

**SHEET METAL COLLECTIVE AGREEMENT  
MAINLAND NOVA SCOTIA  
2009-2012**

**BETWEEN:**

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter called the "CLRA")

260 Brownlow Avenue, Unit #1  
Dartmouth, NS B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705

- AND -

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL 409**

(hereinafter called the "Union")

14 McQuade Lake Crescent, Suite 105  
Halifax, NS B3S 1B6  
Phone: (902) 450-5165  
Fax: (902) 450-5123

**THIS AGREEMENT** dated at Dartmouth, this 28th day of August, 2009.

**EFFECTIVE DATE: July 14, 2009**  
**EXPIRATION DATE: April 30, 2012**

**Amendment #1 – July 30, 2009**  
**Amendment #2 – May 1, 2010**

## INDEX

ARTICLES	PAGE NO.
1 PURPOSE .....	1
2 RECOGNITION .....	1
3 UNION SECURITY .....	2
4 STEWARDS .....	4
5 MANAGEMENT RIGHTS .....	4
6 NORMAL HOURS OF WORK .....	5
7 TERMINATION OF EMPLOYMENT OR LAYOFF .....	6
8 OVERTIME .....	7
9 SHIFT WORK .....	7
10 WAGES .....	8
11 PAY PERIOD .....	8
12 REPORTING TIME .....	9
13 VACATION AND HOLIDAY ALLOWANCE .....	9
14 TRAVEL, ROOM AND BOARD .....	10
15 GRIEVANCE PROCEDURE .....	12
16 ARBITRATION .....	13
17 JURISDICTIONAL DISPUTES .....	13
18 SAFETY AND HEALTH .....	14
19 ACCESS TO THE JOB SITE .....	15
20 SUB-CONTRACTS .....	16
21 NO STRIKE - NO LOCKOUT .....	16
22 EMPLOYER REMITTANCES .....	17
23 PENSION & WELFARE TRUST FUNDS .....	18
24 INDUSTRY IMPROVEMENT, ADMINISTRATION, PROMOTION FUND .....	20
25 DESIGNATED HOLIDAYS .....	21
26 MAJOR INDUSTRIAL PROJECTS .....	22
27 CALL BACK TIME .....	23
28 DISCIPLINE .....	23
29 APPRENTICESHIP .....	24
30 TOOLS & JOB .....	25
31 EXCLUSION .....	26
32 SPECIAL PROVISIONS .....	26
33 JOINT CONFERENCE COMMITTEE .....	26
34 JOB TARGETING AND JOB STABILIZATION PROGRAMS .....	27
35 S.M.W. LOCAL 409 TRAINING FUND .....	28
36 TERM OF AGREEMENT .....	29
37 SIGNATORIES .....	29/43

**INDEX**

<b>ARTICLES</b>	<b>PAGE NO.</b>
CRAFT SCHEDULE “A” Monetary .....	30
CRAFT SCHEDULE “B” Letter of Understanding .....	32
CRAFT SCHEDULE “F” Fabrication.....	33
CRAFT SCHEDULE “L” Light Commercial .....	34
SCHEDULE “P” Probationary Employee Classification .....	35
CRAFT SCHEDULE “S” Sheeting & Decking .....	36
CRAFT SCHEDULE “SJ” Small Job Residential Agreement.....	44
CRAFT SCHEDULE “T” Job Targeting/Job Stabilization Rules and Procedures .....	48
SHEET METAL TRADE CLASSIFICATION .....	52

---

**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, watchmen; time checkers; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; permanent employees; or classifications above the rank of foreman 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 workmen 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 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 signed between the parties and dated July 14, 2009, and 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 workmen as requested, the employer may procure such men elsewhere.

3.04 The employer may request through the Union qualified available workmen 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 men being recalled.

3.05 The employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices' classification, as per Article 29.

3.06 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 workmen to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of his work.

3.07 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.

- 3.08 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the appropriate Union will be deemed to have voluntarily separated and his employment will be terminated.
- 3.09 The employer agrees to deduct weekly the amount certified by the Union as Dues.
- 3.10 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.
- 3.11 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.
- 3.12 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in this Agreement.
- 3.13 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 3.14 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 journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the employer's representative on the job whenever possible. Such permission would not be unreasonably withheld.
- He 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 his alternate.
- 4.03 The employer will notify the Union on termination of employment of the Steward or his 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 Foreman, Foreman 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 his 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 agreed prior to the start of the project by employer and employee 5 x 8 hour days may be substituted with 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. When an employee works for a 4 x 10 hour week, the employer agrees to pay 5 days Board Allowance as set out in Article 14 – Travel, Room and Board.
- 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 his regular rate of pay.
- 7.02 Employees who are laid off, quit or are discharged from the service of the employer shall receive their wages and employment record of earnings on termination if the payroll is made up on the project (job site); otherwise, the employer shall mail the employment record of earnings and wages within three (3) days, exclusive of Saturday and Sunday. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates, and an additional sum equivalent to eight (8) hours pay at straight time rate for every two (2) additional days delinquency. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee shall be advised promptly by the employer of the cause for dismissal.

**ARTICLE 8 - OVERTIME**

---

8.01 All hours worked in excess of the normal working hours Monday through Friday, or all 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.

8.02 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:

<u>July 14, 2009</u> .....	<u>\$16.00</u>
<u>May 1, 2010</u> .....	<u>\$18.00</u>
<u>May 1, 2011</u> .....	<u>\$20.00</u>

8.03 The employer will distribute overtime fairly among available, qualified employees, where practical.

8.04 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 above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours.

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 workman 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.
- 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 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.

---

**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 his 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.
- 12.04 The employer shall determine when weather conditions on the job are such that the men shall or shall not work. It shall be the responsibility of the employee to notify the employer before the scheduled starting time if he is 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 workman 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 forty (40) kilometre radius of the Halifax County intersection of Provincial Highway, 101 and 102. 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 forty (40) kilometre radius around the employer's permanent place of business outside Article 14.01.
- 14.03 There shall be a forty (40) kilometre radius free zone around all projects outside the jurisdiction of Clause 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 forty (40) kilometre free zone radius 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 his place of residence by the shortest normally travelled route. Daily travel shall not exceed the daily board allowance.
- 14.05 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 shall be:**

July 14, 2009 .....\$0.52 per kilometer

To be adjusted as and when issued by CRA.

- 14.06 If the employee's employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and travelling time to and/or from the job he 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 he is required by the employer to stay overnight, as per Article 14.08 the employer shall pay the employee, when the employee uses his own vehicle, only his travel allowance into a job site and his travel allowance when the employee returns to his residence from the 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.

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 Room and Board allowance as per Article 14.11.

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 No room and board or travel allowance will be paid to an employee who is sent to work in an area where he permanently resides.

14.10 If a construction camp providing room and board is available for a project by the employer, the employee will live at the camp and no room and board allowance will be paid to the employee. If the employee, on initial hiring on said project, chooses not to stay at the camp provided, he will be paid the room and board allowance as outlined in Article 14.11.

14.11 **Room and Board Allowance:**

<u>July 14, 2009 .....</u>	<u>\$90.00 per day worked</u>
<u>May 1, 2010.....</u>	<u>\$95.00 per day worked</u>
<u>May 1, 2011.....</u>	<u>\$100.00 per day worked</u>

14.12 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.

14.13 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. 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 his 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 men are on the job.
- 18.07 Safety hats, glasses and gloves will be supplied by the employer.
- 18.08 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.
- 18.09 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.

- 18.10 The employer will contribute ten cents (10¢) per hour worked for the provision of Safety Training as follow:
- WHMIS
  - Safety Orientation
  - Fall Arrest
  - First Aid (as required)
  - Confined Space (as required)

This contribution will be remitted along with the Training Fund contribution for a total contribution of twenty five cents (25¢) per hour as set out in the wage table of this agreement.

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 prior to the expiration of this agreement, all members receiving a referral slip from the hall shall have current and valid training in the courses listed above.

---

## 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 Sheeting & Decking see Craft Schedule “S”.**

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 journeymen. Remittances for apprentices for Pension and Stabilization, refer to the wage tables.

22.01A It is agreed that each employee and each employer will contribute two cents (2¢) per hour for each hour worked to Techsploration.

The hourly rate printed in the wage tables of this agreement has been reduced to reflect the two cent (2¢) employee contribution. Four cents (4¢) per hour worked will be remitted by the employer as part of the IIF and Administrative contribution which will total sixty-four cents (\$0.64) per hour, as set out in the wage table of the agreement.

EMPLOYER REMITTANCES	COMMERCIAL	INDUSTRIAL
<b>Effective July 14, 2009</b>		
Welfare Fund (Article 23)	\$2.25	\$2.25
Pension Fund (Article 23)	\$4.38	\$4.38
Stabilization Fund (Article 34)	<u>\$1.50</u>	<u>\$4.07</u>
Training Fund (Article 35)	\$0.25	\$0.25
Industry Improvement, Administration, Promo Fund (Article 24) Remittance per hour worked	<u>\$0.64</u>	<u>\$0.64</u>
Total Remittance Per Hour	<u>\$9.02</u>	<u>\$11.59</u>

22.01B It is agreed that the Union will contribute three cents (\$0.03) 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"**

Suite 216, Tower 1, 7001 Mumford Road

Halifax, NS B3L 4N9

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 Industry Improvement, Administration, Promotion Fund shall be payable to:

**Sheet Metal Industry Improvement, Administration, Promotion Fund**

c/o The Administrator

Unit # 1, 260 Brownlow Ave.

Dartmouth, NS

B3B 1V9

---

## 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 journeymen to the Pension & Welfare Trust Funds as set forth below on all hours paid.

<b>EMPLOYER REMITTANCES</b>		
<b>Welfare</b>	<b>Pension</b>	<b>Total Remittance</b>
\$2.25	\$4.38	\$6.63

\* For Pension remittances for apprentices, refer to the wage tables.

- 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 Sheet Metal Workers' International Association, 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, ADMINISTRATION, PROMOTION FUND

---

- 24.01 All employers must contribute and remit each month, by the fifteenth (15th) day of the following month, to the Industry Improvement, Administration, Promotion Fund an amount of sixty-four cents (\$0.64) effective July 14, 2009, for each hour worked, in that month by any employee covered by this Agreement and a completed remittance form provided to the employer by the Administrator. This contribution shall be made payable to the "Sheet Metal Industry Improvement, Administration, Promotion Fund" c/o the Administrator and remitted to the following address:
- Sheet Metal Worker I.I.F.**  
260 Brownlow Avenue, Unit No. 1  
Dartmouth, NS B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705
- 24.02 The Sheet Metal Industry Improvement, Administration, Promotion Fund shall be administered according to the terms of an Administration Agreement made between the Parties to this Collective Agreement effective July 14, 2009.
- 24.03 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Industry Improvement, Administration, Promotion Fund 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.
- 24.04 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Sheet Metal Industry Improvement, Administration, Promotion Fund.
- 24.05 Responsibilities and liabilities shall be outlined in the Administration Agreement.
- 24.06 It is agreed that upon the Agreement of both Parties the Parties shall be entitled to increase the contributions to the Sheet Metal Industry Improvement, Administration, Promotion Fund provided that thirty (30) days notice is given.
- 24.07 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 2009	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Victoria Day	Monday May 18, 2009	Same
Canada Day	Wednesday July 1, 2009	Same
Labour Day	Monday September 7, 2009	Same
Thanksgiving Day	Monday October 12, 2009	Same
Remembrance Day	Wednesday November 11, 2009	Same
Christmas Day	Friday December 25, 2009	Same
Boxing Day	Saturday December 26, 2009	Monday December 28, 2009
CALENDAR YEAR 2010	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2010	Same
Good Friday	Friday April 2, 2010	Same
Victoria Day	Monday May 24, 2010	Same
Canada Day	Thursday July 1, 2010	Same
Labour Day	Monday September 6, 2010	Same
Thanksgiving Day	Monday October 11, 2010	Same
Remembrance Day	Thursday November 11, 2010	Same
Christmas Day	Saturday December 25, 2010	Monday December 27, 2010
Boxing Day	Sunday December 26, 2010	Tuesday December 28, 2010
CALENDAR YEAR 2011	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Saturday January 1, 2011	Monday January 3, 2011
Good Friday	Friday April 22, 2011	Same
Victoria Day	Monday May 23, 2011	Same
Canada Day	Friday July 1, 2011	Same
Labour Day	Monday September 5, 2011	Same
Thanksgiving Day	Monday October 10, 2011	Same
Remembrance Day	Friday November 11, 2011	Same
Christmas Day	Sunday December 25, 2011	Monday December 26, 2011
Boxing Day	Monday December 26, 2011	Tuesday December 27, 2011
CALENDAR YEAR 2012	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2012	Monday January 2, 2012
Good Friday	Friday April 6, 2012	Same

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.

## 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 (man-hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00), 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 manning 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 his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours, shall be paid at his 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 regardless of the amount of time on the project shall be:
- (a) Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreman and Job Steward. Copy of warning notice mailed to the Union office.
  - (b) Second warning calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
  - (c) The above not applicable to the following: intoxication, insubordination, theft, and altercation on site and illegal work stoppages.

## ARTICLE 29 - APPRENTICESHIP

---

- 29.01 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.
- 29.02 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 Tradesmen 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.
- 29.03 The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement shall be based on the journeyman rate (Total Package) as in Craft Schedule "A", Monetary.
- |                        |     |
|------------------------|-----|
| 1001 – 3000 hours..... | 52% |
| 3001 – 5000 hours..... | 64% |
| 5001 – 7000 hours..... | 76% |
| 7001 – 9000 hours..... | 88% |
- An apprentice who currently has an hourly rate higher than that above shall not have his rate reduced.
- 29.04A During the installation process, the employer agrees to establish the practice of employing one (1) apprentice to every three (3) journeymen (1:3). After six (6) journeymen and two (2) apprentices are employed, the ninth employee may be an apprentice if so requested by the employer, thereafter the formula repeats. Furthermore, the union, at its discretion may alter the apprenticeship ratio in a manor favourable to the employer.
- 29.04B The parties agree that during the fabrication process the attached Schedule "F", Fabrication Agreement, shall apply at the employer's discretion.
- 29.05 The Parties agree to appoint the Apprenticeship Committee provided under Article 29.02 within three (3) months of the signing of this Agreement.

- 29.06 The employers recognize the need of the employee for security for the benefits under this Agreement and realize that the temporary nature of individual jobs is a handicap in this regard.
- 29.07 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 30 - TOOLS & JOB

---

- 30.01 Journeymen 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
  - Right & Left Hand Aircraft Snips
  - Pliers
  - Scribers
  - Trammel Points
  - Chalk Line
  - Plumb Bob
  - Level
  - Vice Grip Pliers
  - Bulldog Snips
  - Screwdrivers-S/M/L
  - Rule
  - Centre Punches
  - Dividers – 6”-12”
  - Solid Punch – 4/16”
  - Chisels
  - Combination or Try Square
  - 3½” Wide Pliers
- 30.02 **Roofing Sheet Metal workers only:**
- Hacksaw Frame
  - Crescent or Adjustable Wrench
  - One (1) set of Allen Wrenches
- 30.03 **Siding Sheet Metal workers only:**
- 1 Vice Grip Welding Clamp
  - 1 Set of Robertson Screwdrivers
  - 1 – 2’ Level
- 30.04 At the beginning of the second six (6) month period, the apprentices shall be required to have the following tools:
- Steel Tape
  - Snips
  - Screwdrivers – S/M/L
  - Vice Grip Pliers
  - Crescent or Adjustable Wrench
  - Tinnners Hammer
  - Right & Left Handed Aircraft Snips
  - Pliers
  - Chisel
  - Hacksaw

- 30.05 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).
- 30.06 Job means an individual construction project or operation or sheet metal shops requiring the services of sheet metal workers.

---

**ARTICLE 31 - EXCLUSION**

---

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

---

**ARTICLE 32 - SPECIAL PROVISIONS**

---

- 32.01 Specific provisions for domestic (jobbing) work, including sheet metal shops, may be established by mutual agreement between the employer and employees affected.
- 32.02 All Sheet Metal Duct and Fittings 26 gauge and heavier shall be union made by members in good standing of SMWIA. Any Sheet Metal Duct or Fittings fabricated by members who are not members of Local 409 shall arrive on site in broken down form.
- 32.03 Spiral Duct may arrive on site in lengths to be determined by the employer.
- 32.04 Article 32.02 shall not include items normally considered, manufactured items.

---

**ARTICLE 33 - JOINT CONFERENCE COMMITTEE**

---

- 33.01 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 34 – JOB TARGETING AND STABILIZATION PROGRAMS**

- 34.01 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.
- 34.02 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.).
- 34.03 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.
- 34.04 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**

- 34.05 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.
- 34.06 The Application Forms for the Job Targeting Program are found after Schedule “T” Job Targeting/Stabilization Rules and Procedures of this Agreement.

### **Stabilization Program**

- 34.07 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.
- 34.08 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.

- 34.09 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, Nova Scotia  
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.

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

---

**ARTICLE 35 - S.M.W. LOCAL 409 TRAINING FUND**

---

- 35.01 The contributions for the S.M.W. Local 409 Training Fund shall be twenty-five cents (\$0.25) 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 S.M.W. Local 409 Union Office.

The cheque shall be made payable to the S.M.W. Local 409 Training Program and mailed to:

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

The S.M.W. Local 409 Training Program shall be administered by S.M.W. Local 409.

**ARTICLE 36 - TERM OF AGREEMENT**

36.01 This Agreement shall remain in effect until and including April 30, 2012. All other Articles of this Agreement and Craft Schedule hereto shall remain in force until the termination date of this Agreement, April 30, 2012. 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.

36.02 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 37 - SIGNATORIES**

37.01 Signed on behalf of the Parties to this Agreement this 28th day of August, 2009.

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

**SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION,  
LOCAL UNION 409**

\_\_\_\_\_  
KIRK HIMMELMAN

\_\_\_\_\_  
RANDALL PINFOLD

\_\_\_\_\_  
ALLAN STAPLETON

\_\_\_\_\_  
PETER CAINES

\_\_\_\_\_  
NANCY CANALES  
WITNESS

## CRAFT SCHEDULE "A" - MONETARY

### JOURNEYMAN WAGE RATES – COMMERCIAL ALL COUNTIES \*

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

COMMERCIAL JOURNEYMAN								
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	IIF & Admin Fund	Training Fund	Stabilization Fund	Total Package
<u>July 14, 2009</u>	<u>30.14</u>	<u>2.71</u>	4.38	2.25	<u>0.64</u>	0.25	<u>1.50</u>	<u>41.87</u>
<u>May 1, 2010</u>	<u>30.14</u>	<u>2.71</u>	<u>5.38</u>	2.25	0.64	0.25	1.50	<u>42.87</u>
<u>May 1, 2011</u>	<u>31.06</u>	<u>2.79</u>	5.38	2.25	0.64	0.25	1.50	<u>43.87</u>

- For Light Commercial Rates see Schedule “L” page 30
- For Small Job and Residential see Schedule “SJ” page 40

### FOREMEN – Commercial, Jobs Not Defined as Major Industrial Projects

Non-working and working foreman shall receive a minimum premium of eight percent (8%) above the applicable journeyman’s rate or an alternative benefit of equal value as mutually agreed to by the foreman and the employer.

### COMMERCIAL APPRENTICE

COMMERCIAL APPRENTICE									
Hours	Hourly Rate	V & H (9%)	<u>Pension</u>	Welfare	IIF & Admin Fund	Training Fund	Stabilization Fund	Total Package	
<b>Effective Date: <u>July 14, 2009 (Pension 16% or max of \$4.38)</u></b>									
1st 1001-3000	52%	14.02	1.26	2.44	2.25	0.64	0.25	0.78	21.64
2nd 3001-5000	64%	17.83	1.60	3.11	2.25	0.64	0.25	0.96	26.64
3rd 5001-7000	76%	21.63	1.95	3.77	2.25	0.64	0.25	1.14	31.63
4th 7001-9000	88%	25.50	2.29	4.38	2.25	0.64	0.25	1.32	36.63
<b>Effective Date: <u>May 1, 2010</u></b>									
1st 1001-3000	52%	<u>14.02</u>	<u>1.26</u>	<u>2.96</u>	2.25	0.64	0.25	0.78	22.16
2nd 3001-5000	64%	<u>17.83</u>	<u>1.60</u>	<u>3.75</u>	2.25	0.64	0.25	0.96	<u>27.28</u>
3rd 5001-7000	76%	<u>21.63</u>	<u>1.95</u>	<u>4.53</u>	2.25	0.64	0.25	1.14	<u>32.39</u>
4th 7001-9000	88%	<u>25.50</u>	<u>2.29</u>	<u>5.26</u>	2.25	0.64	0.25	1.32	<u>37.51</u>
<b>Effective Date: <u>May 1, 2011</u></b>									
1st 1001-3000	52%	<u>14.50</u>	<u>1.30</u>	2.96	2.25	0.64	0.25	0.78	<u>22.68</u>
2nd 3001-5000	64%	<u>18.41</u>	<u>1.66</u>	3.75	2.25	0.64	0.25	0.96	<u>27.92</u>
3rd 5001-7000	76%	<u>22.33</u>	<u>2.01</u>	4.53	2.25	0.64	0.25	1.14	<u>33.15</u>
4th 7001-9000	88%	<u>26.30</u>	<u>2.37</u>	5.26	2.25	0.64	0.25	1.32	<u>38.39</u>

**Amendment #2 – May 1, 2010**

## JOURNEYMAN WAGE RATES - MAJOR INDUSTRIAL PROJECTS ALL COUNTIES

Other than Jobs Bid and Awarded prior to January 7th, 2002 below excepting Small Job & Residential jobs defined in Articles 2.05 and 2.06

MAJOR INDUSTRIAL JOURNEYMAN								
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	IIF & Admin Fund	Training Fund	Stabilization Fund	Total Package
July 14, 2009	30.14	2.71	4.38	2.25	0.64	0.25	4.07	44.44
<b>May 1, 2010</b>	<b>30.14</b>	<b>2.71</b>	<b>5.38</b>	2.25	0.64	0.25	4.07	<b>45.44</b>
May 1, 2011	<b>31.06</b>	<b>2.79</b>	5.38	2.25	0.64	0.25	4.07	<b>46.44</b>

### FOREMEN – For Major Industrial Projects – Article 26

Non-working and working foreman shall receive a minimum premium of eight percent (8%) above the applicable journeyman's rate or an alternative benefit of equal value as mutually agreed to by the foreman and the employer.

### INDUSTRIAL APPRENTICE

MAJOR INDUSTRIAL APPRENTICE									
Hours		Hourly Rate	V & H (9%)	Pension	Welfare	IIF & Admin Fund	Training Fund	Stabilization Fund	Total Package
<b>Effective Date: July 14, 2009 (Pension 16% or max of \$4.38)</b>									
1st 1001-3000	52%	14.02	1.26	2.44	2.25	0.64	0.25	2.12	22.98
2nd 3001-5000	64%	17.83	1.60	3.11	2.25	0.64	0.25	2.60	28.28
3rd 5001-7000	76%	21.63	1.95	3.77	2.25	0.64	0.25	3.09	33.58
4th 7001-9000	88%	25.50	2.29	4.38	2.25	0.64	0.25	3.58	38.89
<b>Effective Date: May 1, 2010</b>									
1st 1001-3000	52%	<b>14.02</b>	<b>1.26</b>	<b>2.96</b>	2.25	0.64	0.25	2.12	23.50
2nd 3001-5000	64%	<b>17.83</b>	<b>1.60</b>	<b>3.75</b>	2.25	0.64	0.25	2.60	<b>28.92</b>
3rd 5001-7000	76%	<b>21.63</b>	<b>1.95</b>	<b>4.53</b>	2.25	0.64	0.25	3.09	<b>34.34</b>
4th 7001-9000	88%	<b>25.50</b>	<b>2.29</b>	<b>5.26</b>	2.25	0.64	0.25	3.58	<b>39.77</b>
<b>Effective Date: May 1, 2011</b>									
1st 1001-3000	52%	<b>14.50</b>	<b>1.30</b>	2.96	2.25	0.64	0.25	2.12	<b>24.02</b>
2nd 3001-5000	64%	<b>18.41</b>	<b>1.66</b>	3.75	2.25	0.64	0.25	2.60	<b>29.56</b>
3rd 5001-7000	76%	<b>22.33</b>	<b>2.01</b>	4.53	2.25	0.64	0.25	3.09	<b>35.10</b>
4th 7001-9000	88%	<b>26.30</b>	<b>2.37</b>	5.26	2.25	0.64	0.25	3.58	<b>40.65</b>

**Amendment #2 – May 1, 2010**

**CRAFT SCHEDULE “B”  
LETTER OF UNDERSTANDING**

**This Letter of Understanding between  
Nova Scotia Construction Labour Relations Association Limited  
(hereinafter called the CLRA)  
- and -  
**Sheet Metal Workers’ International Association, 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, 2009-2012 dated the 14th day of July, 2009 and effective to April 30<sup>th</sup>, 2012 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 from the 14th day of July 2009 to, and including, April 30<sup>th</sup>, 2012, 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 28th day of August, 2009.

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

**SHEET METAL WORKERS’  
INTERNATIONAL ASSOCIATION,  
LOCAL UNION 409**

KIRK HIMMELMAN

RANDALL PINFOLD

ALLAN STAPLETON

PETER CAINES

NANCY CANALES  
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

Journeyman

Journeyman

Journeyman

1st year Apprentice / 2nd year Apprentice

1st year Apprentice / 2nd year Apprentice

Journeyman

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 Journeyman 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 31 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 30<sup>th</sup>, 2012. All of the Articles of the Main Construction Sheet Metal Agreement shall remain in force until the termination of that Agreement July 14, 2009.

## CRAFT SCHEDULE “L” – LIGHT COMMERCIAL

### JOURNEYMAN WAGE RATES LIGHT COMMERCIAL

COLCHESTER, CUMBERLAND, PICTOU, GUYSBOROUGH, ANTIGONISH, HANTS, KINGS, ANNAPOLIS, LUNENBURG, QUEENS, SHELBURNE, DIGBY & YARMOUTH COUNTIES

This Article shall apply to all residential and commercial sheet metal and ventilation jobs which have an original accepted tender amount of less than one hundred & fifty thousand (\$150,000.00) dollars, sheet metal contract value construction, man 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 JOURNEYMAN							
Effective Date	Hourly Rate	V & H (9%)	Pension	Welfare	IIF & Admin Fund	Training Fund	Total Package
<u>July 14, 2009</u>	<u>25.13</u>	<u>2.26</u>	4.38	2.25	<u>0.64</u>	0.25	<u>34.91</u>
<b>May 1, 2010</b>	<b>25.13</b>	<b>2.26</b>	<b>5.38</b>	2.25	0.64	0.25	<u>35.91</u>
<u>May 1, 2011</u>	<u>26.05</u>	<u>2.34</u>	5.38	2.25	0.64	0.25	<u>36.91</u>

### APPRENTICES WAGE RATES LIGHT COMMERCIAL

COLCHESTER, CUMBERLAND, PICTOU, GUYSBOROUGH, ANTIGONISH, HANTS, KINGS, ANNAPOLIS, LUNENBURG, QUEENS, SHELBURNE, DIGBY & YARMOUTH COUNTIES

LIGHT COMMERCIAL APPRENTICE								
Hours		Hourly Rate	V & H (9%)	Pension	Welfare	IIF & Admin Fund	Training Fund	Total Package
<b>Effective Date: <u>July 14, 2009</u> (Pension 16% or max of \$4.38)</b>								
1st 1001-3000	52%	<u>11.77</u>	<u>1.06</u>	<u>2.05</u>	2.25	<u>0.64</u>	0.25	<u>18.02</u>
2nd 3001-5000	64%	15.05	1.36	2.63	2.25	0.64	0.25	22.18
3rd 5001-7000	76%	<u>18.35</u>	<u>1.65</u>	<u>3.20</u>	2.25	<u>0.64</u>	0.25	<u>26.34</u>
4th 7001-9000	88%	<u>21.64</u>	<u>1.95</u>	<u>3.77</u>	2.25	<u>0.64</u>	0.25	<u>30.50</u>
<b>Effective Date: <u>May 1, 2010</u></b>								
1st 1001-3000	52%	<u>11.77</u>	<u>1.06</u>	<u>2.57</u>	2.25	0.64	0.25	18.54
2nd 3001-5000	64%	<u>15.05</u>	<u>1.36</u>	<u>3.27</u>	2.25	0.64	0.25	22.82
3rd 5001-7000	76%	<u>18.35</u>	<u>1.65</u>	<u>3.96</u>	2.25	0.64	0.25	<u>27.10</u>
4th 7001-9000	88%	<u>21.64</u>	<u>1.95</u>	<u>4.65</u>	2.25	0.64	0.25	<u>31.38</u>
<b>Effective Date: <u>May 1, 2011</u></b>								
1st 1001-3000	52%	<u>12.25</u>	<u>1.10</u>	2.57	2.25	0.64	0.25	19.06
2nd 3001-5000	64%	<u>15.64</u>	<u>1.41</u>	3.27	2.25	0.64	0.25	23.46
3rd 5001-7000	76%	<u>19.05</u>	<u>1.71</u>	3.96	2.25	0.64	0.25	<u>27.86</u>
4th 7001-9000	88%	<u>22.45</u>	<u>2.02</u>	4.65	2.25	0.64	0.25	<u>32.26</u>

**Amendment #2 – May 1, 2010**

## **SCHEDULE “P” – PROBATIONARY EMPLOYEE CLASSIFICATION**

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

### **WAGE RATES**

<b>SCHEDULE P - PROBATIONARY EMPLOYEE CLASSIFICATION</b>				
<b>Date</b>	<b>Probationary Employee</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b>Total Wage Package</b>
<u>July 14, 2009</u>	0 - 1000 hours	<u>\$14.00</u>	<u>\$1.26</u>	<u>\$15.26</u>
<u>May 1, 2010</u>	0 - 1000 hours	<u>\$14.40</u>	<u>\$1.30</u>	<u>\$15.70</u>
<u>May 1, 2011</u>	0 - 1000 hours	<u>\$14.80</u>	<u>\$1.33</u>	<u>\$16.13</u>

In the event that the Union is unable to supply first (1<sup>st</sup>) or second (2<sup>nd</sup>) 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 one thousand (1,000) 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 30<sup>th</sup>, 2012. All of the Articles of the Main Construction Sheet Metal Agreement shall remain in force until the termination of that Agreement, July 14, 2009.

## CRAFT SCHEDULE “S” SHEETING & DECKING

---

### ARTICLE 1 - FORM OF AGREEMENT

- 1.01 The Sheet Metal Collective Agreement Mainland Nova Scotia, between the Union Local 409 and the CLRA 2009-2012 effective July 14, 2009, with Articles 1-37 including Craft Schedules “A”, “B”, “F”, “L”, “P”, “SJ” AND “T”
- 1A The purpose of this Craft Schedule “S” is to insure signatory contractors are competitive in the Commercial and Institutional Siding and Decking 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 Sheet Metal and Decking 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 2000 hours of employment, shall be classified a Probationary Employee.
- At the conclusion of the probationary period the employee shall become a Material Handler, or his employment be terminated.
- Material Handler:**  
Material Handlers shall be restricted to the handling of material, on the ground or on a roof.
- Sheeter/Decker 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.
- Sheeter/Decker:**  
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.
- 2.03 The employer will contribute ten cents (10¢) 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 sheeter/deckers, sheeter/decker 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 sheeters/deckers, sheeter/decker assistants, material handlers, probationary employees, sheeter/decker 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 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.

<b>SHEETER/DECKER JOURNEYMAN WAGE RATES</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b>Pension</b>	<b>Benefit</b>	<b>IIF &amp; Admin Fund</b>	<b>Training Fund</b>	<b>Total Package</b>
<u>July 30, 2009</u>	<u>26.34</u>	<u>2.37</u>	4.38	2.25	<u>0.59</u>	0.25	<u>36.18</u>
<b>May 1, 2010</b>	<b>26.34</b>	<b>2.37</b>	<b>5.38</b>	2.25	0.59	0.25	<u>37.18</u>
<u>May 1, 2011</u>	<u>27.26</u>	<u>2.45</u>	5.38	2.25	0.59	0.25	<u>38.18</u>

<b>SHEETER/DECKER ASSISTANT WAGE RATES</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b><u>Pension</u></b>	<b>Benefit</b>	<b>IIF &amp; Admin Fund</b>	<b>Training Fund</b>	<b>Total Package</b>
<u>July 30, 2009</u>	<u>20.94</u>	<u>1.89</u>	<u>4.11</u>	2.25	<u>0.59</u>	0.25	<u>30.03</u>
<b>May 1, 2010</b>	<b>20.94</b>	<b>1.89</b>	<b>4.94</b>	2.25	0.59	0.25	<u>30.86</u>
<u>May 1, 2011</u>	<u>21.71</u>	<u>1.95</u>	4.94	2.25	0.59	0.25	<u>31.69</u>

<b>MATERIAL HANDLER WAGE RATES</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b><u>Pension</u></b>	<b>Benefit</b>	<b>IIF &amp; Admin Fund</b>	<b>Training Fund</b>	<b>Total Package</b>
<u>July 30, 2009</u>	<u>16.16</u>	<u>1.46</u>	<u>3.17</u>	2.25	<u>0.59</u>	0.25	<u>23.88</u>
<b>May 1, 2010</b>	<b>16.16</b>	<b>1.46</b>	<b>3.83</b>	2.25	0.59	0.25	<u>24.54</u>
<u>May 1, 2011</u>	<u>16.77</u>	<u>1.51</u>	3.83	2.25	0.59	0.25	<u>25.20</u>

<b>PROBATIONARY EMPLOYEE WAGE RATES</b>			
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b>Total Package</b>
<u>July 30, 2009</u>	<u>13.17</u>	<u>1.19</u>	<u>14.36</u>
<u>May 1, 2010</u>	<u>13.63</u>	<u>1.23</u>	<u>14.86</u>
<u>May 1, 2011</u>	<u>14.09</u>	<u>1.27</u>	<u>15.36</u>

4.02 **Industrial Rate:**

On work covered by Article 26 of the Main Agreement, the wage rates shall be as set out in the Main Agreement. Percentages for probationary employees, material handlers and sheeter/decker assistants shall be as set out above.

Amendment #1 – July 30, 2009  
Amendment #2 – May 1, 2010

## 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) Sheeter/Decker

One (1) Sheeter 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	Sheeter/Decker Assistant	Sheeter/Decker
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 shall be:**

July 30, 2009.....\$0.52 per kilometre

To be adjusted as and when issued by CRA.

7.02 **Room and Board Allowance:**

July 30, 2009.....\$90.00 per day worked

May 1, 2010 .....\$95.00 per day worked

May 1, 2011 .....\$100.00 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”.
- 3) In order to ensure the competitiveness of the Employer, the Parties agree with respect to out-of-town Projects where room and board is applicable, that the following crew composition shall apply:
  - One (1) Sheeter/Decker with full room and board allowance
  - One (1) Sheeter/Decker Assistant with full room and board allowance
  - Probationary employees shall not receive board allowance

The above formula shall repeat.

**ARTICLE 8 - HOURS OF WORK FOR WEATHER EFFECTED WORK**

8.01 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.

Make-up hours are voluntary and the employee has the right to decline make-up hours.

8.02 An employee is entitled to be given a minimum of two (2) hours notice of any required overtime, make-up time, or Saturday work. If the employee is not given the minimum notice he shall be entitled to decline the work in question.

8.03 For all hours worked in excess of the hours worked set forth in Article 8.01 (forty (40) hours) overtime shall be paid for at time and one-half (1½x) the straight time rate except as set out below.

8.04 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 9 - REPORTING TIME**

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

**ARTICLE 10 - ENABLING CLAUSE**

- 10.01 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.
- 10.02 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.).
- 10.03 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.
- 10.04 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.
- 10.05 All contractor members of the Sheet Metal Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.

**ARTICLE 11 - TERM OF AGREEMENT**

- 11.01 This Schedule "S" shall remain in effect until and including April 30, 2012. All other Articles of this Agreement and Craft Schedule hereto shall remain in force until the termination date of this Agreement April 30, 2012. 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 12 - SIGNATORIES**

12.01 Signed on behalf of the Parties to this Agreement this 28th day of August, 2009.

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

**SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION,  
LOCAL UNION 409**

TINA LANE

RANDALL PINFOLD

ALLAN STAPLETON

PETER CAINES

NANCY CANALES  
WITNESS

## **CRAFT SCHEDULE “SJ” – SMALL JOB RESIDENTIAL AGREEMENT**

### **ARTICLE 1 – FORM OF AGREEMENT**

- 1.01 Sheet Metal Workers Local 409 Agreement between the Union and the CLRA, 2009-2012, dated July 13, 2009, with Articles 1 through 37, including Schedules “A”, “B”, “F”, “L”, “P”, “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 and Residential 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 Residential and 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 Residential construction, wood frame apartment buildings, grocery chain stores and small commercial jobs such as strip mall stores, Tim Hortons, KFC outlets, etc.

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 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, 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 maybe 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.....Journeyman  
    \$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
<b>Effective July 14, 2009</b>							
No Apprentice Schooling	53%	\$9.91	\$0.59	\$1.10	\$2.25	\$0.25	\$14.10
Pre Apprentice Schooling & 1000 to 2000 hours	58%	\$11.16	\$0.67	\$1.10	\$2.25	\$0.25	\$15.43
2001 to 3000 hours	62%	\$12.17	\$0.73	\$1.10	\$2.25	\$0.25	\$16.50
3001 to 4000 hours	67%	\$13.42	\$0.81	\$1.10	\$2.25	\$0.25	\$17.83
4001 to 5000 hours	72%	\$14.68	\$0.88	\$1.10	\$2.25	\$0.25	\$19.16
5001 to 6000 hours	76%	\$15.68	\$0.94	\$1.10	\$2.25	\$0.25	\$20.22
6001 to 7000 hours	81%	\$16.93	\$1.02	\$1.10	\$2.25	\$0.25	\$21.55
7001 to 8000 hours	86%	\$18.19	\$1.09	\$1.10	\$2.25	\$0.25	\$22.88
Journeyman		\$20.91	\$1.25	\$2.20	\$2.25	\$0.25	\$26.86
<b>Effective May 1, 2010</b>							
No Apprentice Schooling	53%	\$10.28	\$0.62	\$1.10	\$2.25	\$0.25	\$14.50
Pre Apprentice Schooling & 1000 to 2000 hours	58%	\$11.58	\$0.69	\$1.10	\$2.25	\$0.25	\$15.87
2001 to 3000 hours	62%	\$12.61	\$0.76	\$1.10	\$2.25	\$0.25	\$16.97
3001 to 4000 hours	67%	\$13.90	\$0.83	\$1.10	\$2.25	\$0.25	\$18.33
4001 to 5000 hours	72%	\$15.19	\$0.91	\$1.10	\$2.25	\$0.25	\$19.70
5001 to 6000 hours	76%	\$16.22	\$0.97	\$1.10	\$2.25	\$0.25	\$20.79
6001 to 7000 hours	81%	\$17.51	\$1.05	\$1.10	\$2.25	\$0.25	\$22.16
7001 to 8000 hours	86%	\$18.80	\$1.13	\$1.10	\$2.25	\$0.25	\$23.53
Journeyman		\$21.85	\$1.31	\$2.20	\$2.25	\$0.25	\$27.86
<b>Effective May 1, 2011</b>							
No Apprentice Schooling	53%	\$10.66	\$0.64	\$1.10	\$2.25	\$0.25	\$14.90
Pre Apprentice Schooling & 1000 to 2000 hours	58%	\$11.98	\$0.72	\$1.10	\$2.25	\$0.25	\$16.30
2001 to 3000 hours	62%	\$13.05	\$0.78	\$1.10	\$2.25	\$0.25	\$17.43
3001 to 4000 hours	67%	\$14.38	\$0.86	\$1.10	\$2.25	\$0.25	\$18.84
4001 to 5000 hours	72%	\$15.70	\$0.94	\$1.10	\$2.25	\$0.25	\$20.24
5001 to 6000 hours	76%	\$16.75	\$1.01	\$1.10	\$2.25	\$0.25	\$21.36
6001 to 7000 hours	81%	\$18.08	\$1.09	\$1.10	\$2.25	\$0.25	\$22.77
7001 to 8000 hours	86%	\$19.42	\$1.16	\$1.10	\$2.25	\$0.25	\$24.18
Journeyman		\$22.79	\$1.37	\$2.20	\$2.25	\$0.25	\$28.86

## CRAFT SCHEDULE “T” JOB TARGETING STABILIZATION RULES & PROCEDURES

---

The following Targeting & Stabilization Programs will form part of the Collective Agreement in accordance with Article 34 – 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 facsimile (**Fax Number 468-3705**) or email ([admin@nsclra.ca](mailto:admin@nsclra.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, 2012.
12. The Application/Response Forms for Job Targeting/Job Stabilization are attached on pages 59 and 60.

**CRAFT SCHEDULE “T”**

**SHEET METAL LOCAL 409 - JOB TARGETING/JOB STABILIZATION  
APPLICATION FORM**

**DATE:** \_\_\_\_\_

**TO: LOCAL UNION** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

Please accept this as a request to bid the Project outlined herein, under the terms of the Enabling Committee provisions Article 34 of the Sheet Metal Mainland Nova Scotia Local 409 Agreement currently in force.

**PROJECT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**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.**

**1. Hourly Wage Rate** \_\_\_\_\_ **plus the following benefits**  
**Overtime conditions** \_\_\_\_\_

**2. Board & Travel** \_\_\_\_\_

**3. Other Relief** \_\_\_\_\_

I UNDERSTAND AND AGREE THAT ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, HEALTH & WELFARE, PENSION, INDUSTRY IMPROVEMENT, ADMINISTRATION & PROMOTION 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”**

**(UNION LETTERHEAD)**

**SHEET METAL LOCAL 409**

**FAX FORM - RESPONSE TO JOB TARGETING APPLICATION  
ARTICLE 34 JOB TARGETING AND STABILIZATION PROGRAMS**

Date Application Received: \_\_\_\_\_ Date of Reply: \_\_\_\_\_

To: Nova Scotia Construction Labour Relations Association Fax: 468-3705

From: Sheet Metal Local 409

Project Type & Location: \_\_\_\_\_

**Job Targeting & Enabling Rates and Conditions:**

<b>Hourly Rate</b>	<b>Vacation Pay 9%</b>	<b>Pension</b>	<b>Welfare</b>	<b>IIF &amp; Admin Fund</b>	<b>Training</b>	<b>Stabilization Fund</b>	<b>Total</b>
\$	\$	\$	\$	\$	\$	\$	\$

**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 \_\_\_\_\_

---

## SHEET METAL TRADE CLASSIFICATION

---

- A.B. Mechanical Ltd.
- A. & G. Crane Rentals Ltd.
- Atlantica Mechanical Contractors Inc.
- Beaulieu Plumbing & Mechanical Inc.
- B.I.D. Canada Ltd.
- Brunswick Sheet Metal Ltd.
- C.C. MacDonald Limited
- Comstock Canada
- Fitz's Construction Ltd.
- Fosco Contracting Services Limited
- G. & M. Insulation & Siding Limited
- Glasgow Metals Limited
- Guildfords (2000) Inc.
- Himmelman Contractors Limited
- Marid Industries Limited
- Sunny Corner Enterprises Inc.
- Western Plumbing & Heating Ltd.