
<u>4501 - 5400 hours</u>	<u>90%</u>	<u>\$31.24</u>	<u>\$2.81</u>	\$5.50	\$2.90	\$0.80	\$0.77	\$0.28	\$0.16	<u>\$44.46</u>

PITCH:

Two dollars fifty cents (\$2.50) per hour will be paid in addition to the above regular hourly rate when employees are removing pitch.

SHIFT DIFFERENTIAL:

Second or third shift - fifteen percent (15%).

Amendment #8 – July 1, 2023

MAKE-UP TIME:

Employees may work up to forty (40) hours per week, Monday to Friday, but excluding Saturday and Sunday, regardless of the number of hours worked in any one (1) day, at the straight rate of pay.

OVERTIME:

The first two (2) hours of overtime daily to a maximum of six (6) hours of overtime in any one (1) week period, Monday through Friday, shall be paid for at time and one-half (1/2x). All additional overtime hours shall be paid for as double time (2x).

All hours worked on Saturdays, Sundays and on designated holidays shall be paid as double time (2x).

TRANSFER:

An outside unionized employer may transfer two (2) of their employees from their home local to work on Cape Breton Island.

CLEAN UP:

The employer agrees that employees have a five (5) minute "clean up" period at lunch time. At the end of a shift, a "clean up" period of approximately ten (10) minutes shall be allowed to enable employees to clean up and stow away gear. Both Parties agree that the work shall be "squared up" when required.

HEIGHT PAY:

Height pay for work performed on swing stage or scaffold shall be as follows:

- 50' to 74'Thirty five cents (\$0.35) above regular hourly rate
- 75' to 99'Seventy cents (\$0.70) above regular hourly rate
- 100' to 149'One dollar twenty cents (\$1.20) above regular hourly rate
- 150' to aboveOne cent (\$0.01) per foot

TOOLS:

Every employee must have in their possession at the job the following tools:

- Roofing Knife
- 25' Tape
- Keyhole Saw
- Chalk Line
- Utility Knife
- Hammer
- Small Trowel
- Adjustable Wrench
- Scissors
- Carry All Bag or Pouch

COLD PROCESS:

Where a job involves cold process roofing, employers shall provide employees who performed the cold process work with a replacement pair of boots once the job has been completed.

Employees may receive a pair of replacement boots once per year under this section.

UNION LABEL:

All Sheet Metal fabricated other than by Local 56 shall have a Sheet Metal Worker Label. If such fabrication hinders, delays or prevents the construction of a project, a meeting shall be arranged between the owner, the contractor and the Union to discuss and assess the situation.

TOOL LOCK-UP:

A separate tool lock-up will be provided for Roofer employees where employers have in their employ employees in more than one trade.

DUES DEDUCTION:

Under conditions of Article 4A, authorized dues may be deducted from the first pay period of each month or in weekly instalments.

This Agreement shall affect and control all work coming under the term and category of slating, built-up roofing, either hot or cold application, as well as all damp and waterproofing insulating in connection thereto and asphalt shingles installed by a mopped-on application.

It is agreed by the employer and the Union that all Sheet Metal work in connection with a roofing contract shall be performed by Sheet Metal Workers or Roofers, members in good standing of Sheet Metal Workers' International Association, Local Union 56, except in the case of common drip edge or gravel stop which shall be installed by Roofers.

PROTECTIVE CLOTHING:

Rain gear and gloves will be supplied to employees as required, and face shields and heat resistant coveralls will be supplied to the potman as required. The employee shall be responsible for this equipment, normal wear and tear excepted.

EMPLOYER CONTRIBUTIONS:

I) Employers working under this Agreement shall remit monthly to the Administrator the amounts set out in the Articles titled Benefit Plan and Pension Plan. This remittance shall be one cheque made payable to:

Sheet Metal, Local 56 Benefit and Pension Plan Trust Fund
c/o Benefit Plan Administrators (Atlantic) Limited
Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1

- Benefit Plan:
.....two dollars eighty-five cents (\$2.85) per hour paid
Effective July 1, 2022 two dollars ninety cents (\$2.90) per hour paid
- Pension Plan..... as per wage tables

II) Employers working under this Agreement shall remit monthly to the Administrator per hour paid as per Article 8D – Consolidated Fund to:

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

III) Employers working under this Agreement shall remit monthly to the Administrator seventy-seven cents (\$0.77) per hour paid to:

Financial Secretary
Cape Breton Roofers and Apprenticeship Training Program
470 Gatesway Avenue
Edwardsville, NS B2A 4S8

IV) Employers working under this Agreement shall remit monthly to the Administrator per hour paid as per Article 8E – Industry Improvement Fund to:

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

BENEFIT PLAN:

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

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan to be established shall be professionally administered.
- (c) Each employer shall sign a Participant Agreement as approved by the Trustees.
- (d) The employer shall make contribution at the rate per hour paid as follows:
..... two dollars eighty-five cents (\$2.85) per hour paid
Effective July 1, 2022 two dollars ninety cents (\$2.90) per hour paid

to the Administrator as set out below:

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

PENSION PLAN:

The Parties hereto agree on a Pension Plan as follows:

- (a) The Trust Document under which the Pension Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto.
- (b) The employer shall make contributions at the rate shown in the wage tables per hour paid, as set out under Employer Contributions, Item I ... Administrator: Benefit Plan Administrators Limited.
- (c) The Pension Fund shall be professionally administered.
- (d) In the event the Pension Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

The Parties to this Collective Agreement agree that the trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the Parties hereto to enforce the payment of such contributions and collect overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by an individual employer. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and right to receive the same to the Trustee.

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.

ROOFERS AND APPRENTICESHIP TRAINING FUND:

The employer shall contribute twenty eight and one-half cents (28½) per hour and shall deduct and remit twenty three and one-half cents (23½) per hour for each employee, up to forty (40) hours per week as set herein, as employers and employees both recognize the need and benefits derived from training received in new techniques of the industry.

The employer shall contribute an additional twenty-five cents (\$0.25) per hour for each employee to finance the cost and operations of the Sheet Metal Workers and Roofers Local 56 Training Center. The hourly rates in the wage tables contained herein have been reduced by this amount. In the event that this contribution is no longer necessary, the twenty-five cents (\$0.25) will revert to the employee wage package.

The total of seventy-seven cents (\$0.77) per hour, per hour employed by all employees working under the conditions of this agreement shall be sent by the employers concerned as set out under Employer Contributions, Item III, with a list of names in alphabetical order, to:

Financial Secretary
Cape Breton Roofers and Apprenticeship Training Program
470 Gatesway Avenue
Edwardsville, NS B2A 4S8

UNION ADMINISTRATION FUND:

The employer agrees to deduct seventy-five cents (\$0.75) per hour worked **and then effective July 1, 2022, fifty cents (\$0.50) per hour worked** for each employee and remit by the second (2nd) week of each month, together with a list of employees and hours worked, to:

Local 56 Sheet Metal Workers

470 Gatesway Avenue
Edwardsville, NS B2A 4S8

SUBMISSION OF RECORDS:

The Business Agent will forward to the employer a record form compatible to Bulger forms for submission to the Union office monthly which will list all employer contributions to Benefit Plans and employee payments to Union dues.

SHOP STEWARD:

When there is an established Sheet Metal/Roofing shop/company in the area, there shall be one (1) recognized Steward per company.

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

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD

JAMAEL JACK WALL

CALUM MACLEOD

GERALD PHILLIPPO

Amendment #6 – July 1, 2022