

***MASONRY LABOURER COLLECTIVE AGREEMENT
CAPE BRETON ISLAND
NOVA SCOTIA***

2008 - 2011

- BETWEEN -

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(on behalf of all Employers bound by this Agreement)

(hereinafter referred to as the "CLRA")

- AND -

**THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115**

(hereinafter referred to as the "Union")

THIS AGREEMENT dated at Sydney, Nova Scotia, this 19th day of September, 2008.

EFFECTIVE: JULY 1, 2008

EXPIRATION: JUNE 30, 2011

Amendment #1 – July 1, 2009

*INDEX**Article**Page No.*

PURPOSE.....	1
PREAMBLE.....	1
INTERPRETATION.....	1
1 STATEMENT OF PRINCIPLES	2
2 RECOGNITION	2
3 TERMINATION OF CONTRACT	2
4 MANAGEMENT RIGHTS	2
5 BUSINESS AGENT AND JOB STEWARDS	3
6 FOREMEN	3
7 UNION SECURITY	4
8 SUB-CONTRACTS.....	4
9 HOURS OF WORK AND OVERTIME	4
10 CALL-OUT MINIMUM	6
11 EXTRA WORK	6
12 REPORTING TIME	6
13 TRAVEL ALLOWANCE.....	7
14 COFFEE BREAK AND CLEAN-UP.....	7
15 SAFETY	8
16 SANITATION	8
17 SICKNESS.....	8
18 TOOLS AND ACCOMMODATIONS	8
19 UNION DUES	9
19A <u>CONSOLIDATED FUND</u>	9
20 <u>DISCIPLINE</u>	12
21 <u>GRIEVANCE & ARBITRATION</u>	12
<u>22</u> <u>TERMINATION OF EMPLOYMENT</u>	13
<u>23</u> <u>HOURLY RATES AND CLASSIFICATIONS</u>	14
<u>24</u> <u>MISCELLANEOUS</u>	16
<u>25</u> <u>PAY DAY</u>	17
<u>26</u> <u>HEIGHT PAY</u>	17
<u>27</u> <u>CONTRACT HOLIDAYS</u>	17
<u>28</u> <u>VACATION PAY</u>	19
<u>29</u> <u>NO STRIKES OR LOCKOUTS</u>	19
<u>30</u> <u>BENEFIT PLAN</u>	19

*INDEX ... Con't.**Article**Page No.*

<u>31</u>	PENSION PLAN	20
<u>32</u>	LABOURERS' TRAINING, HEALTH & SAFETY & LABOURERS' – EMPLOYERS COOPERATION & EDUCATION TRUST FUND.....	21
<u>33</u>	CAPE BRETON LABOURERS' DEVELOPMENT CO. LTD.....	22
<u>34</u>	ORGANIZING/STABILIZING FUND – LABOURERS LOCAL 1115.....	22
<u>35</u>	INDUSTRIAL WORK	23
<u>36</u>	APPLICATION OF AGREEMENT.....	25
<u>37</u>	SIGNATORIES	25
	APPENDIX “A”	26
	<u>SCHEDULE “A”</u>	27

PURPOSE:

The purpose of this Agreement is:

- To promote and maintain harmonious relations between the employer and its employees.
- To define more clearly wages and conditions for employment.
- To provide an amicable method of settling grievances or differences, which may, from time to time, arise.
- To promote the mutual interest of the employer and its employees.
- To provide for the carrying on of the employer's business, under methods which will further, to the fullest extent possible, the safety and welfare of the employees, together with efficiency and economy of operations, and service to the customers.

PREAMBLE:

Recognizing common dependence of the employer and its employees upon the welfare of the business as a whole, and recognizing further that a relationship of good will and mutual respect between employer and employees can contribute greatly to the maintenance and increase of the welfare, the Parties to this contract have joined together in the following Agreement.

INTERPRETATION:

This Agreement applies solely to members of the Labourer's International Union of North America, Local 1115, engaged as Masonry, Fire Brick/Refractory, Stone Mason, Plasterers, Stucco and Pre-cast, tile and lock stone tenders in the construction of buildings, chimneys, stone fire places, stone and masonry walls, landscaping, etc. Also the transportation and hoisting (hand or power equipment) of masonry materials to all of the masonry trades.

ARTICLE 1 - STATEMENT OF PRINCIPLES

- 1.01 The employer and the Union agree that no rules, customs or practices shall be permitted to limit production or increase the time required to do this work, provided, however, that safety precautions are strictly observed at all times.

ARTICLE 2 - RECOGNITION

- 2.01 The employer agrees that the Labourers' International Union, Local 1115, is the sole bargaining agent for the Masonry Tenders in accordance with the interpretation in the area of Cape Breton Island, and the Union agrees that the Nova Scotia Construction Labour Relations Association is the sole bargaining agent for the employers party to this Agreement.

ARTICLE 3 - TERMINATION OF CONTRACT

- 3.01 If either of the contracting Parties desires to alter the terms of this Agreement at its expiration, three (3) months' notice shall be given prior to its expiration, and every effort shall be made to reach a settlement on or before June 30, 2011.
- 3.02 It is agreed between the employer and the Labourers' International Union, Local 1115, that this Agreement, upon signing, becomes effective. In witness whereof the contracting Parties have executed this Agreement the day and date first above written.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that all management rights and functions are retained by the employer, except as expressly abridged or modified by this Agreement. The rights of the employer in the exercise of its functions of management shall include, but are not limited to, the following:
- 4.02 The right to maintain order, discipline and efficiency.
- 4.03 The right to direct the working forces, plan and control operations, schedule and assign work to employees and establish company rules.
- 4.04 The right to hire, promote, demote, transfer, classify, re- classify, and layoff employees.
- 4.05 The right to determine the content of each job, and to discipline or discharge any employee for cause, however, that any discipline or discharge of any employee for cause shall be subject to the right of the employee to lodge a grievance in a manner and to the extent provided in this Agreement.

ARTICLE 5 - BUSINESS AGENT AND JOB STEWARDS

- 5.01 The Union shall, from time to time, advise the employer in writing of the name (s) of its current Business Agent(s).
- 5.02 The Business Agent and/or International Representative shall have access to the job sites in the performance of his duties in servicing this Agreement, provided he has notified the employer's Superintendent and/or Project Manager. The Business Agent and/or International Representative shall not interfere in any way with the progress of the work.
- 5.03 The Union may appoint a Job Steward from the employees regularly working on the job, and such Job Steward shall be recognized by the employer as representative of the Union on such jobs. It is specifically agreed that the Job Steward will not absent himself from regular duties for the purpose of Union business without first obtaining permission. The Union will notify the employer in writing, of the name of the Job Steward appointed.
- 5.04 It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job.
- 5.05 Subject to all other terms and conditions of this Agreement, the Shop Steward shall be second to the last man remaining on the job or shop. Should work that the Steward is qualified for be phased out, the Steward may be laid off after the employer has notified the Union.
- 5.06 The Union is to be notified if the Shop Steward is to be laid off.
- 5.07 The Shop Steward shall work on the job at all times when members of his Union are working on the job site. If the Shop Steward is unable to work, he or his Business Agent shall appoint an alternate Steward.
- 5.08 A Steward will normally remain on a job, however, should his skills be required on another site, he may be transferred with notification to the Union.

ARTICLE 6 - FOREMEN

- 6.01 All Foremen shall be members of the Union.
- 6.02 When nine (9) Tenders are employed, there will be eight (8) Tenders and one (1) working Foreman. When the tenth (10th) Tender is hired, the Foreman will not work.
- 6.03 When the work force is less than nine (9) Tenders, Tenders will receive instructions from the Project Superintendent.

ARTICLE 7 - UNION SECURITY

- 7.01 The employer agrees to employ as Masonry Tenders in accordance with the interpretation, only members of Local 1115 to perform the stipulated classifications.
- 7.02 Hiring on site shall be on a ratio of one for one basis (1:1). The 1:1 ratio shall commence from the Union office. The odd man shall be requested from the Union office.
- 7.03 Employers hiring on site, and failing to notify the Union office for clearance of the person to be hired, any suspended member shall be subject to Article 21 of the signed Collective Agreement.
- 7.04 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 thirty (30) working days of termination, and such men may be supplied at the sole discretion of the Business Agent or his authorized representative.
- 7.05 The Union agrees that no discrimination shall be shown against any non-working Foreman, and that he shall be saved harmless from any disciplinary action for any activity performed in the scope of his management duties and responsibility.
- 7.06 Employers shall not transfer or loan employees to other contractors either on or off the job site.

ARTICLE 8 - SUB-CONTRACTS

- 8.01 The employer agrees that it will not sub-contract work to any contractor who is not under the Collective Agreement with the appropriate signatory Building Trades Council Union, excluding speciality contracts not normally performed by the above Trades Council Union.

ARTICLE 9 - HOURS OF WORK AND OVERTIME**A. *Regular Hours:***

- 9.01 The regular hours of work shall be 8:00 a.m. to 4:30 p.m. with one half hour (1/2) for lunch, Monday to Friday inclusive, for a forty (40) hour week.

B. Premium Rate for Shift Work:

When management requires two (2) or more shifts within the twenty-four (24) hours, the following work schedule will apply:

- 9.02 Four (4) hours work with one half (1/2) hour for lunch, and three (3) hours worked after lunch will require eight (8) hours pay at the regular hourly rate.
- 9.03 All hours worked over seven (7) hours per day by the second and third crews on shift work shall be paid as time and one half (1 1/2x) of the regular hourly rate.
- 9.04 This schedule is to apply to shifts when worked for more than ten (10) consecutive work days.

C. Overtime:

- 9.05 Minimum overtime worked shall be one (1) hour at the overtime rate.
- 9.06 The first three (3) hours of overtime in any one (1) week period Monday through Friday shall be paid for as time and one half (1 1/2x). All additional overtime hours shall be paid for as double time (2x).
- 9.07 All hours worked from 12:00 a.m. to 8:00 a.m. except shift work, shall be paid as double time (2x).
- 9.08 When mortar, stucco and plaster mixers, etc. are requested to commence mixing before 8:00 a.m., all time worked in excess of fifteen (15) minutes shall be considered as overtime and subject to Article 9. When mixing functions cease for the shift, mixers shall not be compelled to perform any work other than work pertaining to mixer functions only.

D. Overtime and Lunches:

- 9.09 An employee held out on overtime shall not be denied his next normal shift, should he desire to work that shift.
- 9.10 If it is estimated that the overtime hours are more than two (2) hours, a hot supper will be provided at the end of the regular shift and a hot meal every four (4) hours thereafter while working. The meal is to be taken on company time. If the above suppers are not supplied, the employee shall receive one (1) hour's pay extra.

E. Overtime Premiums:

- 9.11 All premiums, differentials shall be included when double time (2x) is being calculated.

F. Weekends, Holidays:

- 9.12 Masonry Tender required to work by management on Sundays, Saturdays, or designated holidays shall be paid at double (2x) the regular hourly rate on these shifts.
- 9.13 Overtime hours on Saturdays, Sundays or designated holidays are to be paid as time and one half (1½x) of this double time (2x) rate.
- 9.14 All overtime hours worked on contract holidays will be paid as time and one half (1½x) of the double time (2x).
- 9.15 The practice of banking overtime hours shall not be permitted.
- 9.16 The employers shall notify the Union when overtime hours are contemplated (name of project), excluding Article 31 and make-up time, after 4:30 p.m. and Saturdays and Sundays.

ARTICLE 10 - CALL-OUT MINIMUM

- 10.01 If an employee is called out by management to work after 8:00 a.m. on a normal work day (Monday to Friday) or on a Saturday, Sunday or contract holiday, he shall receive a minimum of two (2) hours' pay. The provisions of Article 27 of this Agreement shall apply.
- 10.02 If he works more than two (2) hours, he will receive four (4) hours pay.
- 10.03 If he works more than four (4) hours, he shall receive eight (8) hours pay.
- 10.04 Overtime hours are to be paid as time and one half (1½x) the double time (2x).
- 10.05 When Masonry Tenders or members of Local 1115 are requested by management through the Union office on normal work days, 8:00 a.m. to 4:30 p.m., Monday through Friday, regardless of the time the manpower order was placed, they shall receive eight (8) hours at the Masonry Tenders hourly rate.

ARTICLE 11 - EXTRA WORK

- 11.01 No member of this Union who is regularly employed shall sell his services outside working hours.
- 11.02 Any member of this Union or Association found breaking the terms of this Agreement shall be dealt with according to the Constitution of the Union or Association.

ARTICLE 12 - REPORTING TIME

- 12.01 When an employee reports to his regular job or warehouse and is unable to go to work for any reason other than inclement weather (rain, snow, etc.), or the result thereof, he shall be paid two (2) hours for reporting. If requested to stay, he shall be paid waiting time at the regular rate. Should the employer determine that weather conditions are such that work will not proceed, then the employee will be advised to leave or stay at the commencement of the shift.

ARTICLE 13 - TRAVEL ALLOWANCE

- 13.01 There shall be a radius of sixty-four (64) kilometres designated as a Free Zone encompassing Construction Projects on Cape Breton Island. Travel allowance will not apply to employees travelling and working within the designated Free Zone of sixty-four (64) kilometres.
- 13.02 Employees residing sixty-four (64) kilometres to eighty (80) kilometres shall receive a travel allowance of thirteen dollars (\$13.00) per day worked. Employees residing eighty (80) kilometres and beyond shall receive a board allowance of:

		July 1, 2008	July 1, 2009	July 1, 2010
<u>Commercial</u>	5 X 8	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
	4 X 10	<u>\$93.75</u>	<u>\$100.00</u>	<u>\$106.25</u>
<u>Industrial</u>	5 X 8	<u>\$80.00</u>	<u>\$85.00</u>	<u>\$90.00</u>
	4 X 10	<u>\$100.00</u>	<u>\$106.25</u>	<u>\$112.50</u>

- 13.03 Alternately, when an employee is required by the employer to travel overnight or for any length of time, adequate room and board, authorized by the employer, shall be paid for by the employer.

For Board on an Industrial Project, see Article 35.03.

- 13.04 Travel during working hours shall be provided or paid for by the employer, or, where an employee uses his own vehicle at the employer's request, he shall be paid mileage allowance of fifty-two cents (\$0.52) per kilometre, return.
- 13.05 When transportation is provided through the employer's vehicle, the employee shall be covered by the provisions of the Workmen's Compensation Act.

Transfers:

- 13.06 When an employer transfers Masonry Tenders from one (1) job to another during working hours, the transportation charges and the time during transit (at the prevailing rate of wages) shall be paid by the employer.
- 13.07 No employee shall be compelled to use his own personal car to transport employees, material or equipment.

ARTICLE 14 - COFFEE BREAK AND CLEAN-UP***Coffee Break:***

- 14.01 The employer will grant a coffee break not exceeding ten (10) minutes each in the morning and once in the afternoon of each working day. Ten (10) minutes is the maximum lost time from work on each coffee break.

Clean-Up Period:

- 14.02 The employer agrees that Masonry Tenders, etc. shall have a clean-up period of five (5) minutes to put away gear, etc.

ARTICLE 15 - SAFETY

- 15.01 The employer agrees to adopt the Occupational Health & Safety Act.
- 15.02 The employer agrees to keep all tools sharp and in working condition.
- 15.03 Safety glasses will be supplied by the employer, when required.
- 15.04 An employee who has been injured on the job and who requires medical attention will be paid for the full day at the regular rate providing that a medical report is provided which states that the employee is unable to work.
- 15.05 When required to work under conditions where rain gear and rubber boots are needed, they will be provided to the employees for use at the job site. Such apparel is to remain the property of the employer and is not to be removed from the job site.

ARTICLE 16 - SANITATION

- 16.01 The employer shall provide sanitary drinking facilities on all jobs (ice provided in summer). Dispensable paper cups are to be provided.

ARTICLE 17 - SICKNESS

- 17.01 An employee may be granted a leave of absence, without pay, by the company, for periods not exceeding two (2) weeks, if work permits, and the reasons for such leave of absence are valid.
- 17.02 If an employee asks for a leave of absence for longer than two (2) weeks, such leave will be granted without pay if the reason for such leave is valid.
- 17.03 In case of sickness, any employee who is known to be ill, supported by a doctor's certificate, will be granted sick leave without pay not to exceed three (3) months. If the illness continues beyond three (3) months, sick leave may be granted for an additional three (3) months or fractions thereof on approval of the company.

ARTICLE 18 - TOOLS AND ACCOMMODATIONS

- 18.01 All tools to be supplied by the employer. The eating quarters are to be kept clean, of sufficient size to eat lunch, change clothing and heated in season. At no time are tools or materials to be stored in these quarters. It is recognized by the Union and Management that if the entire work force employed on one (1) project does not exceed six (6) men, then common quarters may be used by trades and masonry tenders.
- 18.02 On projects of short duration, the Union agrees that when less than four (4) Masonry Helpers are employed, the employer shall not be compelled to provide lunch and toilet facilities.

ARTICLE 19 - UNION DUES

- 19.01 The employer agrees that upon receipt of an authorization card signed by the employees, to deduct current union dues, arrears, and initiation fees from the wages of the employee each week and to send the monies monthly to the Union, together with a list of names and social insurance numbers and amounts paid by each employee.
- 19.02 Initiation fees shall be deducted over a four (4) week period.
- 19.03 Any employee who refuses or neglects to sign the provided form or who revokes the authorization or who resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated. There shall be no financial liability on the part of the company under this Article, except to the Union for actual sums deducted.
- 19.04 The Union shall have the right to alter their dues structure, providing that the structure is not changed more than once in any twelve (12) month period and the employer receives from the Union two (2) months notice prior to any change taking effect.

ARTICLE 19A -CONSOLIDATED FUND:

19A.01The parties agree to a Consolidated Fund (compromising portions for Industry Improvement, Stabilization, the Nova Scotia Construction Sector Council and Techsploration) as follows.

19A.02During the term of this Collective Agreement, before the fifteenth (15th) day of each and every month during the said term, each employer shall supply and file such information as may reasonably be required by the Administrator, designated by the parties to be the Administrator, and included in such information for each single trade shall be the name of each employee, the Social Insurance Number of each employee and a schedule of total man hours paid during the previous calendar month by Union members in its employ together with a cheque in the amount as set forth in 19A.04 of this Article.

19A.03The Consolidated Fund will be administered by a person designated as Administrator by the Cape Breton Island Building and Construction Trades Council and the employer contribution to this Consolidated Fund will be forwarded to the Administrator along with other identifying information requested by the Administrator to:

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

19A.04(a) Each employer bound by this Collective Agreement agrees to contribute to the Consolidated Fund, for each hour paid:

- 1. Cape Breton Island Building Trades Council \$0.18
- 2. Nova Scotia Construction Labour Relations Association \$0.14 +HST
- 3. Council Wide Stabilization Fund \$0.30
- 4. Nova Scotia Construction Sector Council..... \$0.06
- 5. Techsploration \$0.04

Total contribution for each hour paid..... \$0.72 + HST to item 2 only.

(b) Should the CLRA and Council desire to increase the contribution provisions of the Consolidated Fund as set forth in paragraph (a), the parties agree that such increase in contribution shall be implemented if so desired provided that the Cape Breton Island Building & Construction Trades Council receives thirty (30) days notice of such amendment.

(c) Each employer must forward to the Administrator, along with the Consolidated Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade (ie.: Carpenters hours, Electricians hours, etc.).

19A.05The Consolidated Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement.

19A.06The parties hereto agree that either party pursuant to the Collective Agreement establishing the Consolidated Fund, shall have the authority to utilize the arbitration procedure 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 contributions, damages and all related costs.

19A.07No grievance instituted by either party 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 of timelines.

19A.08 In the event any one of the funds in Article 19A.04 (a) are wound up the following subdivision shall apply:

1. Cape Breton Island Building Trades Council portion of the Consolidated Fund shall be reduced by eighteen cents (\$0.18) per hour paid and shall be added to the wage package.
2. Nova Scotia Construction Labour Relations Association portion of the Consolidated Fund shall be reduced by fourteen cents (\$0.14) per hour paid.
3. Council Wide Stabilization Fund portion of the Consolidated Fund shall be reduced by thirty cents (\$0.30) per hour paid, of which fifteen cents (\$0.15) shall be added to the wage package.
4. Nova Scotia Construction Sector Council portion of the Consolidated Fund shall be reduced by six cents (\$0.06) per hour paid, of which three cents (\$0.03) shall be added to the wage package.
5. The Techsploration portion of the Consolidated Fund shall be reduced by four cents (\$0.04) per hour paid, of which two cents (\$0.02) shall be added to the wage package.

19A.09 Council Wide Stabilization Fund

The employer shall remit thirty cents (\$0.30) per hour for each hour paid per employee as part of the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council

238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

This thirty cents (\$0.30) is made up of equal fifteen cents (\$0.15) contributions from the employer and the employee, and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

19A.10 Nova Scotia Construction Sector Council

The employer shall remit six cents (\$0.06) per hour for each hour paid per employee as part of the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council

238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

This six cents (\$0.06) is made up of equal three cents (\$0.03) contributions from the employer and the employee, and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

19A.11 Techsploration Fund

The employer shall remit four cents (\$0.04) per hour for each hour paid per employee as part of the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council

238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

This four cents (\$0.04) is made up of equal two cents (\$0.02) contributions from the employer and the employee, and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

ARTICLE 20 - DISCIPLINE

The company's normal procedure in disciplining an employee will be:

- 20.01 Warn the employee in writing (copy sent to the Union).
- 20.02 A repetition by the same employee automatically involves suspension; the length of the suspension is to be at the discretion of the management, but it is not to exceed two (2) weeks.
- 20.03 A further repetition automatically involves a discharge.

ARTICLE 21 - GRIEVANCE & ARBITRATION

Unless the parties otherwise agree, the provisions of Section 107 of the Trade Union Act shall apply.

ARTICLE 22 - TERMINATION OF EMPLOYMENT**A. *Layoffs and Severance Pay:***

22.01 Layoffs shall occur only at 4:30 p.m. Upon being laid off, each employee shall receive severance pay of two (2) hours at the regular hourly rate.

22.02 This clause does not include a temporary layoff of five (5) days or less. If not rehired within five (5) days, the employer must pay the two (2) hours' severance pay plus vacation pay.

B. *Notice of Layoff:*

22.03 Notice of layoff shall be given the employee at 4:30 p.m. Upon receiving notice, the employee shall be given two (2) additional hours' pay at the regular hourly rate as a severance pay (10 hours' pay for the day).

C. *Quitting:*

22.04 Any employee who quits his employment must give the employer two (2) hours' notice. When an employee quits without notice, the Union agrees that the employer dock his pay two (2) hours.

D. *Final Wages, Unemployment Insurance & Vacation Pay:*

22.05 On termination, Masonry Tenders, etc. employed by a local Contractor whose head office is located within Cape Breton shall receive their wages, unemployment insurance book and vacation pay, if necessary, within forty-eight (48) hours. Where Masonry Tenders are employed by a Contractor whose head office is located outside Cape Breton, wages, unemployment insurance books and vacation pay shall be sent by registered mail within five (5) working days of such termination. Failing this, the employer shall pay one (1) days pay for each day late, time as determined by the post office stamp.

22.06 When an employee quits, wages shall be paid on the next regular payday. Upon request, the employee shall receive his separation certificate and vacation pay within three (3) working days.

E. *Dismissal*

22.07 Dismissal for cause may occur at any time.

ARTICLE 23 - HOURLY RATES AND CLASSIFICATIONS

23.01 Hourly rates for Masonry Tender, Plaster and Stucco and Precast, etc.

COMMERCIAL

Effective Date	Rate
July 1, 2008.....	<u>\$24.61</u>
July 1, 2009.....	<u>\$25.07</u>
July 1, 2010.....	<u>\$25.53</u>

The above hourly rates shall apply to all work on Cape Breton Island defined as Commercial. In addition to the hourly rates, the employer shall pay the amounts as set out in the Benefit Plan, Article 30; Pension Plan, Article 31; Training Fund, Article 32 and the Consolidated Fund, Article 19A of this Agreement.

When Masonry Tenders are employed on projects defined as Industrial, the rate paid shall be:

INDUSTRIAL

Effective Date	Rate
July 1, 2008.....	<u>\$28.22</u>
July 1, 2009.....	<u>\$28.68</u>
July 1, 2010.....	<u>\$29.14</u>

Amendment #1 – July 1, 2009

Classifications:

23.02 If any employee is engaged to do work over which the Union has jurisdiction, but which work is not included in the appended classifications, the following schedule shall be amended by adding such classification at an agreed premium.

Foreman (Working)	\$0.90
Foreman (non-Working)	\$1.15
Mortar, Plaster & Stucco Mixers (hand mixing)	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot).....	\$1.00
Truck Operators	Masonry Tender Rates
Conveyors	Masonry Tender Rates
Forklift	Masonry Tender Rates
Heathers & Fueling.....	Masonry Tender Rates
Electric/Air Chipping Tools.....	Masonry Tender Rates
Swing Stage & Bosun Chair	\$0.20 Plus Height Premium when Applicable
Sandblasting (sand + water).....	Masonry Tender Rates
Signalman	Masonry Tender Rates
Bellman	Masonry Tender Rates
Lock stones	Masonry Tender Rates
Environmental Worker.....	Basic Rate

23.03 These classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

23.04 A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

ARTICLE 24 - MISCELLANEOUS

24.01 Employees, due to adverse weather conditions only, who lose time during normal scheduled hours of work (Monday through Friday) shall have the option to work Saturday at the regular hourly straight time rate of pay up to a total of forty (40) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a forty (40) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a forty (40) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

24.02 ***Washing Pre-cast and Brick-Ratio:***

When Masonry precast requires washing or cleaning, there shall be one (1) labourer employed for one (1) mason. Neoprene gloves to be supplied by the employer.

24.03 ***Leave of Absence:***

Leave of absence shall be granted Union personnel upon request when delegated to attend Union business, provided reasonable notice is given to the employer.

24.04 The transporting of all masonry materials including safety staging, planks, etc. from warehouse to projects and from projects to warehouse shall be performed by Masonry Tenders or members of L.I.U., Local 1115.

24.05 Masonry units weighing eighty-seven and one-half (87 1/2) pounds or over shall be handled by two (2) Masonry Tenders (pilaster blocks).

ARTICLE 25 - PAY DAY

25.01 The employer shall pay his employees weekly on the job or at the shop before quitting time Friday, and if paid by cheque, the same to be issued during banking hours and the Shop Steward to be permitted with pay to take the employees' cheques to the bank to be cashed. If paid at least twenty-four (24) hours previous to 4:30 p.m. Friday, the last part of this paragraph will not apply. All cheques must be payable at par. The employer shall give to the employees with each pay a statement showing the following:

1. The number of hours paid, both regular and overtime.
2. The rates per hour at which the calculation is made.
3. The gross amount of pay.
4. The net amount of pay.
5. The date of pay period covered.
6. The amount and nature of each deduction; vacation cheques to be made separately from weekly pay of termination cheque.
7. Overtime hours.

ARTICLE 26 - HEIGHT PAY

26.01 Employees required to work on scaffolds, structural steel, swinging stages, bosun chairs, towers, stacks or catwalks, shall receive height pay. The starting point shall be designated as "ground level". This section also applies to the interior of a building where there is work fifteen metres (15m) above a "free fall".

26.02

Schedule of Height Pay	Basic Masonry Tender Rates
0 – 14.99 metres.....	Basic Rate
15 – 17.99 metres.....	\$0.20
18 – 23.99 metres.....	\$0.40
24 – 30 metres.....	\$0.80

An additional forty cents (\$0.40) per hour for every six metres (6m) thereafter.

ARTICLE 27 - CONTRACT HOLIDAYS

27.01 The following holidays shall be contract holidays - paid:
Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday, Canada Day

- 27.02 Any employee on the payroll the week previous to any contract holiday and who works his last available workday shall be paid for the contract holiday at the regular hourly rate. Employees to be paid for contract holidays regardless of the date of the week (7 day) holidays fall on.
- 27.03 If called out to work on a contract holiday, he shall be paid at the rate of double time (2x) in addition to pay for the holiday.
- 27.04 During the period that this Agreement is in force, the following days shall be observed as contract holidays:

Calendar Year 2008	Day Falls On	Day Observed
Canada Day	Tuesday, July 1, 2008	Tuesday, July 1, 2008
Labour Day	Monday, September 1, 2008	Monday, September 1, 2008
Thanksgiving Day	Monday, October 13, 2008	Monday, October 13, 2008
Remembrance Day	Tuesday, November 11, 2008	Tuesday, November 11, 2008
Christmas Day	Thursday, December 25, 2008	Thursday, December 25, 2008
Boxing Day	Friday, December 26, 2008	Friday, December 26, 2008
Calendar Year 2009	Day Falls On	Day Observed
New Year's Day	Thursday, January 1, 2009	Thursday, January 1, 2009
Good Friday	Friday, April 10, 2009	Friday, April 10, 2009
Victoria Day	Monday, May 18, 2009	Monday, May 18, 2009
Canada Day	Wednesday, July 1, 2009	Wednesday, July 1, 2009
Labour Day	Monday, September 7, 2009	Monday, September 7, 2009
Thanksgiving Day	Monday, October 12, 2009	Monday, October 12, 2009
Remembrance Day	Wednesday, November 11, 2009	Wednesday, November 11, 2009
Christmas Day	Friday, December 25, 2009	Friday, December 25, 2009
Boxing Day	Saturday, December 26, 2009	<i>Monday, December 28, 2009</i>
Calendar Year 2010	Day Falls On	Day Observed
New Year's Day	Friday, January 1, 2010	Friday, January 1, 2010
Good Friday	Friday, April 2, 2010	Friday, April 2, 2010
Victoria Day	Monday, May 24, 2010	Monday, May 24, 2010
Canada Day	Thursday, July 1, 2010	Thursday, July 1, 2010
Labour Day	Monday, September 6, 2010	Monday, September 6, 2010
Thanksgiving Day	Monday, October 11, 2010	Monday, October 11, 2010
Remembrance Day	Thursday, November 11, 2010	Thursday, November 11, 2010
Christmas Day	Saturday, December 25, 2010	<i>Monday, December 27, 2010</i>
Boxing Day	Sunday, December 26, 2010	<i>Tuesday, December 28, 2010</i>
Calendar Year 2011	Day Falls On	Day Observed
New Year's Day	Saturday, January 1, 2011	<i>Monday, January 3, 2011</i>
Good Friday	Friday, April 22, 2011	Friday, April 22, 2011
Victoria Day	Monday, May 23, 2011	Monday, May 23, 2011

ARTICLE 28 - VACATION PAY

- 28.01 The employer shall pay vacation pay to the extent of nine percent (9%) of the employee's gross earnings. Payment of such vacation pay is to be made weekly.
- 28.02 The employer and the employee shall agree on the time when the employee will take his annual vacation.

ARTICLE 29 - NO STRIKES OR LOCKOUTS

- 29.01 There shall be no strikes or lockouts or other interference with production as defined in the Trade Union Act.

ARTICLE 30 - BENEFIT PLAN

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

- 30.01 The Trust Document under which the fund is controlled shall provide equal Trustees in number and power to be appointed by each of the Parties hereto.
- 30.02 The Benefit Plan shall be professionally administered.
- 30.03 Each employer shall sign a Participation Agreement as approved by the Trustees.
- 30.04 For Commercial Projects the employer shall make contributions at the rate of one dollar forty cents (\$1.40) and effective July 1, 2009 one dollar forty-five cents (\$1.45) and effective July 1, 2010 one dollar fifty cents (\$1.50) per hour for each hour worked.

For Industrial Projects the employer shall make contributions at the rate of one dollar seventy cents (\$1.70) and effective July 1, 2009 one dollar seventy-five cents (\$1.75) and effective July 1, 2010 one dollar eighty cents (\$1.80) per hour for each hour worked.

30.05

The Administrator
Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9

Phone: (902) 455-7277
Fax: (902) 454-5936

ARTICLE 31 - PENSION PLAN

- (a) The Administration of the Fund shall be:
- The Administrator**
Labourers' Pension Fund of Central and Eastern Canada
PO Box 40 - Station "Q"
Toronto, Ontario
M4T 1L0
- (b) It is agreed that the employer shall contribute and remit three dollars (\$3.00) and effective July 1, 2009 three dollars sixty-five cents (\$3.65) and effective July 1, 2010 four dollars thirty cents (\$4.30) per hour worked to the Administrator of the Pension Fund on or before the 10th day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.
- (c) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) For Pension purposes thirty (30) and out will apply.

Amendment #1 – July 1, 2009

ARTICLE 32 – LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS' – EMPLOYERS COOPERATION AND EDUCATION TRUST FUND

- 32.01 Employers and employees both recognize the need and benefits derived from education and training, cooperation and health and safety in our ever-changing industry. It is therefore imperative that programs be provided for members of Labourers' Union Local 1115 along with owners, part owners, senior management and middle management of firms employing Union members.
- 32.02 The Labourers Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the Parties to this Collective Agreement and Benefit Plan Administrators Limited.
- 32.03 The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Truusted with equal representatives from both Parties to this Agreement.
- 32.04 If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function then the contributing monies to that component shall be applied to the Welfare Plan.
- 32.05 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust 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.
- 32.06 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.
- 32.07 For Commercial, the employer shall remit one dollar seven cents (\$1.07) per hour paid, which includes twenty-two cents (0.22) per hour paid; and for Industrial, the employer shall remit one dollar thirteen cents (\$1.13) per hour paid, which includes twenty-eight cents (0.28) per hour paid; pursuant to the provisions of the Labourers' Training, Health & Safety and Labourers' -Employers Cooperation and Education Trust Fund per hours paid to:

Local Union 1115 Training and Trust Fund226 Townsend Street, 2nd Floor

Sydney, Nova Scotia

B1P 5E6

Thirty cents (\$0.30) of this fund is an employer contribution. The balance has been deducted from employee wages.

ARTICLE 33 - CAPE BRETON LABOURERS' DEVELOPMENT CO. LTD.

The employer shall deduct a total amount of twenty-five cents (\$0.25) per hour for each hour worked from the employee (including overtime hours). This deduction shall be forwarded monthly by the tenth (10th) day of the following month to:

Administrator
Cape Breton Labourers' Development Co. Ltd.
PO Box 1103
Sydney, Nova Scotia
B1P 6J7

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Development Co. Ltd.

ARTICLE 34 – ORGANIZING / STABILIZING FUND - LABOURERS LOCAL 1115

34.01 All employers bound by this Agreement shall contribute, for *Commercial* work, at the rate of eighty-two cents (\$0.82) and effective July 1, 2009 eighty-seven cents (\$0.87) and effective July 1, 2010 ninety-two cents (\$0.92) and for *Industrial* work, at the rate of one dollar fifty-five cents (\$1.55) and effective July 1, 2009 one dollar sixty cents (\$1.60) and effective July 1, 2010 one dollar sixty-five cents (\$1.65) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers Local 1115 Organizing/Stabilizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

34.02 Employers shall remit such contributions to the Labourers' Local 1115 Organizing/Stabilizing Fund along with a list of all Labourer employees and their Social Insurance Numbers, on or before the 15th day of the month to the following address:

Labourers Local 1115 Organizing/Stabilizing Fund
Attention: The Administrator
226 Townsend Street, 2nd Floor
Sydney, NS
B1P 5E6

34.03 In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

34.04 The purpose of the Organizing/Stabilizing Fund is to provide employers, upon application which has been approved in accordance with this Agreement, by representatives of the Union, with a subsidy for all hours paid by employees on cost-sensitive jobs.

34.05 The Fund may be discontinued by thirty (30) days notice from the Union, however, only after all financial arrangements are made to ensure enough monies are available to satisfy all subsidies which have been granted.

ARTICLE 35 - INDUSTRIAL WORK**35.01 *Industrial Definition:***

Industrial projects shall be defined as the initial construction or modernization of an Industrial Project such as listed in sub-paragraph (a), with a total Tender Value in excess of thirteen and one half million dollars (\$13,500,000.00) regardless of the individual contractor's tender value, regardless of whether the Owner or their Consultant/Management decided to call Tenders for their respective Industrial Projects in phases and the Dollar Tender Value of phasing is maintained at thirteen and one half million dollars (\$13,500,000.00) or less.

- (a) Oil Refineries
- Pulp & Paper Mills
- Chemical Plants
- Manufacturing Plants, Processing Plants, Assembling Plants
- Rubber Plants (such as Michelin)
- Deep Sea Ports or Docks
- Steel Mills
- Basic Metal Producing Facilities
- Power Plants (all types)
- Heavy Equipment Manufacturing
- Ore Reduction Plants
- Construction on Mine Site
- Cement Plants
- Industrial Transportation Centres
- Construction of Shipyards
- Coal Liquefaction Projects
- Syn-Fuels Projects
- Coal-Water (Carbogel) Fuel Projects
- Fluidization Projects
- Gas Projects
- Wharves constructed as part of an ongoing Industrial Project

The CLRA or the Union shall be entitled to call a joint meeting of the Parties to clarify the classification of any job as industrial or commercial prior to tender closing.

All shut-down work shall be performed under the terms and conditions of the Industrial Agreement. A shut-down is defined as all major mechanical maintenance on processing equipment performed on a site or facility constructed under the Industrial Agreement.

All work on an existing Industrial facility or facilities as listed above will be carried out under the terms and conditions of the Industrial Agreement.

35.02 Supervisor – Industrial Work:

Foreman Premium.....a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance

General Foreman.....Rate to be determined between General Foreman and employer

From 3 to 6 employees.....1 working Foreman

From 7 to 10 employees.....1 non-working Foreman

One of the first three (3) employees will be a working Foreman. When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foreman....1 General Foreman

35.03 Transfers - Industrial Work:

Employees transferred from Commercial/Masonry Projects to Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00) shall be on a one (1) for one (1) ratio, maximum three (3). The ratio shall commence from the Union Office. Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00) of short duration, (maximum of one (1) week) requiring one (1) or two (2) Labourers, employers shall have the right to transfer the first Labourer employee, the second Labourer employee shall be on referral from the Union Office.

On layoff the ratio shall reverse.

It is also agreed that the Labour Foreman, in accordance with Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00) shall be on referral from the Union Office.

To be eligible to transfer to Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000), Labourers shall be employed on Commercial/Masonry Projects at the time of transfer for a period of thirty (30) working days, (excluding warehouse and materials storage areas).

Failure by an employer to comply with the above shall be subject to Article 21 - Grievance.

When Board is payable on an Industrial Project it shall be as follows:

	July 1, 2008	July 1, 2009	July 1, 2010
5 X 8	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
4 X 10	<u>\$93.75</u>	<u>\$100.00</u>	<u>\$106.25</u>

ARTICLE 36 - APPLICATION OF AGREEMENT

36.01 In order to maximize employment opportunities through increased competitiveness for unionized Masonry Contractors and Masonry Labourers, it is agreed that the employer and employees affected may agree on provisions relating to hours of work, and travel arrangements different from those set out herein for residential and work of a commercial nature which is awarded without tender.

ARTICLE 37 - SIGNATORIES

37.01 Signed on behalf of the Parties to this Agreement, this 19th day of September, 2008.

SIGNATORIES

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS ASSOCIATION
LIMITED**

**LABOURERS INTERNATIONAL
UNION OF NORTH AMERICA,
LOCAL UNION 1115**

ALLAN STAPLETON

DOUGLAS SERROUL

GREIG MACLEOD

TROY COLBURN

WITNESS

APPENDIX “A”**COMMERCIAL:**

COMMERCIAL								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	<u>Consol. Fund</u>	Total Pkg
July 1, 2008	<u>\$24.61</u>	<u>\$2.22</u>	\$1.40	<u>\$3.00</u>	<u>\$1.07</u>	<u>\$0.82</u>	<u>\$0.72</u>	<u>\$33.84</u>
July 1, 2009 *	<u>\$25.07</u>	<u>\$2.26</u>	<u>\$1.45</u>	<u>\$3.65</u>	\$1.07	<u>\$0.87</u>	\$0.72	<u>\$35.09</u>
July 1, 2010 *	<u>\$25.53</u>	<u>\$2.30</u>	<u>\$1.50</u>	<u>\$4.30</u>	\$1.07	<u>\$0.92</u>	\$0.72	<u>\$36.34</u>

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

INDUSTRIAL:

INDUSTRIAL								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	<u>Consol. Fund</u>	Total Pkg
July 1, 2008	<u>\$28.22</u>	<u>\$2.54</u>	\$1.70	<u>\$3.00</u>	<u>\$1.13</u>	<u>\$1.55</u>	<u>\$0.72</u>	<u>\$38.86</u>
July 1, 2009 *	<u>\$28.68</u>	<u>\$2.58</u>	<u>\$1.75</u>	<u>\$3.65</u>	\$1.13	<u>\$1.60</u>	\$0.72	<u>\$40.11</u>
July 1, 2010 *	<u>\$29.14</u>	<u>\$2.62</u>	<u>\$1.80</u>	<u>\$4.30</u>	\$1.13	<u>\$1.65</u>	\$0.72	<u>\$41.36</u>

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

Amendment #1 – July 1, 2009

SCHEDULE “A”
ADMINISTRATION AGREEMENT

The parties hereto agree with respect to the Cape Breton Island Industrial Projects Collective Agreements 2008-2011 and the Cape Breton Island Commercial Projects Collective Agreement 2008-2011, that the Consolidated Fund therein shall be administered as follows:

1. The Consolidated Fund shall be administered by a person designated by the Council as Administrator and the Council shall inform the CLRA of the name of the person designated as Administrator.
2. After the deduction of a three percent (3%) administration fee, the monies collected pursuant to the provisions of the above-noted collective agreements shall be divided as follows:

<u>\$0.18</u>	<u>Cape Breton Island Building Trades Council</u>
<u>\$0.14</u>	<u>Nova Scotia Construction Labour Relations Association</u>
<u>\$0.30</u>	<u>Council Wide Stabilization Fund</u>
<u>\$0.06</u>	<u>Nova Scotia Construction Sector Council</u>
<u>\$0.04</u>	<u>Techsploration Fund</u>

The Administrator shall forward to each of the Council Wide Stabilization Fund, the Cape Breton Island Building & Construction Trades Council, the Nova Scotia Construction Labour Relations Association and the Nova Scotia Construction Sector Council on the fifteenth (15th) day of every month.

All monies should be returned to the contributing party, in the event the Consolidated Fund, or a portion of it, is terminated.

<u>i.e. to employee</u>	<u>\$0.18</u>	<u>Cape Breton Island Building Trades Council</u>
	<u>\$0.15</u>	<u>Council Wide Stabilization Fund</u>
	<u>\$0.03</u>	<u>Nova Scotia Construction Sector Council</u>
	<u>\$0.02</u>	<u>Techsploration</u>
	<u>\$0.38</u>	<u>Total</u>
<hr/>		
<u>to employer</u>	<u>\$0.14</u>	<u>Nova Scotia Construction Labour Relations Association</u>
	<u>\$0.15</u>	<u>Council Wide Stabilization Fund</u>
	<u>\$0.03</u>	<u>Nova Scotia Construction Sector Council</u>
	<u>\$0.02</u>	<u>Techsploration</u>
	<u>\$0.34</u>	<u>Total</u>