

LETTER OF UNDERSTANDING

– between –

the Nova Scotia Construction Labour Relations Association (the “CLRA”)

– and –

the Labourer’s International Union of North America, Local Union 615 (the “Union”)

The Parties to this Letter of Understanding hereto agree that, notwithstanding the terms of the Collective Agreement between them, signatory contractors to the Collective Agreement shall, in certain cases, be permitted to subcontract Demolition work to non-Union subcontractors, as follows:

- 1) If a signatory contractor intends to bid on a contract with a Demolition component, the contractor shall inform the Union of that intention, in order to encourage Unionized Demolition subcontractors to bid that project.
- 2) If the signatory contractor receives Demolition bids from ZERO Unionized subcontractors, the contractor MAY employ a non-Union Demolition subcontractor on that project subject to the two and one half percent (2.5%) fee as laid out in paragraph 3(b) below.
- 3) If the signatory contractor receives a Demolition bid from ONE Unionized subcontractor, the contractor must determine whether or not that bid is competitive, as follows:
 - a) If the price bid by the Unionized Demolition subcontractor is less than twenty percent (20%) higher than the price bid by the lowest priced non-Union subcontractor, the contractor MAY NOT employ a non-Union Demolition subcontractor on that project.
 - b) If the price bid by the Unionized Demolition subcontractor is twenty percent (20%) or more higher than the price bid by the successful non-Union subcontractor, the contractor MAY employ a non-Union Demolition subcontractor on that project. The contractor, upon hiring a non-Union Demolition subcontractor, shall pay to the Union, a fee equivalent to five percent (5%) of the price bid by the successful non-Union subcontractor. This fee is to be used towards organizing of non-Union Demolition subcontractors, in order to increase the competitiveness of Unionized Demolition subcontractors.
- 4) If the signatory contractor receives Demolition bids from MORE THAN ONE Unionized subcontractor, the contractor MAY NOT employ a non-Union Demolition subcontractor on that project.

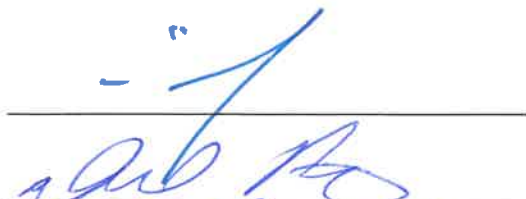
This Letter of Understanding shall expire on April 30, 2021, unless mutually agreed to be extended by both Parties.

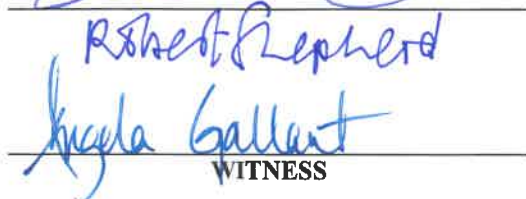
Dated this 23rd day of July, 2018.

SIGNATORIES FOR AND ON BEHALF OF

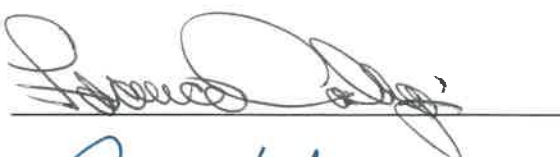
Nova Scotia Construction Labour Relations Association Limited

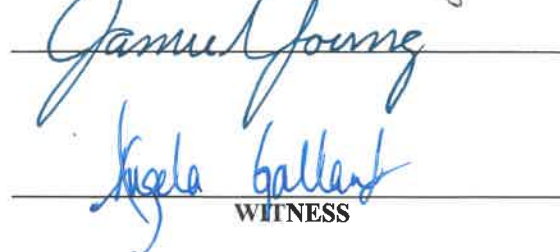
Labourers’ International Union of North America, Local Union 615



Robert Shepherd


WITNESS



James Young


WITNESS