

**SHEET METAL COLLECTIVE AGREEMENT
MAINLAND NOVA SCOTIA
2026 -2030**

BETWEEN:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
(hereinafter called the "CLRA")

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

**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAILWAY AND
TRANSPORTATION WORKERS (SMART), LOCAL 409**
(hereinafter called the "Union")

14 McQuade Lake Crescent, Suite 105
Halifax, NS B3S 1B6
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THIS AGREEMENT dated at Dartmouth this 24th day of June, 2026.

EFFECTIVE DATE: May 5, 2026
EXPIRATION DATE: April 30, 2030

Correction #1 – May 5, 2026
Correction #2 – May 5, 2026

INDEX

DESCRIPTION	PAGE NO.
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - UNION SECURITY	2
ARTICLE 4 - STEWARDS.....	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
ARTICLE 6 - NORMAL HOURS OF WORK	5
ARTICLE 7 - TERMINATION OF EMPLOYMENT OR LAYOFF	6
ARTICLE 8 - OVERTIME	7
ARTICLE 9 - SHIFT WORK.....	8
ARTICLE 10 - WAGES.....	8
ARTICLE 11 - PAY PERIOD.....	9
ARTICLE 12 - REPORTING TIME	10
ARTICLE 13 - VACATION AND HOLIDAY ALLOWANCE	10
ARTICLE 14 - TRAVEL, ROOM AND BOARD	11
ARTICLE 15 - GRIEVANCE PROCEDURE	13
ARTICLE 16 - ARBITRATION	14
ARTICLE 17 - JURISDICTIONAL DISPUTES	15
ARTICLE 18 - SAFETY AND HEALTH	16
ARTICLE 18A – BEREAVEMENT LEAVE.....	17
ARTICLE 19 - ACCESS TO THE JOB SITE.....	18
ARTICLE 20 - SUB-CONTRACTS	18
ARTICLE 21 - NO STRIKE - NO LOCKOUT	18
ARTICLE 22 - EMPLOYER REMITTANCES.....	19
ARTICLE 23 - PENSION & WELFARE TRUST FUNDS.....	22
ARTICLE 24 – INDUSTRY IMPROVEMENT FUND	23
ARTICLE 25 - DESIGNATED HOLIDAYS.....	24
ARTICLE 26 - MAJOR INDUSTRIAL PROJECTS.....	26
ARTICLE 27 - CALL BACK TIME.....	27
ARTICLE 28 - DISCIPLINE	27
ARTICLE 29 - DISCRIMINATION.....	28
ARTICLE 30 - APPRENTICESHIP	29
ARTICLE 31 - TOOLS & JOB	30
ARTICLE 32 - EXCLUSION	31
ARTICLE 33 - SPECIAL PROVISIONS	31
ARTICLE 34 - JOINT CONFERENCE COMMITTEE	31
ARTICLE 35 – JOB TARGETING AND STABILIZATION PROGRAMS	32

INDEX

DESCRIPTION	PAGE NO.
ARTICLE 36 - SMART LOCAL 409 TRAINING FUND	33
ARTICLE 37 - SMART LOCAL 409 ADMINISTRATION, PROMOTION & EDUCATION FUND	34
ARTICLE 38 - TERM OF AGREEMENT	34
ARTICLE 39 - SIGNATORIES	35
CRAFT SCHEDULE "A" - MONETARY	36
CRAFT SCHEDULE "F" - FABRICATION	41
CRAFT SCHEDULE "L" – LIGHT COMMERCIAL	42
SCHEDULE "P" – PROBATIONARY EMPLOYEE CLASSIFICATION	44
CRAFT SCHEDULE "R" – MULTI-UNIT RESIDENTIAL AGREEMENT	45
CRAFT SCHEDULE "S" – ARCHITECTURAL CLADDING	48
CRAFT SCHEDULE "SJ" – SMALL JOB AGREEMENT	57
CRAFT SCHEDULE "T" JOB TARGETING STABILIZATION RULES & PROCEDURES	62
CRAFT SCHEDULE "T" – SHEET METAL LOCAL 409 – JOB TARGETING/JOB STABILIZATION APPLICATION FORM.....	64
CRAFT SCHEDULE "T" – SHEET METAL LOCAL 409 – JOB TARGETING/JOB STABILIZATION RESPONSE FORM.....	65
COST OF LIVING MEMORANDUM OF AGREEMENT.....	66
SHEET METAL TRADE CLASSIFICATION.....	69

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.

ARTICLE 2 - RECOGNITION

- 2.01 The employer and CLRA recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement.
- 2.02 The Union recognizes the CLRA as the sole collective bargaining agent for all unionized employees as covered by Accreditation Order No. 392C, dated January 29, 1976, covering Mainland Nova Scotia.
- 2.03 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, watchperson; time checkers; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; permanent employees; or classifications above the rank of foreperson as provided for in Craft Schedule "A"; persons transporting materials, equipment or supplies from a point of origin outside the site to a destination inside the site or from a point of origin inside the site to a destination outside the site.
- 2.04 If the workers on work over which the Union has jurisdiction are required in classifications not listed in the appended Schedule, the Schedule shall be amended by adding such classifications at the agreed wage rates.

ARTICLE 3 - UNION SECURITY

- 3.01 When employees are required, the employer may name hire a core group of five employees on a project. Any further employees on a project will be hired on a 50/50 basis, with the sixth employee being requested from the Union, the seventh being name hired by the Employer, and so on. The employer shall request the Union to furnish competent and qualified workers and the Unions shall supply, when available, competent and qualified workers as requested.

The parties agree that the application of the above hiring provision – Article 3.01 – shall be subject to a Letter of Understanding attached to the agreement as Schedule “B”.

- 3.02 The employer will not permit workers to commence work, unless the workers or employers are in possession of a referral slip or the worker has been cleared by a Local Union representative. Preference will 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 any employee(s).
- 3.03 If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and statutory holidays as contained herein, the Union is unable to supply the quantity of competent, qualified workers as requested, the employer may procure such workers elsewhere.
- 3.04 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 sixty (60) working days of termination; and the employer shall notify the Union in writing of the workers being recalled.
- 3.05 Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the appropriate Union, before commencing work on the job, of the names of the workers to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of their work.
- 3.06 The employer agrees that employees employed within categories covered by 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 of this Agreement.

- 3.07 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.
- 3.08 The employer agrees to deduct weekly the amount certified by the Union as Dues.
- 3.09 Should the employee be newly joining the Union, the employer agrees to deduct the Initiation Fee in the amount that has been certified as the then current fee in the Union when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees, such Initiation Fee may be deducted in weekly instalments.
- 3.10 The amounts so deducted shall be remitted by the employer to the Union at the address on file within fifteen (15) days of the month following, together with a list of all employees and Social Insurance numbers on whose behalf such deductions have been made.
- 3.11 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in this Agreement.
- 3.12 The employer shall not discriminate against any employee by reason of their membership in the Union and/or their participation in its lawful activity.
- 3.13 It is agreed that the employer has the right to transfer employees.

ARTICLE 4 - STEWARDS

- 4.01 The Business Agent or Business Manager may appoint Job/Shop Stewards. The Steward of the 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 employer's representative on the job 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.
- 4.02 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.
- 4.03 The employer will notify the Union on termination of employment of the Steward or their alternate. The Job Steward, if practicable, shall work all overtime.
- 4.04 Subject to all other items and conditions of this Agreement, the Steward shall be given special consideration before being laid off, except for just cause.
- 4.05 Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson or Management that will change or conflict in any way with any section or terms of this Collective Agreement.
- 4.06 If a mutual agreement can be reached by the employer and the union on the appointment of a Job Steward, the Job Steward will be the second last employee on a jobsite to be laid off or transferred.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, layoff, 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 6 - NORMAL HOURS OF WORK

- 6.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.
- 6.02 The normal hours of work shall consist of eight (8) hours per normal work day, Monday through Friday, between the hours of 7:00 a.m. to 5:00 p.m. with an interval of one-half (1/2) hour for lunch, scheduled at the employer's discretion.
- 6.02A If, at the end of the normal work day, the task at hand requires a relatively short amount of time to be completed, the employee has the option to work up to two hours at straight time to complete the task, provided that no more than forty (40) hours shall be worked at straight time in any given week.
- 6.03 The lunch period shall be from 12:00 Noon to 12:30 p.m.
- 6.04 Should expediency require, the normal starting and quitting times, rest periods and/or lunch period may be changed by mutual agreement between the employer and the employees on a project basis.
- 6.05 The employer shall allow a rest period of ten (10) minutes once in the mid-way point of the morning and once in the mid-way point of the afternoon. The ten (10) minutes duration shall be measured from the time the employee ceases their labour to commencement of labour and shall be at a time determined by the employer. This provision applies to all shifts worked.
- 6.06 This Article does not apply to Major Industrial Projects (Article 26). On Commercial work, if due to the Owners' stipulations, work cannot be performed during normal working hours, employees may perform the work required outside the normal working hours according to job requirements and tender specifications up to eight (8) hours per work day, and forty (40) hours per week at the straight time rate of pay.

This Article does not apply to Designated Holidays. Saturday and Sunday may be included with the consent of the Union.

- 6.07 If mutually agreed prior to the start of the project by employer and employees, and with the consent of the Union Hall, the hours of work may be changed from 5 x 8 hour days to 4 x 10 hour days Monday – Thursday or Tuesday – Friday. Should a Designated Holiday (Article 25) fall within the agreed workweek, it shall be observed as per the Collective Agreement and may not be made up within the week at straight time rates. An eighty percent (80%) vote of employees will prevail under this Article.
- 6.08 Employees shall be given a ten (10) minute rest period before the commencement of overtime provided that the overtime scheduled is two (2) hours or less in duration.

ARTICLE 7 - TERMINATION OF EMPLOYMENT OR LAYOFF

Layoffs and Severance Pay:

- 7.01 Layoffs shall occur only at 12:00 Noon and at 4:30 p.m. Each employee shall receive two (2) hours notice of layoff or two (2) hours pay in lieu of such notice at their regular rate of pay.
- 7.02 In the event of lay off or dismissal, the employee's wages shall be available in full within five (5) full working days of the time of lay off or dismissal and at that time the employee shall receive their Record of Employment or copy of ROE Web e-Filing, vacation pay and holiday pay. The employer may post by mail or electronically to the address designated by the employee's Record of Employment such items within five (5) full working days of the time of lay off or dismissal. If the employer fails to comply with the provisions hereof, the employee shall be paid an additional sum equal to eight (8) hours pay at their regular rate, and an additional sum equal to eight (8) hours pay at their regular rate for every two (2) additional days delinquency. At employer's discretion, final wages, vacation pay and holiday pay may also be paid by electronic deposit.

ARTICLE 8 - OVERTIME

- 8.01 When working a regular eight (8) hour work day schedule, the first two (2) hours worked in excess of the normal working hours per day, Monday through Friday, shall be paid for at the rate of one and one half times (1-1/2 x) the straight time rate of pay.
- 8.02 All other hours worked in excess of the normal working hours including hours worked on Saturday, Sunday or designated holidays as set forth in this Collective Agreement shall be paid for at the rate of double (2 x) the straight time rate of pay.
- 8.03 Employees who are required to work in excess of two (2) hours unscheduled overtime, and every four (4) hours thereafter, 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:
- Meal Allowance\$35.00**
- 8.04 The employer will distribute overtime fairly among available, qualified employees, where practical.
- 8.05 Employees who have missed time during the normal scheduled hours, Monday through Friday, will by mutual agreement work extra hours of work at the regular straight time rate of pay up to a maximum of forty (40) hours, excluding Saturday, Sunday and designated holidays. There shall be no disciplinary action taken by either party pertaining to this clause.

ARTICLE 9 - SHIFT WORK

- 9.01 In the event that shift work is instituted such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least five (5) consecutive week days, excluding Saturdays, Sundays and designated holidays.
- 9.02 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; second shift 15% over basic hourly rate; third shift 18% over basic hourly rate.
- 9.03 Where employees are receiving a shift differential and are working 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.
- 9.04 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 shift.

ARTICLE 10 - WAGES

- 10.01 The regular hourly rates of pay for each classification of worker shall be in accordance with the rates contained in the appended Craft Schedule. This Craft Schedule is attached hereto and is hereby made part of this Collective Agreement.

ARTICLE 11 - PAY PERIOD

- 11.01 Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque or electronic deposit, it must be distributed before quitting time on Thursday. If payment is by cash, payment shall be made no later than quitting time on Friday. If the regular payday is a holiday, then the employee's pays shall be distributed a day earlier.
- 11.02 A clear statement of hours worked, rate of pay, total earnings, net earnings and deductions shall be given to employees on payday. This statement may be distributed by hard copy or electronically as mutually agreed by the Employer and employees.
- 11.03 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.
- 11.04 (a) When employee's pays are not distributed in a timely manner in accordance with Article 11.01, the employee shall receive one (1) days pay at the basic hourly rate for each working day until the day the pay is delivered, commencing at 8:00 a.m. the first working day after the company's regular pay day.
- (b) Errors in an employee's pay will be corrected by the end of the following working day after the day they are brought to the employer's attention. When errors are not corrected by the end of the following working day, the employee shall receive one (1) day's pay at the basic hourly rate for each working day until the day the error is corrected, commencing at the end of the working day after the day the error is brought to the employer's attention.

ARTICLE 12 - REPORTING TIME

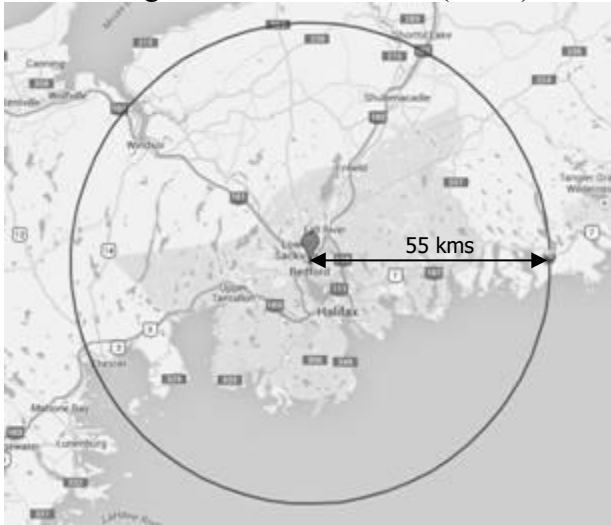
- 12.01 Employees who report for work by direction of the employer and who are not placed at work shall be entitled to three (3) hours pay at their regular rate of pay. In the case of inclement weather the employee shall receive one (1) hours pay at the established rate, provided the employee remains on the job and is available for work during the period of such reporting time. The foregoing provisions shall apply to Saturday, Sunday, designated holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.
- 12.02 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 or when an employee leaves work of their own accord.
- 12.03 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 or until they are released by the foreperson or immediate supervisor.
- 12.04 The employer shall determine when weather conditions on the job are such that the workers shall or shall not work. It shall be the responsibility of the employee to notify the employer before the scheduled starting time if they are unable to report for work; failure to do so may result in disciplinary action.

ARTICLE 13 - VACATION AND HOLIDAY ALLOWANCE

- 13.01 A vacation and holiday allowance shall be paid to each person in lieu of paid vacation and holidays. Payment of such vacation and holiday allowance shall be paid at the rate of nine percent (9%) of the total base rate earnings and paid weekly or as mutually agreed.
- 13.02 The employer and employees shall mutually agree on the time that the employees shall take the annual vacation.

ARTICLE 14 - TRAVEL, ROOM AND BOARD

- 14.01 There shall be a free zone for employees working within a fifty-five (55) kilometre radius of the Halifax County intersection of Provincial Highway 101 and 102 as demonstrated in the diagram below. Travel, room and board allowance will not apply when travelling to and working within this free zone (14.01).



- 14.02 Travel, room and board allowance will not apply when travelling to or working within a fifty-five (55) kilometre radius around the employer's permanent place of business outside Article 14.01 as calculated in the diagram of Article 14.01.
- 14.03 There shall be a fifty-five (55) kilometre radius free zone around all projects outside the jurisdiction of Clause 14.01 as calculated in the diagram of Article 14.01. The centre of this zone shall be a job shack established on the job site.
- 14.04 Employees living outside the limit of the fifty-five (55) kilometre free zone radius in Article 14.03 and who are required to commute daily to the job site shall be paid a mileage allowance as per Article 14.05. Travel shall be from the place of residence to the outside limit of the free travel zone and return to their place of residence by the shortest normally travelled route. Daily travel shall not exceed the daily board allowance or include travelling time.
- 14.05 Travel allowance rates per kilometre to be those published by the Canada Revenue Agency. The employer has the option to provide adequate transportation or pay the travel allowance to entitled employees.

- 14.06 If the employee's employment is terminated for just cause or the employee leaves of their own accord before having qualified for travel expenses and travelling time to the job they shall not be entitled to receive the cost of such travel expenses and travelling time.
- 14.07 When an employee travels to an area where they are required by the employer to stay overnight, as per Article 14.08 the employer shall pay the employee, when the employee uses their own vehicle, only their travel allowance into a job site.

Travel allowance shall be paid as set forth in Article 14.05 from the employee's permanent residence to the outside limit of the travel free zone radius around the job site. Travel allowance shall not exceed board allowance or include travelling time. Travel allowance under this article shall be paid one way upon commencement of the job.

- 14.08 Employees required to travel a distance of one hundred fifteen (115) kilometres or more from their principal residence to the jobsite shall be paid Living Out Allowance (LOA) as per this Article.

Living Out Allowance:

<u>May 5, 2026</u>	<u>\$165.00</u> per day worked
<u>May 1, 2027</u>	<u>\$170.00</u> per day worked
<u>May 1, 2028</u>	<u>\$175.00</u> per day worked
<u>May 1, 2029</u>	<u>\$180.00</u> per day worked

For employees travelling less than one hundred fifteen (115) kilometres from their principal residence to the jobsite, Articles 14.03 and 14.04 shall apply.

- 14.09 The Employer shall decide to either provide adequate accommodations or pay the above LOA. If the Employer decides to provide accommodations, a meal allowance of sixty-nine dollars (\$69.00) per day shall be paid. This rate shall be adjusted in accordance with Canada Revenue Agency guidelines.
- 14.10 When an employee who qualifies for LOA pays for and stays in a hotel, motel or short-term rental and provides a receipt to the Employer, the Employer shall pay an additional forty dollars (\$40.00) allowance per day. This allowance will only be paid once daily per hotel, motel or short-term rental paid.
- 14.11 If employer-provided accommodations providing room and board are available for a project, the employee will live at the employer-provided accommodations and no LOA will be paid to the employee. If the employee, on initial hiring on said project, chooses not to stay at the accommodations provided, they will be paid the LOA as outlined in Article 14.08.
- 14.12 Where an employee who is otherwise eligible for the daily LOA and by their own choice works less than the scheduled shift on a given day, they shall be paid a living allowance calculated on the basis of the percentage of the LOA for every hour worked. (i.e. employee

works 7 hours of an 8 hour shift, the living allowance would be 7/8 of the appropriate LOA). LOA shall not be adjusted due to inclement weather or for medical appointments. The employer may ask the employee to provide a note from a doctor.

- 14.11 When an employee is required to travel from one site to another site during working hours and the employee is required to use the employee's own vehicle, such employee shall be paid the hourly rate and travel allowance and any related parking costs incurred by the employee.
- 14.12 All payments made to the Union employees under Article 14 shall be made on the basis of a completed TD-4 form when applicable and being appropriately completed and signed on a non-income taxable basis. It shall be the responsibility of employees to make any income tax payments on travel, room and board that may be found to be due now or in the future. In the absence of appropriately completed TD-4 forms, all payments shall be added to gross pay and taxed. The employer shall make the forms available to each employee at the beginning of the project.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 Any matter relating to or involving:
- (i) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
 - (ii) A violation or an allegation of a violation of the Collective Agreement.
 - (iii) Working conditions; or
 - (iv) A question whether a matter is arbitrable may be the subject of a grievance.
- 15.02 **Procedure:**
- (i) Any such matter constituting a grievance must be filed in writing by the Union with the employer, or by the employer with the Business Manager or Union Representative within seven (7) working days, excluding Saturday, Sunday and Statutory Holidays of the occurrence of the event giving rise to the grievance.
 - (ii) The grievance must be filed and discussed with the employer's Labour Relations Officer or their Representative on the project or the Business Manager or Union Representative.
 - (iii.a) In the event that the Parties, (the Union and the employers' Representative) are able to agree on the appointment of an individual Arbitrator, and the terms of reference of the Arbitrator including hearing and decision dates and upon such agreement by the Parties, the time limitation for the hearing of the Arbitration may be extended.

- (iii.b) The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.
- (iv) Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.
- 15.03 The Parties agree arbitration cases should be decided on the merits so that the dispute may be finally and fairly resolved with simplicity and dispatch.
- 15.04 The Parties further agree that an Arbitrator appointed under the terms of this Collective Agreement has the power to relieve against time limits, and each grievance before the Arbitrator shall be determined on its merits.

ARTICLE 16 - ARBITRATION

- 16.01 The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.
- 16.02 The decision of the Arbitrator is to be complied with within fifteen (15) days of receipt by the Parties.

ARTICLE 17 - JURISDICTIONAL DISPUTES

- 17.01 A mark-up meeting will be held with each Contractor not later than the commencement of the Contractor's work on all projects and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the National Joint Board Building Trades Department, A.F.L. & C.I.O. The work assignment shall not be completed until a meeting on site has been convened with all Parties involved and until a subsequent meeting (not later than twenty-four (24) hours) has taken place, at which the Contractor shall present the work assignment on paper to all Parties.
- 17.02 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 the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. 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 50 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 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.
- 18.02 Employees shall not be required to work with unsafe equipment and conditions.
- 18.03 Safety hats must be worn by all employees on the job site at all times.
- 18.04 Adequate toilet facilities and fresh drinking water with ice (year round) and paper cups will be provided by the employer.
- 18.05 Fresh drinking water, tool sheds and lunchrooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for a site.
- 18.06 Where required, adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches, tables, be lockable, and kept clean, no tools or equipment shall be stored in said quarters while workers are on the job.
- 18.07 Safety hats, glasses and gloves will be supplied by the employer.
- 18.08 Rain suits will be provided by the Employer as required.
- 18.09 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if injury occurs in the second half of the shift.
- 18.10 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.
- 18.11 For serious safety infractions, including fall arrest violations, the employee shall be dismissed for the day and shall not be eligible to work on the next scheduled working day. If the same employee commits another serious safety infraction within six months of the previous infraction, they shall be suspended for a minimum of one week (5 working days) and shall be ineligible for re-hire by any employer until said employee has successfully completed appropriate re-training, at their own expense.

- 18.12 The employer will contribute twenty-five cents (\$0.25) per hour worked for the provision of Safety Training as follows:

- WHMIS
- Safety Orientation
- Fall Arrest
- First Aid
- Confined Space (as required)
- Aerial Lift Training

This contribution will be remitted along with the Training Fund contribution for a total contribution of fifty cents (\$0.50) per hour as set out in the wage table of this agreement.

Employers will not be responsible to pay for members' time in safety training. The Training Fund will pay members a per diem when taking safety training courses. When possible, safety training will be provided outside regular working hours.

It is agreed that this Safety Training program will be subject to audit and review of the parties as appropriate and is subject to termination by either party if the program is not functioning satisfactorily. In the event the Safety Training program is terminated, the employer's contribution shall cease.

It is the intention of the parties that all members receiving a referral slip from the hall shall have current and valid training in the courses listed above. Employees are responsible for ensuring that their training in the courses listed above does not lapse.

ARTICLE 18A – BEREAVEMENT LEAVE

- 18A.01 In the event of a death in the employee's immediate family, i.e. the employee's children, parents, grandparents, siblings, spouse, or spouse's parents, the Employer will grant to the employee up to five (5) days unpaid leave of absence for the purpose of making arrangements for or attending the funeral or memorial service, regardless of the employee's length of service.

- 18A.02 For employees with at least one year's unbroken service with a contractor, up to two (2) of these days leave of absence will be with pay for the purpose of making arrangements for or attending the funeral or memorial service. Pay shall be at the employee's regular hourly straight time rate (hourly wages only) and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

- 18A.03 For employees with at least six (6) months' but less than one (1) year's unbroken service with a contractor, up to one (1) of these days leave of absence will be with pay for the purpose of making arrangements for or attending the funeral or memorial service. Pay shall be at the employee's regular hourly straight time rate (hourly wages only) and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

ARTICLE 19 - ACCESS TO THE JOB SITE

- 19.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 19.02 Notification for access will be made with the employer's representative on the job.
- 19.03 Conduct on the job site will be subject to the general regulations of the employer.

ARTICLE 20 - SUB-CONTRACTS

THE EMPLOYER AGREES:

- 20.01 That it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
- 20.02 To have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by this Agreement. For the purposes of this clause "sub-contractor" shall mean any Contractor who performs work for the employer on the project (job site).

ARTICLE 21 - NO STRIKE - NO LOCKOUT

- 21.01 The Union 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 employer for the duration of this Agreement.
- 21.02 Participation by an employee, or group of employees, in an act violating the above provision will be cause for disciplinary action.
- 21.03 The employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

ARTICLE 22 - EMPLOYER REMITTANCES

NOTE: For employer remittances for Light Commercial see Craft Schedule “L”.
For employer remittances for Multi-Unit Residential see Craft Schedule “R”.
For employer remittances for Architectural Cladding see Craft Schedule “S”.
For employer remittances for Small Job see Craft Schedule “SJ”.

22.01 Employers signatory to this Agreement shall remit monthly to the Administrator of Records before the fifteenth (15th) day of the month following the sums as set out below for journeypersons. Remittances for apprentices for Pension and Stabilization, refer to the wage tables.

22.01A

EMPLOYER REMITTANCES		COMMERCIAL	INDUSTRIAL
Effective <u>May 5, 2026</u>			
Pension Fund	Article 23	\$7.82	\$8.21
Welfare Fund	Article 23	\$2.50	\$2.50
Stabilization Fund	Article 35	\$1.50	\$1.50
Training Fund	Article <u>36</u>	<u>\$0.50</u>	<u>\$0.50</u>
<u>Administration, Promotion & Education Fund</u> (per hour worked)	<u>Article 37</u>	<u>\$0.48</u>	<u>\$0.48</u>
<u>Industry Improvement Fund (per hour worked)</u>	Article 24	<u>\$0.23</u>	<u>\$0.23</u>
Total Remittance Per Hour		<u>\$13.03</u>	<u>\$13.42</u>
Effective <u>May 1, 2027</u>			
Pension Fund	Article 23	<u>\$8.17</u>	<u>\$8.58</u>
Welfare Fund	Article 23	\$2.50	\$2.50
Stabilization Fund	Article 35	\$1.50	\$1.50
Training Fund	Article <u>36</u>	\$0.50	\$0.50
Administration, Promotion & Education Fund (per hour worked)	Article 37	\$0.48	\$0.48
Industry Improvement Fund (per hour worked)	Article 24	\$0.23	\$0.23
Total Remittance Per Hour		<u>\$13.38</u>	<u>\$13.79</u>
Effective <u>May 1, 2028</u>			
Pension Fund	Article 23	<u>\$8.52</u>	<u>\$8.95</u>
Welfare Fund	Article 23	\$2.50	\$2.50
Stabilization Fund	Article 35	\$1.50	\$1.50
Training Fund	Article <u>36</u>	\$0.50	\$0.50
Administration, Promotion & Education Fund (per hour worked)	Article 37	\$0.48	\$0.48
Industry Improvement Fund (per hour worked)	Article 24	\$0.23	\$0.23
Total Remittance Per Hour		<u>\$13.73</u>	<u>\$14.16</u>
Effective <u>May 1, 2029</u>			
Pension Fund	Article 23	<u>\$9.03</u>	<u>\$9.49</u>
Welfare Fund	Article 23	\$2.50	\$2.50
Stabilization Fund	Article 35	\$1.50	\$1.50
Training Fund	Article <u>36</u>	\$0.50	\$0.50
Administration, Promotion & Education Fund (per hour worked)	Article 37	\$0.48	\$0.48
Industry Improvement Fund (per hour worked)	Article 24	\$0.23	\$0.23
Total Remittance Per Hour		<u>\$14.24</u>	<u>\$14.70</u>

22.01B It is agreed that the Union will contribute three cents (\$0.03) via the Mainland Nova Scotia Building and Construction Trades Council to join the Nova Scotia Construction Sector Council (NSCSC) and it is also agreed that the Union has the option to opt out of the NSCSC anytime of this agreement given sixty (60) days notice.

22.02 Pension & Welfare Trust Funds remittances shall be made on the forms provided and payable to:

Benefit Plan Administrators Limited "In Trust"

38 Solutions Drive, Suite 100

Ravine Centre Two

Halifax, NS B3S 0H1

Phone: (902) 455-7277

Fax: (902) 454-5936

Remittances for the Stabilization Fund shall be payable to:

Stabilization Fund Sheet Metal Worker 409

Suite 105, 14 McQuade Lake Cres.

Halifax, NS B3S 1B6

Remittances for the Training Fund shall be payable to:

Sheet Metal Worker Local 409 Training Program

Suite 105, 14 McQuade Lake Cres.

Halifax, NS B3S 1B6

Remittances for the Administration, Promotion & Education Fund shall be payable to:

Sheet Metal Worker Local 409 Administration, Promotion & Education Fund

Suite 105, 14 McQuade Lake Cres.

Halifax, NS B3S 1B6

Remittances for the Industry Improvement Fund shall be payable as per Article 24:

22.03 The Parties to this Collective Agreement agree that, in the interest of transparency, either Party may request of the other Party a report detailing the number of labour hours remitted per contractor under Article 22 during the prior six (6) months, in order to ensure consistent reporting. Such a request shall be made a maximum of two (2) times per year. Reports provided shall not be shared with individual contractors.

ARTICLE 23 - PENSION & WELFARE TRUST FUNDS

The Parties hereto agree on Pension & Welfare Trust Funds as follows:

- 23.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.
- 23.02 The employer shall make contributions for journeypersons and apprentices to the Pension & Welfare Trust Funds as set out in the wage tables on all hours paid.
- 23.03 The Pension & Welfare Trust Funds shall be professionally administered.
- 23.04 It is agreed that provisions for an increase in the Pension & Welfare Trust Funds will be implemented if so desired by the Local, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- 23.04A It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund (Article 24), provided that the union receives sixty (60) days notice of such change.
- 23.05 Neither The International Association of Sheet Metal, Air, Railway and Transportation Workers, Local 409 nor the Nova Scotia Construction Labour Relations Association Limited shall incur any legal liability with regard to claims arising from the Pension & Welfare Trust Funds.
- 23.06 The Parties hereto agree that the Board of Trustees appointed pursuant to this Agreement and Declaration of Trust establishing the Pension & Welfare Trust Funds shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- 23.07 No grievance instituted by the Board of Trustees as agent to the Parties 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 pertaining to timeliness.

- 23.08 Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages, and costs.
- 23.09 A list of employees, their Trade Union and social insurance number, along with remittance forms required by the Administrator, shall be included with the remittances.

ARTICLE 24 – INDUSTRY IMPROVEMENT FUND

- 24.01 All employers must contribute and remit each month, on or before the fifteenth (15th) day of the following month, to the Industry Improvement Fund an amount of twenty-three cents (\$0.23) for each hour worked, in that month by any employee covered by this Agreement.

This will be paid by Electronic Funds Transfer (EFT) with hours reported at the time of payment via the CLRA Remittance Portal at iif.nslra.ca.

Employers who are unable to remit payment by EFT should contact the CLRA at iif@nslra.ca or by phone at 902-468-2283.

- (a) A portion of this fund is forwarded to the Mechanical Contractors Association of Nova Scotia Fund. The purpose of this portion of the fund is to reimburse member contractors a percentage of costs incurred for mechanical industry education and training programs, and for mechanical industry and membership promotion. For details, please call CLRA at (902) 468-2283.
- 24.02 The Parties hereto agree that either Party shall have the authority to utilize the arbitration procedures 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 of contributions, damages and all related costs.
- 24.03 It is agreed that upon the Agreement of both Parties the Parties shall be entitled to increase the contributions to the Industry Improvement Fund provided that thirty (30) days notice is given.
- 24.04 The Parties agree that this Fund is a term or condition of employment of employees covered by this Collective Agreement.

ARTICLE 25 - DESIGNATED HOLIDAYS

25.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

CALENDAR YEAR 2026	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
Victoria Day	Monday	May 18, 2026	Same
Canada Day	Wednesday	July 1, 2026	Same
Labour Day	Monday	September 7, 2026	Same
National Day for Truth and Reconciliation	Wednesday	September 30, 2026	Same
Thanksgiving Day	Monday	October 12, 2026	Same
Remembrance Day	Wednesday	November 11, 2026	Same
Christmas Day	Friday	December 25, 2026	Same
Boxing Day	Saturday	December 26, 2026	Monday December 28, 2026
CALENDAR YEAR 2027	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Friday	January 1, 2027	Same
Heritage Day	Monday	February 15, 2027	Same
Good Friday	Friday	March 26, 2027	Same
Victoria Day	Monday	May 24, 2027	Same
Canada Day	Thursday	July 1, 2027	Same
Labour Day	Monday	September 6, 2027	Same
National Day for Truth and Reconciliation	Thursday	September 30, 2027	Same
Thanksgiving Day	Monday	October 11, 2027	Same
Remembrance Day	Thursday	November 11, 2027	Same
Christmas Day	Saturday	December 25, 2027	Monday December 27, 2027
Boxing Day	Sunday	December 26, 2027	Tuesday December 28, 2027

CALENDAR YEAR 2028	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Saturday	January 1, 2028	Monday January 3, 2028
Heritage Day	Monday	February 21, 2028	Same
Good Friday	Friday	April 14, 2028	Same
Victoria Day	Monday	May 22, 2028	Same
Canada Day	Saturday	July 1, 2028	Monday July 3, 2028
Labour Day	Monday	September 4, 2028	Same
National Day for Truth and Reconciliation	Saturday	September 30, 2028	Monday October 2, 2028
Thanksgiving Day	Monday	October 9, 2028	Same
Remembrance Day	Saturday	November 11, 2028	Monday November 13, 2028
Christmas Day	Monday	December 25, 2028	Same
Boxing Day	Tuesday	December 26, 2028	Same
CALENDAR YEAR 2029	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Monday	January 1, 2029	Same
Heritage Day	Monday	February 19, 2029	Same
Good Friday	Friday	March 30, 2029	Same
Victoria Day	Monday	May 21, 2029	Same
Canada Day	Sunday	July 1, 2029	Monday July 2, 2029
Labour Day	Monday	September 3, 2029	Same
National Day for Truth and Reconciliation	Sunday	September 30, 2029	Monday October 1, 2029
Thanksgiving Day	Monday	October 8, 2029	Same
Remembrance Day	Sunday	November 11, 2029	Monday November 12, 2029
Christmas Day	Wednesday	December 25, 2029	Same
Boxing Day	Thursday	December 26, 2029	Same
CALENDAR YEAR 2030	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Tuesday	January 1, 2030	
Heritage Day	Monday	February 18, 2030	
Good Friday	Friday	April 19, 2030	

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.

Should new provincial statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

ARTICLE 26 - MAJOR INDUSTRIAL PROJECTS

26.01 **Major Industrial Projects** shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (labour hours, materials and equipment) in excess of sixty million dollars (\$60,000,000.00), but not limited to:

- | | |
|------------------------------------|---------------------------------------|
| 1. Heavy water plants | 6. Rubber plants (such as Michelin) |
| 2. Oil and gas refineries | 7. Steel mills |
| 3. Pulp mills | 8. Metal producing facilities |
| 4. Petro-chemical plants | 9. Power generating projects |
| 5. Automobile manufacturing plants | 10. Ore reduction plants and Smelters |

26.02 The parties may meet and agree to different terms and conditions to apply on a given project falling under Article 26 should special conditions so require.

26.03 The Parties recognize that in a major project, the CLRA, the employer, and the Unions have mutual interest in the rules governing the performance of the work on the site. It is agreed that Site Rules & Regulations will be prepared and distributed among the employees on the job, by the employer, provided such rules do not conflict or contravene terms of this Agreement.

It is agreed by the Union, that all employees covered by this Agreement shall be made aware of these Site Rules & Regulations by the Employer at the time of their hire and that they shall be bound by them through out the duration of their employment.

It is further agreed that violations of these Site Rules & Regulations is just cause for the disciplinary action as specified in the Site Rules.

Site Rules, if used, shall be included in any mark-up meeting held under this Agreement and each employee shall be given a copy of these Site Rules & Regulations to read and sign upon hiring.

26.04 The Parties agree that in the event that there is a strike or lock-out in the Commercial or Industrial sector of the construction industry in the Province during the duration of the Major Project, the strike or lock-out shall not affect the Major Project and the Employer shall continue to be entitled to hire and lay off workers under the Agreement in accordance with the normal practices as determined by the staffing requirements of the work in progress, on the site, but there shall be no coordinated layoffs, terminations, separations, resignations or rehiring by the Union or the Employer in order to circumvent the consequence of any strike or lock-out that may take place outside the Project site.

ARTICLE 27 - CALL BACK TIME

- 27.01 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.
- 27.02 When employees are called out to work by Management on Saturdays, Sundays and designated holidays and commence work, regardless when called, Article 12 shall apply.
- 27.03 Travel time will apply if applicable.

ARTICLE 28 - DISCIPLINE

- 28.01 The procedure in disciplining an employee shall be:
- (a) First Warning: Provide the employee with a verbal warning. The warning shall be recorded by the Employer and communicated to the employee and the Union.
 - (b) Second Warning: Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreperson and Job Steward if a Job Steward has been assigned to the site (Steward to sign only as a witness that the warning was given). Copy of the warning notice shall be sent to the Union office.
 - (c) Third Warning: A third warning calls for a suspension. The length of the suspension to be at Employer's discretion, but not to exceed one (1) week. Written notice of the suspension shall be sent to the Union office.
 - (d) Any offence after suspension: Employee may be terminated at the discretion of the Employer. Written notice of termination shall be sent to the Union office.
- 28.02 The above progressive discipline procedure is not applicable to the following offences, which may be subject to immediate termination at the Employer's discretion:
- Intoxication
 - Insubordination
 - Theft
 - Physical altercation on site
 - Illegal work stoppages
 - Failure to follow company safety policies where the conduct could endanger life or result in serious injury: fall protection, LOTO, confined space, aerial work platforms, adherence to hazardous material practices.

- 28.03 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 at any time, unless explicitly authorized by the Employer, using a cellular device, record any images or share, post or communicate information regarding a jobsite. Violations of this article shall be subject to the disciplinary procedure set out in Article 28.01.
- 28.04 Subject to site rules, Stewards may use cellular telephones on site in the course of their duties but shall not post any site images except as authorized by the Employer. 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.
- 28.05 Any records of warning or suspension shall be removed from an employee's file if within twelve (12) months, there has not been any further discipline of the same or similar nature.

ARTICLE 29 - DISCRIMINATION

- 29.01 The Parties hereby recognize and acknowledge their obligations and responsibilities pursuant to the Human Rights Act of Nova Scotia.
- 29.02 The Employer shall not discriminate against any employee by reason of their membership in the Union and/or their participation in its lawful activity.

ARTICLE 30 - APPRENTICESHIP

30.01 Both Parties agree that all trades and crafts involved in completion of the construction job requires systematic training followed by, or in conjunction with, practical experience. It agrees that apprentices covered under this Agreement shall spend six (6) months each year in the shop and six (6) months each year in the field during their term of apprenticeship, wherever it is practical to do so.

30.02 Both Parties agree that on-the-job training of duly indentured apprentices is a necessary part of any systematic training program. They note that the periodic nature of the construction industry does not permit continuous employment by one (1) employer, although continuity of employment is necessary for systematic training. They recommend that the apprentices to the trade should be indentured to the Local Apprenticeship Committee established under Section 3(1), the *Apprenticeship and Trades Qualification Act* and agree to abide by the rules and regulations of that Committee respecting control, transfer and training of individual apprentices and that the apprentices shall not be subject to disciplinary actions by either Party without authority of the Committee.

30.03 The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement shall be based on the journeyperson rate (Total Package) as in Craft Schedule "A", Monetary.

0 hours – 900 hours:	60% of Journeyperson package (wage only)
901 hours – 1,800 hours:	60% of Journeyperson package
1,801 hours – 3,600 hours + Level 1 successfully completed:	70% of Journeyperson package
3,601 hours – 5,400 hours + Level 2 successfully completed:	80% of Journeyperson package
5,401 hours – 7,200 hours + Level 3 successfully completed:	90% of Journeyperson package

An apprentice who currently has an hourly rate higher than that above shall not have their rate reduced.

30.04 Apprentice ratios shall be one (1) apprentice to every one (1) journeyperson.

30.05 The parties agree that during the fabrication process the attached Schedule "F", Fabrication Agreement, shall apply at the employer's discretion.

30.06 The Parties agree to appoint the Apprenticeship Committee provided under Article 30.02 within three (3) months of the signing of this Agreement.

30.07 All employers will recognize work credits done with another employer for all purposes and benefits under this Agreement. Such credits will be based upon Records of Employment, Union Pension Credits and/or Apprentice Log Book and Dept. of Education records.

ARTICLE 31 - TOOLS & JOB

31.01 Journeyperson sheet metal workers, Parties to and recognized under this Agreement, shall provide for themselves a tool box and the following hand tools:

- | | |
|------------------------------------|-----------------------------|
| - Tinnners Hammers – 16 oz | - Bulldog Snips |
| - Right & Left Hand Aircraft Snips | - Screwdrivers-S/M/L |
| - Pliers | - Rule |
| - Scribers | - Centre Punches |
| - Trammel Points | - Dividers – 6”-12” |
| - Chalk Line | - Solid Punch – 4/16” |
| - Plumb Bob | - Chisels |
| - Level | - Combination or Try Square |
| - Vice Grip Pliers | - 3½” Wide Pliers |

31.02 **Roofing Sheet Metal workers only:**

- Hacksaw Frame
- Crescent or Adjustable Wrench
- One (1) set of Allen Wrenches

31.03 **Siding Sheet Metal workers only:**

- 1 Vice Grip Welding Clamp
- 1 Set of Robertson Screwdrivers
- 1 – 2’ Level

31.04 At the beginning of the second six (6) month period, the apprentices shall be required to have the following tools:

- | | |
|---------------------------------|--------------------------------------|
| - Steel Tape | - Tinnners Hammer |
| - Snips | - Right & Left Handed Aircraft Snips |
| - Screwdrivers – S/M/L | - Pliers |
| - Vice Grip Pliers | - Chisel |
| - Crescent or Adjustable Wrench | - Hacksaw |

31.05 Employee(s)' tools lost through fire or theft while under the protection of the employer's lock and key shall be replaced or a sum equivalent to the value of the tools lost shall be paid by the employer upon reasonable proof of loss by an employee(s).

31.06 Job means an individual construction project or operation or sheet metal shops requiring the services of sheet metal workers.

ARTICLE 32 - EXCLUSION

- 32.01 This Agreement will not apply to a sheet metal shop which has a separate Shop Agreement with the Union.

ARTICLE 33 - SPECIAL PROVISIONS

- 33.01 Specific provisions for domestic (jobbing) work, including sheet metal shops, may be established by mutual agreement between the employer and employees affected.
- 33.02 All Sheet Metal Duct and Fittings 26 gauge and heavier shall be union made by members in good standing of SMART. Any Sheet Metal Duct or Fittings fabricated by members who are not members of Local 409 shall arrive on site in broken down form.
- 33.03 Spiral Duct may arrive on site in lengths to be determined by the employer.
- 33.04 Article 33.02 shall not include items normally considered, manufactured items.

ARTICLE 34 - JOINT CONFERENCE COMMITTEE

- 34.01 A Joint Conference Committee (J.C.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The J.C.C. shall have equal representation up to a maximum of six (6) from Management and Union. The mandate of the J.C.C. will be to study specific proposals regarding specific contract provisions for sheet metal shops and hiring procedures. The J.C.C. shall make recommendations to the Parties for amendment to this Collective Agreement in order to improve the competitiveness of the unionized sector of the sheet metal trade.

ARTICLE 35 – JOB TARGETING AND STABILIZATION PROGRAMS

- 35.01 It is recognized that from time to time certain terms and conditions of employment for Local 409 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.
- 35.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Targeting Committee (T.C.).
- 35.03 Where this committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 35.04 A Targeting Committee (T.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Targeting Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Targeting Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.

Job Targeting Program

- 35.05 Job Targeting and Stabilization programs as established under this Article and the job targeting/stabilization rules and procedures as established by the Parties and the Targeting Committee are set forth in Schedule “T” of this Agreement.
- 35.06 The Application Forms for the Job Targeting Program are found after Schedule “T” Job Targeting/Stabilization Rules and Procedures of this Agreement.

Stabilization Program

- 35.07 An employer may request the Union to stabilize a job within the jurisdiction of Sheet Metal Local 409 in conjunction with the existing Targeting Program.
- 35.08 If the Union agrees to stabilize a job, the Unions shall set a dollar tender amount for this stabilized job and this dollar tender amount shall apply to the individual contractor’s job regardless of the numbers of hours worked. Once established, the stabilization and/or targeting granted on a job by a Union shall apply to all Local 409 members working on that job.

- 35.09 The Stabilization Program shall be funded from deductions from the wage package (Craft Schedule A) and forwarded by the employer with a completed form provided to the employer to:

Stabilization Fund SMW 409
14 McQuade Lake Crescent, Suite 105
Halifax, NS B3S 1B6

For all hours worked in excess of the normal hours Monday through Friday and all hours worked on Saturday, Sunday or designated holidays (Article 25) all Stabilization Program contributions shall be paid at double (2x) the straight time contribution rate.

- 35.10 The Application Forms for the Job Stabilization Program are found after Schedule “T” Job Targeting/Stabilization Rules and Procedures of this Agreement.

ARTICLE 36 - SMART LOCAL 409 TRAINING FUND

- 36.01 The contributions for the SMART Local 409 Training Fund shall be fifty cents (\$0.50) per hour worked by all employees working under the terms and conditions of this Agreement. The contributions shall be sent by the employers with a list of names in alphabetical order to the SMART Local 409 Union Office.

The cheque shall be made payable to the SMART Local 409 Training Program and mailed to:

14 McQuade Lake Crescent, Suite 105
Halifax, NS B3S 1B6

The SMART Local 409 Training Program shall be administered by SMART Local 409.

**ARTICLE 37 - SMART LOCAL 409 ADMINISTRATION,
PROMOTION & EDUCATION FUND**

37.01 The contributions for the SMART Local 409 Administration, Promotion & Education Fund shall be forty-eight cents (\$0.48) per hour worked by all employees working under the terms and conditions of this Agreement. The contributions shall be sent by the employers with a list of names in alphabetical order to the SMART Local 409 Union Office.

The cheque shall be made payable to the SMART Local 409 Administration Fund and mailed to:

14 McQuade Lake Crescent, Suite 105
Halifax, NS B3S 1B6

The SMART Local 409 Administration, Promotion & Education Fund shall be administered by SMART Local 409.

ARTICLE 38 - TERM OF AGREEMENT

38.01 This Agreement shall remain in effect until and including April 30, 2030. All other Articles of this Agreement and Craft Schedules hereto shall remain in force until the termination date of this Agreement, April 30, 2030. The Agreement will continue for successive periods of one (1) year unless either Party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other Party of a desire to terminate, or modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either Party, this Agreement shall remain in effect from year to year.

38.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of Nova Scotia.

ARTICLE 39 - SIGNATORIES

39.01 Signed on behalf of the Parties to this Agreement this 24th day of June, 2026.

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**THE INTERNATIONAL
ASSOCIATION OF SHEET METAL,
AIR, RAILWAY AND
TRANSPORTATION WORKERS
(SMART), LOCAL UNION 409**

ROBERT SHEPHERD

GEORGE MACDONALD

DONALD HILTZ

RANDALL PINFOLD

ANGELA GALLANT
WITNESS

ANGELA GALLANT
WITNESS

CRAFT SCHEDULE "A" - MONETARY

JOURNEYPERSON WAGE RATES – COMMERCIAL

ALL COUNTIES *

All Jobs That Do Not Fall Under Major Industrial Projects, Article 26

COMMERCIAL JOURNEYPERSON									
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	Admin Fund	IIF	Training Fund	Stabilization Fund	Total Package
<u>May 5, 2026</u>	<u>\$43.41</u>	<u>\$3.91</u>	<u>\$7.82</u>	\$2.50	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	\$1.50	<u>\$60.35</u>
<u>May 1, 2027</u>	<u>\$44.88</u>	<u>\$4.04</u>	<u>\$8.17</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$62.30</u>
<u>May 1, 2028</u>	<u>\$46.35</u>	<u>\$4.17</u>	<u>\$8.52</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$64.25</u>
<u>May 1, 2029</u>	<u>\$48.50</u>	<u>\$4.36</u>	<u>\$9.03</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$67.10</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

- For Light Commercial Rates see Craft Schedule “L”
- For Multi-Unit Residential Rates see Craft Schedule “R”
- For Small Job Rates see Craft Schedule “SJ”

Foreperson:

A Foreperson is a Journeyperson employee who is working on the job, with or without tools, and is charged with the responsibility under the Superintendent for supervision or directing the work. Foreperson shall be appointed at the discretion of the Employer. Forepersons must be a Journeyperson member in good standing with SMART Local 409. Forepersons shall receive a minimum fifteen percent (15%) above the Journeyperson base rate of pay.

Lead-Hand:

A Lead-Hand is a Journeyperson who is working with tools and is charged with the responsibility under the appointed Foreperson for directing work. Lead-Hands shall be appointed at the discretion of the Employer and must be a member in good standing with SMART Local 409. Lead-Hand rate to be established at a minimum ten percent (10%) above a Journeyperson base rate of pay.

COMMERCIAL APPRENTICE

COMMERCIAL APPRENTICE										
Hours		Hourly Rate	V & H (9%)	Pension	Welfare	Admin Fund	IIF	Training Fund	Stabilization Fund	Total Package
Effective Date: <u>May 5, 2026</u>										
0-900 hours	60%	<u>\$25.61</u>	<u>\$2.30</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$27.91</u>
901-1800 hours	60%	<u>\$25.61</u>	<u>\$2.30</u>	<u>\$3.81</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$36.21</u>
1801-3600 hours	70%	<u>\$30.06</u>	<u>\$2.70</u>	<u>\$4.81</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$42.24</u>
3601-5400 hours	80%	<u>\$34.50</u>	<u>\$3.11</u>	<u>\$5.82</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$48.28</u>
5401-7200 hours	90%	<u>\$38.96</u>	<u>\$3.51</u>	<u>\$6.82</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$54.32</u>
Effective Date: <u>May 1, 2027</u>										
0-900 hours	60%	<u>\$26.49</u>	<u>\$2.38</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$28.87</u>
901-1800 hours	60%	<u>\$26.49</u>	<u>\$2.38</u>	<u>\$4.02</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$37.38</u>
1801-3600 hours	70%	<u>\$31.08</u>	<u>\$2.80</u>	<u>\$5.06</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$43.61</u>
3601-5400 hours	80%	<u>\$35.68</u>	<u>\$3.21</u>	<u>\$6.10</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$49.84</u>
5401-7200 hours	90%	<u>\$40.28</u>	<u>\$3.62</u>	<u>\$7.14</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$56.07</u>
Effective Date: <u>May 1, 2028</u>										
0-900 hours	60%	<u>\$27.37</u>	<u>\$2.46</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$29.83</u>
901-1800 hours	60%	<u>\$27.37</u>	<u>\$2.46</u>	<u>\$4.23</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$38.55</u>
1801-3600 hours	70%	<u>\$32.11</u>	<u>\$2.89</u>	<u>\$5.31</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$44.98</u>
3601-5400 hours	80%	<u>\$36.85</u>	<u>\$3.32</u>	<u>\$6.38</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$51.40</u>
5401-7200 hours	90%	<u>\$41.59</u>	<u>\$3.74</u>	<u>\$7.46</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$57.82</u>
Effective Date: <u>May 1, 2029</u>										
0-900 hours	60%	<u>\$28.65</u>	<u>\$2.58</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$31.23</u>
901-1800 hours	60%	<u>\$28.65</u>	<u>\$2.58</u>	<u>\$4.54</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$40.26</u>
1801-3600 hours	70%	<u>\$33.61</u>	<u>\$3.02</u>	<u>\$5.67</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$46.97</u>
3601-5400 hours	80%	<u>\$38.57</u>	<u>\$3.47</u>	<u>\$6.79</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$53.68</u>
5401-7200 hours	90%	<u>\$43.52</u>	<u>\$3.92</u>	<u>\$7.92</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$60.39</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

JOURNEYPerson WAGE RATES - MAJOR INDUSTRIAL PROJECTS ALL COUNTIES

MAJOR INDUSTRIAL JOURNEYPerson									
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	Admin Fund	IIF	Training Fund	Stabilization Fund	Total Package
<u>May 5, 2026</u>	<u>\$45.58</u>	<u>\$4.10</u>	\$8.21	\$2.50	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	\$1.50	<u>\$63.10</u>
<u>May 1, 2027</u>	<u>\$47.11</u>	<u>\$4.24</u>	<u>\$8.58</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$65.14</u>
<u>May 1, 2028</u>	<u>\$48.64</u>	<u>\$4.38</u>	<u>\$8.95</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$67.18</u>
<u>May 1, 2029</u>	<u>\$50.89</u>	<u>\$4.58</u>	<u>\$9.49</u>	\$2.50	\$0.48	\$0.23	\$0.50	\$1.50	<u>\$70.17</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

Foreperson:

A Foreperson is a Journeyperson employee who is working on the job, with or without tools, and is charged with the responsibility under the Superintendent for supervision or directing the work. Foreperson shall be appointed at the discretion of the Employer. Forepersons must be a Journeyperson member in good standing with SMART Local 409. Forepersons shall receive a minimum fifteen percent (15%) above the Journeyperson base rate of pay.

Lead-Hand:

A Lead-Hand is a Journeyperson who is working with tools and is charged with the responsibility under the appointed Foreperson for directing work. Lead-Hands shall be appointed at the discretion of the Employer and must be a member in good standing with SMART Local 409. Lead-Hand rate to be established at a minimum ten percent (10%) above a Journeyperson base rate of pay.

INDUSTRIAL APPRENTICE

MAJOR INDUSTRIAL APPRENTICE										
Hours		Hourly Rate	V & H (9%)	Pension	Welfare	Admin Fund	IIF	Training Fund	Stabilization Fund	Total Package
Effective Date: <u>May 5, 2026</u>										
<u>0-900 hours</u>	<u>60%</u>	<u>\$26.93</u>	<u>\$2.42</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$29.35</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$26.93</u>	<u>\$2.42</u>	<u>\$4.02</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$37.86</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$31.59</u>	<u>\$2.84</u>	<u>\$5.07</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$44.17</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$36.26</u>	<u>\$3.26</u>	<u>\$6.11</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$50.48</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$40.92</u>	<u>\$3.68</u>	<u>\$7.16</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$56.79</u>
Effective Date: <u>May 1, 2027</u>										
<u>0-900 hours</u>	<u>60%</u>	<u>\$27.84</u>	<u>\$2.51</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30.35</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$27.84</u>	<u>\$2.51</u>	<u>\$4.24</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$39.08</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$32.66</u>	<u>\$2.94</u>	<u>\$5.33</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$45.60</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$37.49</u>	<u>\$3.37</u>	<u>\$6.40</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$52.11</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$42.30</u>	<u>\$3.81</u>	<u>\$7.49</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$58.63</u>
Effective Date: <u>May 1, 2028</u>										
<u>0-900 hours</u>	<u>60%</u>	<u>\$28.77</u>	<u>\$2.59</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$31.36</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$28.77</u>	<u>\$2.59</u>	<u>\$4.46</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$40.31</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$33.73</u>	<u>\$3.04</u>	<u>\$5.59</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$47.03</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$38.72</u>	<u>\$3.48</u>	<u>\$6.69</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$53.74</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$43.68</u>	<u>\$3.93</u>	<u>\$7.82</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$60.46</u>
Effective Date: <u>May 1, 2029</u>										
<u>0-900 hours</u>	<u>60%</u>	<u>\$30.12</u>	<u>\$2.71</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$32.83</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$30.12</u>	<u>\$2.71</u>	<u>\$4.78</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.78</u>	<u>\$42.10</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$35.30</u>	<u>\$3.18</u>	<u>\$5.97</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$0.96</u>	<u>\$49.12</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$40.52</u>	<u>\$3.65</u>	<u>\$7.12</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.14</u>	<u>\$56.14</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$45.71</u>	<u>\$4.11</u>	<u>\$8.30</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$1.32</u>	<u>\$63.15</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

CRAFT SCHEDULE “B” – LETTER OF UNDERSTANDING

**This Letter of Understanding between
Nova Scotia Construction Labour Relations Association Limited
(hereinafter called the CLRA)**

- and -

**The International Association of Sheet Metal, Air, Railway and Transportation Workers,
Local 409
(hereinafter called the Union)**

The Parties Signatory to this Letter of Understanding hereby agree that Article 3.01 of the Sheet Metal Local 409 Collective Agreement Mainland Nova Scotia 2026-2030 effective to April 30th, 2030 shall be as follows:

Union members shall have the right to solicit their own employment with employers, and the employer shall have the right to name hire employees.

The Parties furthermore agree, that this Letter of Understanding will be in effect until April 30th, 2027, unless mutually agreed to be extended by another year or until such time a new Agreement between the CLRA and the Union has been concluded.

Signed on behalf of the Parties to this Agreement this 24th day of June, 2026.

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**THE INTERNATIONAL
ASSOCIATION OF SHEET METAL,
AIR, RAILWAY AND
TRANSPORTATION WORKERS
(SMART), LOCAL UNION 409**

ROBERT SHEPHERD

GEORGE MACDONALD

DONALD HILTZ

RANDALL PINFOLD

ANGELA GALLANT
WITNESS

ANGELA GALLANT
WITNESS

CRAFT SCHEDULE "F" - FABRICATION

The purpose of the Agreement is to establish competitive terms in that both employees and employers combine their efforts to substantially improve the competitiveness of unionized Sheet Metal employers and employees against non-union and other more competitive Sheet Metal companies.

The following terms and conditions will allow both employers and employees to recover lost job opportunities and create new markets and expanded employment.

Therefore, to make these objectives a reality, unionized employers and employees agree to the following terms and conditions:

Fabrication Crew

Journey person

Journey person

Journey person

1st year Apprentice / 2nd year Apprentice

1st year Apprentice / 2nd year Apprentice

Journey person

1st year Apprentice / 2nd year Apprentice

3rd year Apprentice / 4th year Apprentice

1st year Apprentice / 2nd year Apprentice

1st year Apprentice / 2nd year Apprentice

Note: any extra crew requirements above (10) would be selected on a

1 Journey person to 1 Apprentice ratio.

In the event that the Union is unable to supply Apprentices within 48 hours as requested by the employer, the employer may employ probationary workers. Probationary workers shall be paid as per Schedule "P" on page 44 of this agreement. Probationary workers shall continue at this classification level for a period of up to one thousand (1,000) hours after which and upon the assessment of a joint employer & union committee of 4 (2 union, 2 employer) the probationary worker may enter the Sheet Metal 409 Apprenticeship Program.

This Agreement shall remain in effect until and including April 30th, 2030. All of the Articles of the Main Construction Sheet Metal Agreement shall remain in force until the termination of that Agreement, April 30th, 2030.

CRAFT SCHEDULE “L” – LIGHT COMMERCIAL

JOURNEYPEPERSON WAGE RATES LIGHT COMMERCIAL

This Article shall apply to all residential and commercial sheet metal and ventilation jobs which have an original accepted tender amount of less than two hundred thousand (\$200,000.00), sheet metal contract value construction, labour hours, material and equipment, not including thermal insulation controls and balancing. All unionized employees working on jobs defined in this Article shall receive the benefit contributions under this Agreement in addition to the basic hourly rate. The employer agrees to provide the Union with the accepted tender amount.

LIGHT COMMERCIAL JOURNEYPEPERSON								
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	Admin Fund	IIF	Training Fund	Total Package
May 5, 2026	\$41.54	\$3.74	\$3.91	\$2.50	\$0.48	\$0.23	\$0.50	\$52.90
May 1, 2027	\$42.95	\$3.87	\$4.08	\$2.50	\$0.48	\$0.23	\$0.50	\$54.61
May 1, 2028	\$44.36	\$3.99	\$4.26	\$2.50	\$0.48	\$0.23	\$0.50	\$56.32
May 1, 2029	\$46.41	\$4.18	\$4.52	\$2.50	\$0.48	\$0.23	\$0.50	\$58.82

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

APPRENTICES WAGE RATES LIGHT COMMERCIAL

LIGHT COMMERCIAL APPRENTICE									
Hours		Hourly Rate	V & H (9%)	Pension	Welfare	<u>Admin Fund</u>	<u>IIF</u>	Training Fund	Total Package
Effective Date: <u>May 5, 2026</u>									
0-900 hours	60%	<u>\$23.85</u>	<u>\$2.15</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26.00</u>
901-1800 hours	60%	<u>\$23.85</u>	<u>\$2.15</u>	<u>\$2.03</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$31.74</u>
1801-3600 hours	70%	<u>\$28.28</u>	<u>\$2.54</u>	<u>\$2.50</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$37.03</u>
3601-5400 hours	80%	<u>\$32.70</u>	<u>\$2.94</u>	<u>\$2.97</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$42.32</u>
5401-7200 hours	90%	<u>\$37.12</u>	<u>\$3.34</u>	<u>\$3.44</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$47.61</u>
Effective Date: <u>May 1, 2027</u>									
0-900 hours	60%	<u>\$24.62</u>	<u>\$2.22</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26.84</u>
901-1800 hours	60%	<u>\$24.62</u>	<u>\$2.22</u>	<u>\$2.22</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$32.77</u>
1801-3600 hours	70%	<u>\$29.17</u>	<u>\$2.63</u>	<u>\$2.72</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$38.23</u>
3601-5400 hours	80%	<u>\$33.72</u>	<u>\$3.04</u>	<u>\$3.22</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$43.69</u>
5401-7200 hours	90%	<u>\$38.28</u>	<u>\$3.44</u>	<u>\$3.72</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$49.15</u>
Effective Date: <u>May 1, 2028</u>									
0-900 hours	60%	<u>\$25.39</u>	<u>\$2.29</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$27.68</u>
901-1800 hours	60%	<u>\$25.39</u>	<u>\$2.29</u>	<u>\$2.40</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$33.79</u>
1801-3600 hours	70%	<u>\$30.07</u>	<u>\$2.71</u>	<u>\$2.93</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$39.42</u>
3601-5400 hours	80%	<u>\$34.75</u>	<u>\$3.13</u>	<u>\$3.47</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$45.06</u>
5401-7200 hours	90%	<u>\$39.43</u>	<u>\$3.55</u>	<u>\$4.00</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$50.69</u>
Effective Date: <u>May 1, 2029</u>									
0-900 hours	60%	<u>\$26.52</u>	<u>\$2.39</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$28.91</u>
901-1800 hours	60%	<u>\$26.52</u>	<u>\$2.39</u>	<u>\$2.67</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$35.29</u>
1801-3600 hours	70%	<u>\$31.39</u>	<u>\$2.83</u>	<u>\$3.25</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$41.17</u>
3601-5400 hours	80%	<u>\$36.26</u>	<u>\$3.26</u>	<u>\$3.83</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$47.06</u>
5401-7200 hours	90%	<u>\$41.12</u>	<u>\$3.70</u>	<u>\$4.41</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.23</u>	<u>\$0.50</u>	<u>\$52.94</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

SCHEDULE “P” – PROBATIONARY EMPLOYEE CLASSIFICATION

Probationary Employees are entrance level employees who are commencing work in the Sheet Metal Trade.

WAGE RATES

SCHEDULE P - PROBATIONARY EMPLOYEE CLASSIFICATION				
Date	Probationary Employee	Hourly Rate	V & H (9%)	Total Wage Package
<u>May 5, 2026</u>	0 - 900 hours	<u>\$21.71</u>	<u>\$1.95</u>	<u>\$23.66</u>
<u>May 1, 2027</u>	0 - 900 hours	<u>\$22.44</u>	<u>\$2.02</u>	<u>\$24.46</u>
<u>May 1, 2028</u>	0 - 900 hours	<u>\$23.17</u>	<u>\$2.09</u>	<u>\$25.26</u>
<u>May 1, 2029</u>	0 - 900 hours	<u>\$24.25</u>	<u>\$2.18</u>	<u>\$26.43</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

In the event that the Union is unable to supply first (1st) or second (2nd) year Apprentices within forty-eight (48) hours as requested by the employer, the employer may employ probationary workers at the above wage rates. Probationary workers shall continue at this classification level for a period of up to nine hundred (900) hours after which and upon the assessment of a joint employer & union committee of four (4) (2 union, 2 employer) the probationary worker may enter the Sheet Metal 409 Apprenticeship Program.

This Agreement shall remain in effect until and including April 30th, 2030. All of the Articles of the Main Construction Sheet Metal Agreement shall remain in force until the termination of that Agreement, April 30th, 2030.

CRAFT SCHEDULE “R” – MULTI-UNIT RESIDENTIAL AGREEMENT

ARTICLE 1 – FORM OF AGREEMENT

- 1.01 Sheet Metal Workers Local 409 Agreement between the Union and the CLRA, 2026-2030, dated May 5, 2026, with Articles 1 through 39, including Schedules “A”, “B”, “F”, “L”, “P”, “S”, “SJ” and “T” shall be considered the Master Agreement and shall be applicable to all relevant employers and employees except where otherwise provided herein.

ARTICLE 2 – PURPOSE

This Article shall apply to all Multi-Unit Residential Sheet Metal jobs which are defined in Schedule “R” below. The focus of this Schedule “R” is to enable employers to be competitive in this sector and to increase the unionized mechanical share of this market. The scope of the Agreement defines the jobs covered by this Agreement and sets forth the working conditions, hours of work and rates of pay as listed in the wage table.

- 2.01 The purpose of this Agreement is to allow signatory employers to pursue work in the Multi-Unit Residential Sector that is presently controlled by non-union contractors.

This Agreement will not apply to any jobs that non-union contractors are not involved with.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.01 This Agreement will apply to multi-unit residential buildings, apartment buildings, condominium complexes, and Commercial projects in mixed-use residential buildings.

ARTICLE 4 – RULES

- 4.01 The workers for these jobs apart from Supervision shall be totally separate from Union Members who are employed, from time to time, under the Master Agreement.
- 4.02 Contractors that are interested in working under the Multi-Unit Residential Agreement shall sign and be bound by this Agreement and shall have a separate small job section that will bid and manage work under this Agreement.
- 4.03 Under no circumstances shall Sheet Metal Local 409 Union Members who have not signed up for this Multi-Unit Residential Agreement be transferred by the employer to Multi-Unit Residential jobs except with the written approval of the Union.
- 4.04 The Journeyman to Apprentice ratio will be at the complete discretion of the employer.
- 4.05 Local 409 will initiate into the Union any qualified person hired by an employer after a two (2) month probationary period.

- 4.06 The workweek, by mutual agreement of the employer and Union, will be up to forty-five (45) hours per week, nine (9) hours per day, Monday to Friday at the straight time rate of pay.
- 4.07 If a day is lost from Monday to Friday, by mutual agreement of the employer and Union, Saturday may be used as a make up day at the straight time rate of pay.
- 4.08 For work after nine (9) hours per day, the rate of pay shall be at time and one-half (1½x) the straight time rate of pay.
- 4.09 The workweek may, by mutual agreement of the employer and Union, include Saturday and Sunday at straight time rates if the employers' tender documents state that this is a job requirement. These hours will be counted as part of the forty-five (45) hour workweek.
- 4.10 When an individual worker is hired to work under this Agreement, this worker shall sign an agreement with Local Union 409 stating that the worker shall agree to be part of the Agreement.
- After two thousand (2,000) hours worked, such a worker will be eligible to work under optional Agreements of the Union.
- 4.11 The initiation fees will be reduced for members under this Agreement to:
\$100.00.....Journey person
\$50.00.....Apprentice
- This initiation fee may be waived by the Union if an employer is able to entice an individual worker from a non-union contractor.
- 4.12 Craft Schedule "B" – Letter of Understanding will not apply to work under Craft Schedule "R" apart from Forepersons. Existing Multi-Unit crew members may be transferred without limitation. When new Multi-Unit workers are required, the first shall be selected by the Union, the second shall be name hired by the Employer, and this pattern shall continue.
- 4.13 Forepersons may be transferred without limitation and hired as per Craft Schedule "B" – Letter of Understanding. Foreperson rate of pay shall be as per the regular Commercial wage table.
- 4.14 An employer who violates any of these rules under Article 4 shall not be entitled to bid work under the Multi-Unit Residential Agreement.
- 4.15 The Grievance procedure shall be as per the Master Agreement.
- 4.16 Holidays shall be as set out in the Master Agreement but at one and one-half (1½x) the hourly rate of pay.

ARTICLE 5 – WAGE TABLE

MULTI-UNIT RESIDENTIAL									
		Hourly Rate	V&H (9%)	Pension	Welfare	Admin Fund	IIF	Training	Total Package
Effective date: <u>May 5, 2026</u>									
<u>0-900 hours</u>	<u>60%</u>	<u>\$22.17</u>	<u>\$2.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24.17</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$22.17</u>	<u>\$2.00</u>	<u>\$2.03</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$29.84</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$26.31</u>	<u>\$2.37</u>	<u>\$2.50</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$34.82</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$30.44</u>	<u>\$2.74</u>	<u>\$2.97</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$39.79</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$34.58</u>	<u>\$3.11</u>	<u>\$3.44</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$44.77</u>
Journeyman		<u>\$38.71</u>	<u>\$3.48</u>	<u>\$3.91</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$49.74</u>
Effective date: <u>May 1, 2027</u>									
<u>0-900 hours</u>	<u>60%</u>	<u>\$22.91</u>	<u>\$2.06</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24.97</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$22.91</u>	<u>\$2.06</u>	<u>\$2.20</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$30.81</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$27.16</u>	<u>\$2.44</u>	<u>\$2.70</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$35.94</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$31.41</u>	<u>\$2.83</u>	<u>\$3.20</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$41.08</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$35.67</u>	<u>\$3.21</u>	<u>\$3.70</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$46.22</u>
Journeyman		<u>\$40.03</u>	<u>\$3.60</u>	<u>\$4.08</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$51.35</u>
Effective date: <u>May 1, 2028</u>									
<u>0-900 hours</u>	<u>60%</u>	<u>\$23.64</u>	<u>\$2.13</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$25.77</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$23.64</u>	<u>\$2.13</u>	<u>\$2.37</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$31.78</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$28.01</u>	<u>\$2.52</u>	<u>\$2.90</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$37.07</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$32.39</u>	<u>\$2.91</u>	<u>\$3.43</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$42.37</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$36.75</u>	<u>\$3.31</u>	<u>\$3.96</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$47.66</u>
Journeyman		<u>\$41.34</u>	<u>\$3.72</u>	<u>\$4.26</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$52.96</u>
Effective date: <u>May 1, 2029</u>									
<u>0-900 hours</u>	<u>60%</u>	<u>\$24.71</u>	<u>\$2.22</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$26.93</u>
<u>901-1800 hours</u>	<u>60%</u>	<u>\$24.71</u>	<u>\$2.22</u>	<u>\$2.62</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$33.19</u>
<u>1801-3600 hours</u>	<u>70%</u>	<u>\$29.25</u>	<u>\$2.63</u>	<u>\$3.20</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$38.72</u>
<u>3601-5400 hours</u>	<u>80%</u>	<u>\$33.80</u>	<u>\$3.04</u>	<u>\$3.77</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$44.25</u>
<u>5401-7200 hours</u>	<u>90%</u>	<u>\$38.35</u>	<u>\$3.45</u>	<u>\$4.34</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$49.78</u>
Journeyman		<u>\$43.26</u>	<u>\$3.89</u>	<u>\$4.52</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$55.31</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

CRAFT SCHEDULE “S” – ARCHITECTURAL CLADDING

ARTICLE 1 - FORM OF AGREEMENT

- 1.01 The Sheet Metal Collective Agreement Mainland Nova Scotia, between the Union Local 409 and the CLRA 2026-2030 effective May 5, 2026, with Articles 1-39 including Craft Schedules “A”, “B”, “F”, “L”, “P”, “R”, “SJ” AND ‘T”
- 1.02 The purpose of this Craft Schedule “S” is to insure signatory contractors are competitive in the Commercial and Institutional Architectural Cladding sector. This Craft Schedule “S” shall not apply to the metal covering, cladding or lagging of mechanical or piping systems.

ARTICLE 2 - TRAINING AND CLASSIFICATIONS

2.01 Classifications:

There shall be four (4) classifications in the Architectural Cladding segment of the sheet metal industry for all areas of Mainland Nova Scotia.

Probationary Employee:

A worker with no previous experience to the completion of the first nine hundred (900) hours of employment, shall be classified a Probationary Employee.

At the conclusion of the probationary period the employee shall become a Material Handler, or their employment be terminated.

Material Handler:

Material Handlers shall be restricted to the handling of material, on the ground or on a roof.

Architectural Cladder Assistant:

A worker who has worked as a Probationary Employee and as a Material Handler, who is capable and willing to work from swing stages, scaffolding and from structural frame work.

Architectural Cladder:

A worker who has progressed through the above classifications and who is capable of performing the duties required of an employee under this Craft Schedule “S”.

- 2.02 Training shall be carried out on the job by the Employer. The Union agrees to assist the Employer in ensuring that all employees comply with all applicable provisions of the Nova Scotia Occupational Health & Safety Act wherever possible.

The employer will contribute twenty-five cents (\$0.25) per hour worked for the provision of Safety Training as follow:

- WHMIS
- Safety Orientation
- Fall Arrest
- First Aid
- Confined Space (as required)
- Lift Training (as required)

It is agreed that this Safety Training program will be subject to audit and review of the parties as appropriate and is subject to termination by either party if the program is not functioning satisfactory. In the event the Safety Training program is terminated, the employer's contribution shall cease.

ARTICLE 3 - HIRING PROCEDURE

- 3.01 The Union hereby agrees to furnish at all times to the Employer, duly qualified Architectural Cladders, Architectural Cladder assistants, material handlers, probationary employees and apprentices as the work requires, in such numbers as the Employer shall determine to be necessary to properly execute the work the Employer has contracted for, in the manner and under the conditions specified in this Agreement.
- 3.02 The Union agrees to maintain a separate list of qualified Architectural Cladders, Architectural Cladder assistants, material handlers, probationary employees, Architectural Cladder apprentices. The list shall identify employees working under this Craft Schedule "S". The Union shall upon request by an Employer, supply the Employer with a list of employees under this Craft Schedule "S". On signing Schedule "S", the Union shall supply to the CLRA for distribution to Employers a list of employees who are qualified under the classification system designated under Article 2 of Craft Schedule "S".
- 3.03 When the employer hires any new probationary employee, the Union will be notified by phone, fax or email.

ARTICLE 4 - WAGES AND CLASSIFICATIONS

- 4.01 For Commercial work performed by employees under this Craft Schedule “S”, the regular hourly rates of pay for each classification of worker shall be as set out below.

Effective Date	Hourly Rate	V & H (9%)	Pension	Benefit	Admin Fund	IIF	Training Fund	Total Package
<u>ARCHITECTURAL CLADDER JOURNEYPERSON WAGE RATES</u>								
<u>May 5, 2026</u>	<u>\$38.78</u>	<u>\$3.49</u>	<u>\$7.01</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$52.92</u>
<u>May 1, 2027</u>	<u>\$40.06</u>	<u>\$3.61</u>	<u>\$7.32</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$54.63</u>
<u>May 1, 2028</u>	<u>\$41.35</u>	<u>\$3.72</u>	<u>\$7.63</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$56.34</u>
<u>May 1, 2029</u>	<u>\$43.23</u>	<u>\$3.89</u>	<u>\$8.08</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$58.84</u>
<u>ARCHITECTURAL CLADDER ASSISTANT WAGE RATES</u>								
<u>May 5, 2026</u>	<u>\$31.70</u>	<u>\$2.85</u>	<u>\$5.73</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$43.92</u>
<u>May 1, 2027</u>	<u>\$32.76</u>	<u>\$2.95</u>	<u>\$5.99</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$45.34</u>
<u>May 1, 2028</u>	<u>\$33.83</u>	<u>\$3.04</u>	<u>\$6.25</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$46.76</u>
<u>May 1, 2029</u>	<u>\$35.39</u>	<u>\$3.19</u>	<u>\$6.62</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$48.84</u>
<u>MATERIAL HANDLER WAGE RATES</u>								
<u>May 5, 2026</u>	<u>\$24.62</u>	<u>\$2.22</u>	<u>\$4.45</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$34.93</u>
<u>May 1, 2027</u>	<u>\$25.48</u>	<u>\$2.29</u>	<u>\$4.65</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$36.06</u>
<u>May 1, 2028</u>	<u>\$26.32</u>	<u>\$2.37</u>	<u>\$4.85</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$37.18</u>
<u>May 1, 2029</u>	<u>\$27.56</u>	<u>\$2.48</u>	<u>\$5.15</u>	<u>\$2.50</u>	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$38.83</u>
<u>PROBATIONARY EMPLOYEE WAGE RATES</u>								
Effective Date	Hourly Rate	V & H (9%)	Total Package					
<u>May 5, 2026</u>	<u>\$24.62</u>	<u>\$2.22</u>	<u>\$26.84</u>					
<u>May 1, 2027</u>	<u>\$25.48</u>	<u>\$2.29</u>	<u>\$27.77</u>					
<u>May 1, 2028</u>	<u>\$26.32</u>	<u>\$2.37</u>	<u>\$28.69</u>					
<u>May 1, 2029</u>	<u>\$27.56</u>	<u>\$2.48</u>	<u>\$30.04</u>					

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

4.02 Industrial Rate:

For Industrial work performed by employees under this Craft Schedule “S”, the regular hourly rates of pay for each classification of worker shall be as set out below.

Effective Date	Hourly Rate	V & H (9%)	Pension	Benefit	Admin Fund	IIF	Training Fund	Stab. Fund	Total Package
<u>ARCHITECTURAL CLADDER JOURNEYPERSON WAGE RATES</u>									
<u>May 5, 2026</u>	<u>\$45.15</u>	<u>\$4.06</u>	\$8.14	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.50</u>	<u>\$62.49</u>
<u>May 1, 2027</u>	<u>\$46.67</u>	<u>\$4.20</u>	<u>\$8.50</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.50</u>	<u>\$64.51</u>
<u>May 1, 2028</u>	<u>\$48.19</u>	<u>\$4.34</u>	<u>\$8.86</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.50</u>	<u>\$66.53</u>
<u>May 1, 2029</u>	<u>\$50.42</u>	<u>\$4.54</u>	<u>\$9.39</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.50</u>	<u>\$69.49</u>
<u>ARCHITECTURAL CLADDER ASSISTANT WAGE RATES</u>									
<u>May 5, 2026</u>	<u>\$36.99</u>	<u>\$3.33</u>	\$6.66	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.25</u>	<u>\$51.87</u>
<u>May 1, 2027</u>	<u>\$38.25</u>	<u>\$3.44</u>	<u>\$6.96</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.25</u>	<u>\$53.54</u>
<u>May 1, 2028</u>	<u>\$39.51</u>	<u>\$3.56</u>	<u>\$7.26</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.25</u>	<u>\$55.22</u>
<u>May 1, 2029</u>	<u>\$41.37</u>	<u>\$3.72</u>	<u>\$7.70</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$1.25</u>	<u>\$57.68</u>
<u>MATERIAL HANDLER WAGE RATES</u>									
<u>May 5, 2026</u>	<u>\$28.82</u>	<u>\$2.59</u>	\$5.20	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$0.99</u>	<u>\$41.24</u>
<u>May 1, 2027</u>	<u>\$29.83</u>	<u>\$2.68</u>	<u>\$5.44</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$0.99</u>	<u>\$42.58</u>
<u>May 1, 2028</u>	<u>\$30.83</u>	<u>\$2.77</u>	<u>\$5.68</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$0.99</u>	<u>\$43.91</u>
<u>May 1, 2029</u>	<u>\$32.29</u>	<u>\$2.91</u>	<u>\$6.03</u>	\$2.50	<u>\$0.48</u>	<u>\$0.16</u>	<u>\$0.50</u>	<u>\$0.99</u>	<u>\$45.86</u>
<u>PROBATIONARY EMPLOYEE WAGE RATES</u>									
Effective Date	Hourly Rate	V & H (9%)	Total Package						
<u>May 5, 2026</u>	<u>\$28.82</u>	<u>\$2.59</u>	<u>\$31.41</u>						
<u>May 1, 2027</u>	<u>\$29.83</u>	<u>\$2.68</u>	<u>\$32.51</u>						
<u>May 1, 2028</u>	<u>\$30.83</u>	<u>\$2.77</u>	<u>\$33.60</u>						
<u>May 1, 2029</u>	<u>\$32.29</u>	<u>\$2.91</u>	<u>\$35.20</u>						

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

Correction #1 – May 5, 2026

ARTICLE 5 - CREW COMPOSITION

5.01 For a Commercial/Institutional Projects and Projects other than Major Industrial as defined under Article 26 the crew composition shall be.

One (1) Architectural Cladder

One (1) Architectural Cladder Assistant

One (1) Material Handler or Probationary Employee

Formula to Repeat

ARTICLE 6 - TOOLS

6.01 Employees shall provide themselves with, and have in their possession on the job, a lockable tool box and the following hand tools:

	Probationary	Material Handler	<u>Architectural Cladder Assistant</u>	<u>Architectural Cladder</u>
1 16' tape	x	x	x	x
1 pair straight snips	x	x	x	x
1 pair standard pliers		x	x	x
1 slotted screwdriver		x	x	x
1 hammer		x	x	x
1 vice grip			x	x
2 vice grip "C" clamps			x	x
1 Robertson screwdriver (Green)			x	x
1 Robertson screwdriver (Red)			x	x
1 Robertson screwdriver (Black)			x	x
1 cold chisel			x	x
1 12" crescent wrench			x	x
1 pair aircraft snips R.H.			x	x
1 pair aircraft snips L.H.			x	x
1 pair folding tongs			x	x
1 24" level			x	x
1 12" divider			x	x
1 chalk line			x	x
1 hacksaw frame			x	x
1 50' tape			x	x
1 Scratch Awl, and scribe			x	x
1 set Allen wrenches			x	x
2 pairs Metal Masters - L. & R.			x	x
1 centre punch			x	x
1 plumb bob line			x	x
2 drift pins			x	x
1 24" square			x	x

- 6.02 Employee(s) tools lost through fire or theft while under the protection of the Employer's lock and key shall be replaced or a sum equivalent to the value of the tools lost shall be paid by the Employer upon reasonable proof of loss by an employee(s).

ARTICLE 7 - TRAVEL, ROOM AND BOARD

- 7.01 The Employer has the option to provide adequate transportation or pay the travel allowance to entitled employees, subject to the qualifying conditions, during the term of this Agreement.

Travel allowance rates per kilometre to be those published by the Canada Revenue Agency.

- 7.02 **Living Out Allowance:**

<u>May 5, 2026</u>	<u>\$165.00</u> per day worked
<u>May 1, 2027</u>	<u>\$170.00</u> per day worked
<u>May 1, 2028</u>	<u>\$175.00</u> per day worked
<u>May 1, 2029</u>	<u>\$180.00</u> per day worked

- 7.03 **Out of Town Projects:**

- 1) It is agreed that each Employer shall have the right to send two (2) key employees from the Halifax/Dartmouth geographic area within Local 409, per job site outside of the Halifax/Dartmouth free zone as described in Article 14.01 of the Master Sheet Metal Local 409 Agreement. The balance of the work force required, shall be employees living in the geographic areas closest to the job site.
- 2) The travel zones in Articles 14.01, 14.02 and 14.03 of the Master Agreement shall be a forty-five (45) kilometre radius under this Craft Schedule "S".

ARTICLE 8 – HOURS OF WORK

- 8.01 If mutually agreed prior to the start of the project by employer and employees, and with the consent of the Union Hall, the hours of work may be changed from 5 x 8 hour days to 4 x 10 hour days Monday – Thursday. Should a Designated Holiday fall within the agreed workweek, it shall be observed as per the Collective Agreement and may not be made up within the week at straight time rates. An eighty percent (80%) vote of employees will prevail under this Article.

ARTICLE 9 - HOURS OF WORK FOR WEATHER EFFECTED WORK

- 9.01 (a) Where, due to inclement weather, time has been missed during the regular work week, make-up hours may be worked, Monday to Saturday inclusive (but excluding Sundays and Holidays), at the straight time rate of pay. Regular hours and make-up hours payable at straight time shall not exceed forty (40) hours in any week, Monday to Saturday inclusive.
- (b) When working a 4 x 10 hour day schedule per Article 8 where due to inclement weather, equipment failure, or otherwise for reasons out of the employer's control, time has been missed during the regular work week, make-up hours may be worked, Monday to Friday inclusive (but excluding Saturdays, Sundays and Holidays), at the straight time rate of pay. Regular hours and make-up hours payable at straight time shall not exceed forty (40) hours in any week, Monday to Friday inclusive.
- (c) Make-up hours are voluntary and the employee has the right to decline make-up hours.
- 9.02 An employee is entitled to be given a minimum of four (4) hours notice of any required overtime, make-up time, or Saturday work. If the employee is not given the minimum notice they shall be entitled to decline the work in question.
- 9.03 For all hours worked in excess of the hours worked set forth in Article 9.01 (forty (40) hours), overtime shall be paid for at time and one-half (1½x) the straight time rate except as set out below.
- 9.04 All overtime hours worked in excess of eight (8) hours on Saturdays, and all hours worked on Sundays and Holidays shall be paid for at double time (2x) the straight time rate of pay.

ARTICLE 10 - REPORTING TIME

- 10.01 If an employee is advised on the previous evening not to report for work, then no reporting time is payable.

ARTICLE 11 - ENABLING CLAUSE

- 11.01 It is recognized that from time to time certain terms and conditions of employment for Local 409 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and Employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.
- 11.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).
- 11.03 Where this committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 11.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Agreement.
- 11.05 All contractor members of the Sheet Metal Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.

ARTICLE 12 - TERM OF AGREEMENT

- 12.01 This Schedule "S" shall remain in effect until and including April 30, 2030. All other Articles of this Agreement and Craft Schedule hereto shall remain in force until the termination date of this Agreement April 30, 2030. The Agreement will continue for successive periods of one (1) year unless either Party shall, on or about the sixtieth (60th) day prior to expiration, serve written notice on the other Party of a desire to terminate, or modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either Party, this Agreement shall remain in effect from year to year.

ARTICLE 13 - SIGNATORIES

13.01 Signed on behalf of the Parties to this Agreement this 24th day of June, 2026.

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**THE INTERNATIONAL
ASSOCIATION OF SHEET METAL,
AIR, RAILWAY AND
TRANSPORTATION WORKERS
(SMART), LOCAL UNION 409**

ROBERT SHEPHERD

GEORGE MACDONALD

DONALD HILTZ

RANDALL PINFOLD

ANGELA GALLANT
WITNESS

ANGELA GALLANT
WITNESS

CRAFT SCHEDULE “SJ” – SMALL JOB AGREEMENT

ARTICLE 1 – FORM OF AGREEMENT

- 1.01 Sheet Metal Workers Local 409 Agreement between the Union and the CLRA, 2026-2030, dated May 5, 2026, with Articles 1 through 39, including Schedules “A”, “B”, “F”, “L”, “P”, “R”, “S” and “T” shall be considered the Master Agreement and shall be applicable to all relevant employers and employees except where otherwise provided herein.

ARTICLE 2 – PURPOSE

This Article shall apply to all Small Job Sheet Metal jobs which are defined in Schedule “SJ” below. The focus of this Schedule “SJ” is to enable employers to be competitive in this sector and to increase the unionized mechanical share of this market. The scope of the Agreement defines the jobs covered by this Agreement and sets forth the working conditions, hours of work and rates of pay as listed in the wage table.

- 2.01 The purpose of this Agreement is to allow signatory employers to pursue work in the Small Job Sector that is presently controlled by non-union contractors.

This Agreement will not apply to any jobs that non-union contractors are not involved with.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.01 This Agreement will apply to small commercial jobs such as grocery stores, strip mall stores, etc. which have an original accepted tender amount of less than one hundred thousand dollars (\$100,000.00) sheet metal labour hours and material.

Service and repair is not included.

ARTICLE 4 – RULES

- 4.01 The workers for these jobs shall be totally separate from Union Members who are employed, from time to time, under the Master Agreement.
- 4.02 Contractors that are interested in working under the Small Job Agreement shall sign and be bound by this Agreement and shall have a separate small job section that will bid and manage Small Job work under this Agreement.
- 4.03 Under no circumstances shall Sheet Metal Local 409 Union Members who have not signed up for this Small Job Agreement be transferred by the employer to Small Job jobs except with the written approval of the Union.
- 4.04 The Journeyperson to Apprentice ratio will be at the complete discretion of the employer.
- 4.05 Local 409 will initiate into the Union any qualified person hired by an employer after a two (2) month probationary period.
- 4.06 The workweek, at the option of the employer, will be up to forty-five (45) hours per week, nine (9) hours per day, Monday to Friday at the straight time rate of pay.
- 4.07 If a day is lost from Monday to Friday, at the option of the employer, Saturday may be used as a make up day at the straight time rate of pay.
- 4.08 For work after nine (9) hours per day, the rate of pay shall be at time and one-half (1½x) the straight time rate of pay.
- 4.09 The workweek may, at the option of the employer, include Saturday and Sunday at straight time rates if the employers' tender documents state that this is a job requirement. These hours will be counted as part of the forty-five (45) hour workweek.
- 4.10 When an individual worker is hired to work under this Agreement, this worker shall sign an agreement with Local Union 409 stating that the worker shall agree to be part of the Agreement.

After three (3) years, such a worker will be eligible to work under optional Agreements of the Union.

- 4.11 The initiation fees will be reduced for members under this Agreement to:

\$100.00.....Journey person

\$50.00.....Apprentice

This initiation fee may be waived by the Union if an employer is able to entice an individual worker from a non-union contractor.

- 4.12 An employer who violates any of these rules under Article 4 shall not be entitled to bid work under the Small Job Agreement.
- 4.13 The Grievance procedure shall be as per the Master Agreement.
- 4.14 Holidays shall be as set out in the Master Agreement but at one and one-half (1½x) the hourly rate of pay.

SMALL JOB WAGE TABLE							
Hours		Hourly Rate	V & H (6%)	Pension	Welfare	Training Fund	Total Package
Effective May 5, 2026							
No Apprentice Schooling	53%	<u>\$18.28</u>	<u>\$1.10</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$23.48</u>
Pre Apprentice Schooling & 900 to 1800 hours	58%	<u>\$20.38</u>	<u>\$1.22</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$25.70</u>
1801 to 2700 hours	62%	<u>\$22.05</u>	<u>\$1.32</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$27.47</u>
2701 to 3600 hours	67%	<u>\$24.14</u>	<u>\$1.45</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$29.69</u>
3601 to 4500 hours	72%	<u>\$26.23</u>	<u>\$1.57</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$31.90</u>
4501 to 5400 hours	76%	<u>\$27.91</u>	<u>\$1.67</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$33.68</u>
5401 to 6300 hours	81%	<u>\$29.99</u>	<u>\$1.80</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$35.89</u>
6301 to 7200 hours	86%	<u>\$32.08</u>	<u>\$1.93</u>	\$1.10	\$2.50	<u>\$0.50</u>	<u>\$38.11</u>
Journeyman		<u>\$36.90</u>	<u>\$2.21</u>	\$2.20	\$2.50	<u>\$0.50</u>	<u>\$44.31</u>
Effective May 1, 2027							
No Apprentice Schooling	53%	<u>\$19.00</u>	<u>\$1.14</u>	\$1.10	\$2.50	\$0.50	<u>\$24.24</u>
Pre Apprentice Schooling & 900 to 1800 hours	58%	<u>\$21.16</u>	<u>\$1.27</u>	\$1.10	\$2.50	\$0.50	<u>\$26.53</u>
1801 to 2700 hours	62%	<u>\$22.89</u>	<u>\$1.37</u>	\$1.10	\$2.50	\$0.50	<u>\$28.36</u>
2701 to 3600 hours	67%	<u>\$25.05</u>	<u>\$1.50</u>	\$1.10	\$2.50	\$0.50	<u>\$30.65</u>
3601 to 4500 hours	72%	<u>\$27.20</u>	<u>\$1.63</u>	\$1.10	\$2.50	\$0.50	<u>\$32.93</u>
4501 to 5400 hours	76%	<u>\$28.92</u>	<u>\$1.74</u>	\$1.10	\$2.50	\$0.50	<u>\$34.76</u>
5401 to 6300 hours	81%	<u>\$31.08</u>	<u>\$1.87</u>	\$1.10	\$2.50	\$0.50	<u>\$37.05</u>
6301 to 7200 hours	86%	<u>\$33.25</u>	<u>\$1.99</u>	\$1.10	\$2.50	\$0.50	<u>\$39.34</u>
Journeyman		<u>\$38.25</u>	<u>\$2.29</u>	\$2.20	\$2.50	\$0.50	<u>\$45.74</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

SMALL JOB WAGE TABLE							
Hours		Hourly Rate	V & H (6%)	Pension	Welfare	Training Fund	Total Package
Effective May 1, 2028							
No Apprentice Schooling	53%	<u>\$19.72</u>	<u>\$1.18</u>	\$1.10	\$2.50	\$0.50	<u>\$25.00</u>
Pre Apprentice Schooling & 900 to 1800 hours	58%	<u>\$21.94</u>	<u>\$1.32</u>	\$1.10	\$2.50	\$0.50	<u>\$27.36</u>
1801 to 2700 hours	62%	<u>\$23.73</u>	<u>\$1.42</u>	\$1.10	\$2.50	\$0.50	<u>\$29.25</u>
2701 to 3600 hours	67%	<u>\$25.94</u>	<u>\$1.56</u>	\$1.10	\$2.50	\$0.50	<u>\$31.60</u>
3601 to 4500 hours	72%	<u>\$28.17</u>	<u>\$1.69</u>	\$1.10	\$2.50	\$0.50	<u>\$33.96</u>
4501 to 5400 hours	76%	<u>\$29.95</u>	<u>\$1.80</u>	\$1.10	\$2.50	\$0.50	<u>\$35.85</u>
5401 to 6300 hours	81%	<u>\$32.18</u>	<u>\$1.93</u>	\$1.10	\$2.50	\$0.50	<u>\$38.21</u>
6301 to 7200 hours	86%	<u>\$34.41</u>	<u>\$2.06</u>	\$1.10	\$2.50	\$0.50	<u>\$40.57</u>
Journeyman		<u>\$39.59</u>	<u>\$2.38</u>	\$2.20	\$2.50	\$0.50	<u>\$47.17</u>
Effective May 1, 2029							
No Apprentice Schooling	53%	<u>\$20.76</u>	<u>\$1.25</u>	\$1.10	\$2.50	\$0.50	<u>\$26.11</u>
Pre Apprentice Schooling & 900 to 1800 hours	58%	<u>\$23.08</u>	<u>\$1.39</u>	\$1.10	\$2.50	\$0.50	<u>\$28.57</u>
1801 to 2700 hours	62%	<u>\$24.94</u>	<u>\$1.50</u>	\$1.10	\$2.50	\$0.50	<u>\$30.54</u>
2701 to 3600 hours	67%	<u>\$27.26</u>	<u>\$1.64</u>	\$1.10	\$2.50	\$0.50	<u>\$33.00</u>
3601 to 4500 hours	72%	<u>\$29.59</u>	<u>\$1.78</u>	\$1.10	\$2.50	\$0.50	<u>\$35.47</u>
4501 to 5400 hours	76%	<u>\$31.45</u>	<u>\$1.89</u>	\$1.10	\$2.50	\$0.50	<u>\$37.44</u>
5401 to 6300 hours	81%	<u>\$33.77</u>	<u>\$2.03</u>	\$1.10	\$2.50	\$0.50	<u>\$39.90</u>
6301 to 7200 hours	86%	<u>\$36.09</u>	<u>\$2.17</u>	\$1.10	\$2.50	\$0.50	<u>\$42.36</u>
Journeyman		<u>\$41.57</u>	<u>\$2.49</u>	\$2.20	\$2.50	\$0.50	<u>\$49.26</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

CRAFT SCHEDULE “T” JOB TARGETING STABILIZATION RULES & PROCEDURES

The following Targeting & Stabilization Programs will form part of the Collective Agreement in accordance with Article 35 – Targeting & Stabilization. This Amendment may be modified upon mutual consent of the Parties to the Collective Agreement.

The application and interpretation of these job targeting and stabilization rules and procedures shall be at the sole discretion of the Targeting Committee. The Sheet Metal Local No. 409 is the “Union” under these rules and procedures.

1. No contractor shall be entitled to the job targeting rate and stabilization rates and conditions unless the contractor makes direct application in writing under these job targeting rules and procedures a minimum of forty-eight (48) hours prior to the tender closing to the Union through the Nova Scotia Construction Labour Relations Association (CLRA) on the attached application form and such request shall be forwarded to the Union.

The Union may, however, in its sole discretion waive the above time limit of forty-eight (48) hours.

2. The decision to provide stabilization or job targeting on any particular job will be the sole discretion of the Business Manager or Business Agent of Local 409. The Union shall advise the CLRA by email (target@nscclra.ca) in writing whether it grants or does not grant the targeting/stabilization application. The CLRA shall then advise all applicant contractors when a target/stabilization request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union, the contractors who are bidding jobs under this program shall supply the bid price of their bid on the targeted/stabilized jobs to the Union after the job has been awarded.
4. The applicant contractor shall provide a record of projected employee work hours worked on all targeted/stabilized jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sectors share of work.
5. Stabilization payments shall only be made for work performed by members of Local 409.

6. Under the Targeting & Stabilization Program, the Union may modify the terms of the Collective Agreement other than the hiring provisions in Article 3 Union Security, unless agreed to by the CLRA, and the contributions spelled out in Article 22, Employer Remittances.
7. All modifications provided by the Union are only for the specific tender on a job that the Union approved the targeting & stabilization provisions for.
8. Union members shall not be required to work under the Targeting & Stabilization Program. If a member is currently employed and chooses not to work under this Program, and no other work is available, then the employer may terminate that member.
9. The Targeting & Stabilization Fund shall not be discontinued until all obligations made to contractors under the Targeting & Stabilization Fund are satisfied.
10. In the event the Targeting & Stabilization Fund is discontinued, the balance of the Fund and contributions shall be dealt with in a manner determined by the Union.
11. This Targeting & Stabilization Fund Program shall continue in effect until the termination of the Agreement April 30, 2030.
12. The Application/Response Forms for Job Targeting/Job Stabilization are attached on the following pages.

CRAFT SCHEDULE “T” – SHEET METAL LOCAL 409 – JOB TARGETING/JOB STABILIZATION APPLICATION FORM

DATE: _____

TO: Sheet Metal Local 409
NS Construction Labour Relations AssociationPHONE: 902-450-5165
PHONE: 902-468-2283EMAIL: georgemacdonald29@gmail.com
EMAIL: target@nslra.ca

FROM: _____

PHONE: _____ EMAIL: _____

Please accept this as a request to bid the Project outlined herein, under the terms of the Enabling Committee provisions in Article 35 of the Sheet Metal Mainland Nova Scotia Local 409 Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____

TENDER CLOSING DATE: _____ EST. PROJECT VALUE: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION
_____	_____
_____	_____
_____	_____

In order to be competitive, I, as the Contractor bidding, request the following target rates and conditions:

- Hourly Wage Rate _____ plus the following benefits
Overtime conditions _____

- Board & Travel _____

- Other Relief _____

I UNDERSTAND AND AGREE THAT ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, HEALTH & WELFARE, PENSION, ADMINISTRATION, PROMOTION & EDUCATION FUND, INDUSTRY IMPROVEMENT FUND, AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE AGREEMENT, UNLESS OTHERWISE STIPULATED.

COMPANY_____
CONTRACTOR REPRESENTATIVE

**CRAFT SCHEDULE “T” –
SHEET METAL LOCAL 409 – JOB TARGETING/JOB STABILIZATION
RESPONSE FORM**

(UNION LETTERHEAD)

**EMAIL FORM - RESPONSE TO JOB TARGETING APPLICATION
ARTICLE 35 JOB TARGETING AND STABILIZATION PROGRAMS**

Date Application Received: _____ Date of Reply: _____

To: Nova Scotia Construction Labour Relations Association Email: target@nscra.ca

From: Sheet Metal Local 409

Project Type & Location: _____

Job Targeting & Enabling Rates and Conditions:

Hourly Rate	V&H 9%	Pension	Welfare	<u>Admin Fund</u>	<u>IIF</u>	Training	Stabilization Fund	Total
\$	\$	\$	\$	\$	\$	\$	\$	\$

Hours of Work & Other Provisions

Unless specifically indicated below, all other terms and conditions will be as per the current Collective Sheet Metal Local 409 Agreement. The above noted target rate is granted under Article 34 Enabling Committee for the following applicant contractors.

Job Stabilization Conditions:

Sheet Metal Local 409 Representative

Date: _____ Job Target Not Granted _____

COST OF LIVING MEMORANDUM OF AGREEMENT

Between:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION

-and-

**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAILWAY AND
TRANSPORTATION WORKERS (SMART), LOCAL UNION 409**

WHEREAS the Parties to this Memorandum of Agreement have negotiated a collective agreement which will expire on April 30, 2030;

AND WHEREAS this collective agreement includes a negotiated wage increase to be effective May 1, 2029;

AND WHEREAS the Parties have agreed that if the annual cost of living increase on a twelve-month average is greater than the negotiated May 1, 2029 percentage wage increase, the wage increase will be adjusted to match the average percentage cost of living increase;

AND WHEREAS the Parties have further agreed that the method and time of calculating the cost of living increase will be determined and agreed upon ahead of time via a Memorandum of Agreement;

THEREFORE, the Parties to this Memorandum of Agreement agree as follows:

1. The annual cost of living increase in 2029 will be calculated by determining the percentage increase between the 2028 annual average Consumer Price Index for Nova Scotia and the 2027 annual average Consumer Price Index for Nova Scotia. This method of calculation is the method applied by Arbitrator Susan Ashley in a 2004 arbitration between the parties.
2. The average annual Consumer Price Index figures for 2028 and 2027 will be the provincial figures for Nova Scotia published by Statistics Canada in their Table 18-10-0005-01: **“Consumer Price Index, annual average, not seasonally adjusted”**.
3. The annual cost of living increase in 2029 will be calculated when the average annual Consumer Price Index figures for 2028 are published by Statistics Canada in January 2029.

4. If the percentage increase between the 2028 annual average Consumer Price Index for Nova Scotia and the 2027 annual average Consumer Price Index for Nova Scotia is greater than the 4.45% wage increase negotiated between the parties for the May 1, 2029 wage rate, the May 1, 2029 wage increase will be adjusted to match the actual cost of living increase as calculated above.
5. For greater clarity, see the attached Statistics Canada Table 18-10-0005-01: “**Consumer Price Index, annual average, not seasonally adjusted**”, showing a 2025 annual average Consumer Price Index for Nova Scotia of 167.6 and a 2024 annual average Consumer Price Index for Nova Scotia of 164.2. Using the method of calculation applied by Susan Ashley in the 2004 arbitration between the parties, the annual cost of living increase would be calculated using the following equation: $(167.6 - 164.2) \text{ divided by } 164.2 \times 100 = 2.07$. The cost of living increase calculated for these two example years would be 2.07%.
6. This method of calculation will be applied to the 2028 annual average Consumer Price Index for Nova Scotia and 2027 annual average Consumer Price Index for Nova Scotia to determine the annual cost of living increase on a twelve-month average in January 2029.

Dated this 24th day of June, 2026.

SIGNATORIES FOR AND ON BEHALF OF

**Nova Scotia Construction Labour
Relations Association**

**The International Association of Sheet
Metal, Air, Railway and Transportation
Workers (SMART), Local Union 409**

ROBERT SHEPHERD

GEORGE MACDONALD

6/3/26, 1:25 PM

Consumer Price Index, annual average, not seasonally adjusted

Statistics
CanadaStatistique
Canada[Home](#) > [Data](#)

Consumer Price Index, annual average, not seasonally adjusted^{1, 2, 3}

Frequency: Annual

[Help](#)

Table: 18-10-0005-01 (formerly CANSIM 326-0021)

[Save my customizations](#)

Release date: 2026-01-19

Geography: Canada, Province or territory, Census subdivision, Census metropolitan area, Census metropolitan area part

▼ Customize table

Geography :**Reference period**

Nova Scotia

From: 2024 To: 2025

Apply

[Add/Remove data](#)[Download options](#)Didn't find what you're looking for? [View related tables, including other calculations and frequencies](#)

Showing 15 records

Filter

Reset

Products and product groups ⁴	Nova Scotia (map)	
	2024	2025
	2002=100	
All-items	164.2	167.6
Food ⁵	195.4	200.7
Shelter ⁶	188.6	197.0
Household operations, furnishings and equipment	128.0	130.3
Clothing and footwear	96.1	96.6
Transportation	169.7	167.6
Gasoline	221.0	197.1
Health and personal care	146.1	150.2
Recreation, education and reading	134.1	136.7
Alcoholic beverages, tobacco products and recreational cannabis	238.1	239.7
All-items excluding food and energy ⁷	148.9	153.2
All-items excluding energy ⁷	157.1	161.5
Energy ⁷	228.3	216.3
Goods ⁸	159.1	159.5
Services ²	169.6	176.3

How to cite: Statistics Canada. Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted**DOI:** <https://doi.org/10.25318/1810000501-eng>

Related information

- Replaces
- Source (Surveys and statistical programs)
- Related products

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501&pickMembers%5B0%5D=1.7&cubeTimeFrame.startYear=2024&cubeTimeFrame.e...> 1/2

SHEET METAL TRADE CLASSIFICATION

- A.B. Mechanical
- A.J. Murphy Plumbing, Heating & Ventilation
- Atlantica Mechanical Contractors Inc.
- Beaulieu Plumbing & Mechanical Inc.
- Brunswick Sheet Metal Ltd.
- BSM Services (1998) Ltd.
- C.C. MacDonald Limited
- Cowie Metalworks Ltd.
- Fitz's Construction Ltd.
- Flynn Canada
- G. & M. Insulation & Siding Limited
- Gil-Son Construction
- Guildfords Inc.
- Himmelman Contractors Limited
- Ian Tate Plumbing & Heating Ltd.
- Marid Industries Limited
- PMC Roofing Limited
- Pro Insul Limited
- Sunny Corner Enterprises Inc.
- Western Plumbing & Heating Ltd.