

**ROOFERS COLLECTIVE AGREEMENT  
MAINLAND NOVA SCOTIA  
2009 - 2012**

**BETWEEN:**

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter called the "CLRA")

260 Brownlow Avenue, Unit No. 1  
Dartmouth, NS B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705

**- AND -**

**BUILT-UP ROOFERS', DAMP & WATERPROOFERS' SECTION OF THE  
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 19th day of October, 2009.

**EFFECTIVE DATE:** August 1, 2009  
**EXPIRATION DATE:** April 30, 2012

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## ARTICLE 1 - PURPOSE

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

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## ARTICLE 2 - RECOGNITION

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- 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. L.R.B. No. 428, dated April 5, 1977, for those Locals which are Provincial, and L.R.B. 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; 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.
- 2.05 If the employer finds that he is unable to compete under the terms of this Agreement, then it is agreed that the employer and Union affected may agree on different provisions and rates as set out herein so as to increase the competitive position of the unionized employers.

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**ARTICLE 3 - UNION SECURITY**

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- 3.01 The employer shall employ roofers who are competent and qualified and who are members of the Union, and Pre-Apprentice Roofers as defined in Craft Schedule "A" as required by the employer. The employer shall notify the Union of the Pre-Apprentice Roofer's name, address, phone number and S.I.N. upon hiring.
- 3.02 All unionized Roofer 409 employers bound by this Agreement shall employ at least one (1) Sheet Metal Worker or a Sheet Metal Apprentice from Local 409 to perform such Sheet Metal work associated with roofing in a manner that is consistent with the individual employers' past construction practice in the roofing industry.
- 3.03 The employer may recall 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 four (4) months of termination. An additional thirty (30) working days of recall will be allowed for each six (6) months of previous employment to a maximum of one (1) year recall.
- 3.04 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.
- 3.05 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.
- 3.06 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.
- 3.07 Upon hiring, the employer agrees to deduct weekly the amount certified by the Union as Dues.
- 3.08 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.

- 3.09 The amounts so deducted shall be remitted by the employer to the Union at the address on file within ten (10) days of the month following, together with a list of all employees and Social Insurance numbers on whose behalf such deductions have been made.
- 3.10 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in this Agreement.
- 3.11 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 3.12 It is agreed that the employer has the right to transfer employees.

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#### **ARTICLE 4 - STEWARDS**

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- 4.01 The Business Agent or Business Manager may appoint Job/Shop Stewards from the employer's work force. 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 Steward and one 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.

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**ARTICLE 5 - MANAGEMENT RIGHTS**

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- 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.

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**ARTICLE 6 - NORMAL HOURS OF WORK**

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- 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 8:00 a.m. and 4:30 p.m.
- 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 time and/or lunch period may be changed by mutual agreement of the Parties hereto.
- 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 in 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.

**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 five (5) days, exclusive of Saturday, Sunday and designated holidays or his next scheduled pay period. 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 The first two (2) hours of work after regular working hours and work performed on Saturday shall be paid for at the straight time rate of pay.
- 8.02 Work performed on Sundays and designated holidays shall be paid for at one and one-half (1½x) times the straight rate of pay.
- 8.03 Employees who are required to work in excess of two (2) hours unscheduled overtime 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.

**Meal Allowance**

<u>August 1, 2009</u> .....	<u>sixteen dollars (\$16.00)</u>
<u>May 1, 2010</u> .....	<u>eighteen dollars (\$18.00)</u>
<u>May 1, 2011</u> .....	<u>twenty dollars (\$20.00)</u>

- 8.04 The employer will distribute overtime fairly among available, qualified employees, where practical.
- 8.05 Employees who have missed time during the normal scheduled hours, Monday through Friday, will, by mutual agreement between employer and employee, work extra hours of work including Saturday, at the regular straight time rate of pay.
- 8.06 There shall be no disciplinary action taken by the employer against the employee in the event that the employee does not agree to work make-up hours under Article 8.05.

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### ARTICLE 9 - SHIFT WORK

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- 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 two (2) consecutive week days, excluding Saturdays, Sundays and designated holidays. (The above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours.)
- 9.02 When it is necessary to work two (2) or more shifts of work within twenty-four (24) hours, work performed between the hours of 5:00 p.m. and 8:00 a.m. shall be paid for at a rate of eight (8) hours pay for seven (7) hours work.
- 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.
- 9.05 In the event that an employer finds that due to owner's stipulations, work cannot be performed during the normal working hours, the employee shall perform the work during the required time at a straight time rate of pay.

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**ARTICLE 10 - WAGES**

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- 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 "A". This Craft Schedule "A" is attached hereto and is hereby made part of this Collective Agreement.

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**ARTICLE 11 - PAY PERIODS**

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- 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 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 Should employee's pay not be distributed as set out herein, the employee shall immediately notify the employer.
- 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. Monday through Friday.
- 11.05 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.

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**ARTICLE 12 - REPORTING TIME**

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- 12.01 When an employee is definitely hired by a qualified representative of the employer and reports to the job site for work at the time specified and then is refused work for reasons other than inclement weather, he shall receive not less than two (2) hours pay at the rate of the job for which he was hired.
- 12.02 When an employee reports to his regular job and is not permitted to go to work for any other reasons or cause than inclemency of the weather or by acts of God or the results thereof, he shall be entitled to two (2) hours pay for reporting.
- 12.03 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.
- 12.04 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.
- 12.05 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.

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**ARTICLE 13 - VACATION AND HOLIDAY ALLOWANCE**

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- 13.01 A vacation and holiday allowance shall be paid to each workman in lieu of paid vacation and holidays at a rate of eight percent (8%) of the total hourly wages. Such allowance to be paid weekly.

**ARTICLE 14 - TRAVEL, ROOM AND BOARD**

14.01 There shall be a free zone for employees working within a forty-five (45) 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 No travel allowance will be paid until an employee has travelled a distance of over forty-five (45) kilometres from either (A) or (B) to the job site:

- A. The employee’s principal place of residence
- B. The employer’s permanent place of business

All travel to the jobsite shall be by the shortest normally travelled route. Daily travel allowance shall not exceed the daily room & board allowance. The travel allowance for employees travelling over forty-five (45) kilometres shall be:

**Travel Allowance**

August 1, 2009 .....\$0.52 per kilometre

It is agreed this figure shall be adjusted as per CRA figures for the life of this agreement.

14.03 The employer has the option to provide adequate transportation or pay the travel allowance set forth in Article 14.02 to entitled employees.

Employees who travel to the jobsite in the employer’s vehicle shall be paid after an employee has travelled a distance of over seventy-five (75) kilometres from the employer’s place of business or from the location where the employee commences travel in the employer’s vehicle to the job site by the shortest available Department of Transportation maintained normal travelled route. An employee shall be paid the employee’s straight time rate of pay for all time travelled by the employee beyond a distance of seventy-five (75) kilometres.

Employees selected by the employer to drive the employer’s vehicle to the jobsite shall be paid at the employee’s hourly straight time rate of pay.

14.04 On jobs where room and board allowance is applicable time spent in authorized travelling outside the regular hours of work shall be paid at the employee's straight time rate of pay. Payment will be for the initial trip in and return trip provided the employee remains on the job for one month or the duration of the job.

14.05 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.

14.06 When an employee travels to an area where he is required to stay overnight by the employer he shall, at the employer's discretion, be provided with adequate room and board or with a room and board allowance for the days worked and shall be paid as per Article 14.09. In the event that the employer elects to pay for the room and to give a daily meal allowance, the meal allowance shall be:

<u>August 1, 2009</u> .....	<u>thirty-eight dollars (\$38.00) per day</u>
<u>May 1, 2010</u> .....	<u>forty dollars (\$40.00) per day</u>
<u>May 1, 2011</u> .....	<u>forty-two dollars (\$42.00) per day</u>

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

14.08 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 14.09.

14.09 **Room and Board Allowance**

For all projects:

<u>August 1, 2009</u> .....	<u>ninety dollars (\$90.00) per day scheduled work</u>
<u>May 1, 2010</u> .....	<u>ninety-five dollars (\$95.00) per day scheduled work</u>
<u>May 1, 2011</u> .....	<u>one hundred dollars (\$100.00) per day scheduled work</u>

14.10 All payments made to Union employees under Article 14 shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made 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.

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**ARTICLE 15 - GRIEVANCE PROCEDURE (UNION GRIEVANCE)**

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**15.01 Any matter relating to or involving:**

- (A) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement;
- (B) A violation or an allegation of a violation of the Collective Agreement;
- (C) Working conditions; or
- (D) A question whether a matter is arbitrable may be the subject of a grievance.

**15.02 Procedure:**

- (1) Any such matter constituting a grievance must be filed in writing with the employer within seven (7) working days, excluding Saturday, Sunday and designated holidays of the occurrence of the event giving rise to the grievance. If such grievance is not filed within this period it shall be considered settled.
- (2) The grievance must be filed and discussed with the employer's Labour Relations Officer or his Representative on the project.
- (3) 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.
- (4) Failing settlement with the Labour Relations Officer or his Representative on the project, 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.

## **ARTICLE 16 - GRIEVANCE PROCEDURE (MANAGEMENT GRIEVANCE)**

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### **16.01 Any matter relating to or involving:**

- (A) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement;
- (B) A violation or an allegation of a violation of the Collective Agreement;
- (C) Working conditions;
- (D) A grievance concerning health or safety shall be referred directly to the employer and to the Business Manager; or
- (E) A question whether a matter is arbitrable may be the subject of a grievance.

### **16.02 Procedure:**

- (1) Any such matter constituting a grievance must be filed in writing with the Business Manager within seven (7) working days of the occurrence of the event giving rise to the grievance. If such grievance is not filed in writing within this period it shall be considered solved.
- (2) The grievance must be filed in writing and discussed with the Business Manager or Union Representative on the job site.
- (3) 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.
- (4) 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.

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**ARTICLE 17 - ARBITRATION**

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- 17.01 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.
- 17.02 The decision of the Arbitrator is to be complied with within fifteen (15) days of receipt by the Parties.

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**ARTICLE 18 - JURISDICTIONAL DISPUTES**

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- 18.01 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 Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rules and Regulations. 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.
- 18.02 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 Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rules and Regulations 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 52 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

## ARTICLE 19 - SAFETY AND HEALTH

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- 19.01 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.
- 19.02 Employees shall not be required to work with unsafe equipment and conditions.
- 19.03 Safety hats must be worn only as required.
- 19.04 Adequate toilet facilities, fresh drinking water, (ice when available) and paper cups will be provided by the employer.
- 19.05 Fresh drinking water, tool sheds and lunch rooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for a site.
- 19.06 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.
- 19.07 The employer shall provide the following items or equipment when working conditions require their use:
- (a) Safety Glasses,
  - (b) Hard Hats,
  - (c) Gloves - worn gloves to be returned to the employer upon the employer's request.

Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.

- 19.08 It is the responsibility of the roofing foreman to maintain a complete set of tools as supplied by the employer and he shall sign for and be financially responsible for them until returned to the employer and a signed card returned to him. Tools, materials and equipment can be loaded or unloaded during a strike and necessary arrangements made for the protection thereof.

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## ARTICLE 20 - ACCESS TO THE JOB SITE

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- 20.01 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.
- 20.02 Notification for access will be made with the employer's representative on the job.
- 20.03 Conduct on the job site will be subject to the general regulations of the employer.

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## ARTICLE 21 - MAJOR INDUSTRIAL PROJECTS

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- 21.01 Major projects shall be defined as the initial construction or major expansion exceeding the Total Tender Amount of fifty million dollars (\$50,000,000.00) on the following:
1. heavy water plants
  2. oil refineries
  3. pulp mills
  4. petro-chemical plants
  5. automobile manufacturing plants
  6. rubber plants (such as Michelin)
  7. steel mills
  8. basic metal producing facilities
  9. power projects
- 21.02 The Parties to this Agreement recognize that major projects will require agreement on special conditions that may arise at a particular location.
- 21.03 **WORKING CONDITIONS FOR MAJOR INDUSTRIAL PROJECTS WORK AS DEFINED IN ARTICLE 21.01:**  
When overtime is worked, the first two (2) hours of overtime, Monday to Friday inclusive, shall be paid for at one and one half times (1 ½ x) the prevailing rate. Thereafter, double time (2 x) shall be paid for all overtime hours including all hours worked on Saturday, Sundays and Holidays. Overtime pay is not applicable to make-up hours as defined in Article 8.05 when a holiday falls during the workweek, overtime shall be calculated after thirty two (32) hours for that week. When two Designated Holidays fall within the same week, then overtime shall be calculated after twenty-four (24) hours for that week.

## ARTICLE 22 - NO STRIKE - NO LOCKOUT

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- 22.01 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.
- 22.02 Participation by an employee, or group of employees, in an act violating the above provision will be cause for disciplinary action.
- 22.03 The employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

## ARTICLE 23 - EMPLOYER CONTRIBUTIONS

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- 23.01 Employers signatory to this Agreement shall remit monthly to the Administrator of Records before the tenth (10th) day of the month following the sums as per the following:

<b>EMPLOYER CONTRIBUTIONS COMMERCIAL AND INDUSTRIAL</b>	
	<u>August 1, 2009</u>
Welfare Fund	<u>\$1.30</u>
Pension Fund	<u>\$2.17</u>
Industry Improvement & Administration Fund	\$0.48*
<b>Total:</b>	<u><b>\$3.95</b></u>

\* Four cents (\$0.04) of this fund are for funding techsploration.

Two cents (\$0.02) is an employer contribution and two cents (\$0.02) have been deducted from employee wage rate.

- 23.02 Such remittance will be made on the forms provided indicating the specific fund breakdown and sent to:

**Benefit Plan Administrators Limited**

Suite 216, Tower 1  
7001 Mumford Road  
Halifax, NS B3L 4N9  
Phone: (902) 455-7277  
Fax: (902) 454-5936

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**ARTICLE 24 - WELFARE FUND**

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The Parties hereto agree on a Welfare Fund as follows:

- 24.01 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.
- 24.02 The employer shall make contributions effective August 1, 2009, at the rate of one dollar thirty cents (\$1.30) per hour worked.
- 24.03 The Welfare Fund shall be professionally administered.
- 24.04 It is agreed that provisions for an increase in the Welfare Fund 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.
- 24.05 Neither the Built Up Roofers', Damp & Waterproofers' Section of 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 Welfare Fund.
- 24.06 The Parties hereto agree that the Board of Trustees appointed pursuant to this Agreement and Declaration of Trust establishing the Welfare Fund 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.
- 24.07 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.
- 24.08 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.
- 24.09 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 25 - INDUSTRY IMPROVEMENT FUND & ADMINISTRATION FUND

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- 25.01 All employers must contribute and remit each month, by the tenth (10th) day of the following month, to the Industry Improvement and Administration Fund an amount of forty-eight cents (\$0.48). All such remittances shall be for each hour worked in that month by any employee covered by this Agreement along with a completed remittance form provided to the employer by the Administrator. This contribution shall be made payable to the Roofer I.I.F. and Administration Fund c/o The Administrator 260 Brownlow Avenue, Unit 1, Dartmouth, Nova Scotia, B3B 1V9.
- 25.02 The Roofer Industry Improvement and Administration Fund shall be administered according to the terms of an Administration Agreement made between the Parties to this Collective Agreement dated the 1<sup>st</sup> day of August, 2009.
- 25.03 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Industry Improvement and Administration 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.
- 25.04 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Roofer Industry Improvement Fund and Administration Fund.
- 25.05 Responsibilities and liabilities shall be outlined in the Administration Agreement.
- 25.06A It is agreed that Built Up Roofers', Damp & Waterproofers' Section of the Sheet Metal Workers' International Association, Local 409 retains the exclusive right to allocate and/or reallocate annual wage increase to the various benefit trust funds and any other union funds designated in the current collective agreement. Local 409 shall give at least sixty (60) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wage increase between designated union funds.
- 25.06B It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund provided that the union receives sixty (60) days notice of such change.
- 25.07 The Parties agree that this Fund is a term or condition of employment of employees covered by this Collective Agreement.

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**ARTICLE 26 - PENSION PLAN**

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The Parties hereto agree on a Pension Fund as follows:

- 26.01 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.
- 26.02 The employer shall make contributions effective August 1, 2009 at the rate of two dollars seventeen cents (\$2.17) per hour worked.
- 26.03 The Pension Fund shall be professionally administered.
- 26.04 It is agreed that provisions for an increase in the Pension Fund 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.
- 26.05 Neither the Built Up Roofers', Damp & Waterproofers' Section of 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 Fund.
- 26.06 The Parties hereto agree that the Board of Trustees appointed pursuant to this Agreement and Declaration of Trust establishing the Pension Fund 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.
- 26.07 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.
- 26.08 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.
- 26.09 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 27 - DESIGNATED HOLIDAYS

27.01 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.

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**ARTICLE 28 - DISCIPLINE**

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- 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, altercation on site and illegal work stoppages. These offences will be subject to immediate dismissal.

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**ARTICLE 29 - ROOFER TRAINING FUND LOCAL 409**

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- 29.01 Employer **CONTRIBUTIONS** for the Roofer Training Fund Local 409 shall be ten cents (\$0.10) per hour worked for all employees working under the terms and conditions of this Agreement. There shall be a **MATCHING DEDUCTION** of ten cents (\$0.10) per hour worked from each employee working under the terms of this Agreement.

Therefore, a total of ten cents (\$0.10) shall be contributed by the employer for each employee working under this Agreement. A total of twenty cents (\$0.20) shall be contributed by the employer for each employee working under this Agreement. These contributions shall be forwarded by the employers with a list of names in alphabetical order to the Roofer Training Fund Local 409. The cheque shall be made payable to the Roofer Local 409 Training Program and mailed to:

**Administrator - Roofer Local 409 Training Fund**

14 McQuade Lake Crescent, Suite 105

Halifax, NS B3S 1B6

- 29.02 The Parties hereto agree to a mutually trusted Roofer Training Fund Local 409 for the benefit of the Roofer Trade in Mainland Nova Scotia. The Roofer Training Program shall be controlled by a Committee of Trustees who shall be two (2) from the Union and two (2) from the Roofer Trade Classification of the CLRA.
- 29.03 Employers and employees both recognize the need and benefits derived from training and promotion, and particularly from training in new construction techniques. It is, therefore, imperative that a program of training be provided for all Roofer members of Local 409. Subject to the approval of the Roofer 409 Training Trust Fund, direct costs for upgrading the safety training of Union members described in Article 2.03 of this Agreement in Occupational Health & Safety Courses required by Nova Scotia law, shall be paid by the Fund.

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**ARTICLE 30 - ROOFER 409 ENABLING COMMITTEE**

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- 30.01 It is recognized that from time to time certain terms and conditions of employment for Local 409 Roofer 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.
- 30.02 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.).
- 30.03 Where this Committee can not 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.
- 30.04 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 Article.
- 30.05 All Contractor members of the Local 409 Roofer Classification shall be informed of any modifications to the wage rates four (4) hours prior to closing.
- 30.06 The Roofer 409 Job Targeting and Procedures are attached as Schedule "B" hereto.

**ARTICLE 31 - TERM OF AGREEMENT**

- 31.01 This Agreement shall remain in effect until and including April 30, 2012. All other Articles of this Agreement and Craft Schedule "A" 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.
- 31.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Labour Standards Code of the Province of Nova Scotia.

**ARTICLE 32 - SIGNATORIES**

32.01 Signed on behalf of the Parties to this Agreement this 19th day of October, 2009.

**SIGNATORIES FOR:**

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS  
ASSOCIATION LIMITED**

**THE BUILT UP ROOFERS', DAMP &  
WATERPROOFERS' SECTION OF  
THE SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION,  
LOCAL UNION 409**

\_\_\_\_\_  
MAURICE FRENETTE

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

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

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

\_\_\_\_\_  
ANGELA GALLANT  
WITNESS

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**CRAFT SCHEDULE "A"**

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**BETWEEN:**

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter referred to as the "CLRA")

- AND -

**THE BUILT UP ROOFERS', DAMP & WATERPROOFERS' SECTION OF THE  
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 409**

(hereinafter referred to as the "Union")

**WAGE RATES:**

- Increases are to take effect on the nearest pay period to the effective date.
- The wage rates listed herein are the **minimum** hourly rates.

**COMMERCIAL WORK AND JOBS NOT DEFINED AS MAJOR  
INDUSTRIAL PROJECTS – ARTICLE 21**

**ROOFER JOURNEYMEN:**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>IIF &amp; Admin Fund</b>	<b>Training *</b>	<b>Total Package</b>
<u>August 1, 2009</u>	\$23.32	\$1.87	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$29.34</u>
<u>May 1, 2010</u>	<u>\$24.25</u>	<u>\$1.94</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$30.34</u>
<u>May 1, 2011</u>	<u>\$25.18</u>	<u>\$2.01</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$31.34</u>

\*Training Employer Contribution/Employee Deduction has been accounted for in Total Package Amount

**ROOFER APPRENTICE WAGE SCALE:**

		<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>IIF &amp; Admin Fund</b>	<b>Training *</b>	<b>Total Package</b>
<b>Effective: <u>August 1, 2009</u></b>								
1st 1000 hours	60%	<u>\$12.70</u>	<u>\$1.02</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$17.87</u>
2nd 1000 hours	65%	<u>\$13.94</u>	<u>\$1.12</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$19.21</u>
3rd 1000 hours	70%	<u>\$15.31</u>	<u>\$1.22</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$20.68</u>
4th 1000 hours	75%	<u>\$16.64</u>	<u>\$1.33</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$22.12</u>
5th 1000 hours	80%	<u>\$17.96</u>	<u>\$1.44</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$23.55</u>
6th 1000 hours	85%	<u>\$19.32</u>	<u>\$1.55</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$25.02</u>
<b>Effective: <u>May 1, 2010</u></b>								
1st 1000 hours	60%	<u>\$13.26</u>	<u>\$1.06</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$18.47</u>
2nd 1000 hours	65%	<u>\$14.55</u>	<u>\$1.16</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$19.86</u>
3rd 1000 hours	70%	<u>\$15.95</u>	<u>\$1.28</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$21.38</u>
4th 1000 hours	75%	<u>\$17.33</u>	<u>\$1.39</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$22.87</u>
5th 1000 hours	80%	<u>\$18.70</u>	<u>\$1.50</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$24.35</u>
6th 1000 hours	85%	<u>\$20.11</u>	<u>\$1.61</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$25.87</u>
<b>Effective: <u>May 1, 2011</u></b>								
1st 1000 hours	60%	<u>\$13.81</u>	<u>\$1.11</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$19.07</u>
2nd 1000 hours	65%	<u>\$15.15</u>	<u>\$1.21</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$20.51</u>
3rd 1000 hours	70%	<u>\$16.60</u>	<u>\$1.33</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$22.08</u>
4th 1000 hours	75%	<u>\$18.03</u>	<u>\$1.44</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$23.62</u>
5th 1000 hours	80%	<u>\$19.44</u>	<u>\$1.56</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$25.15</u>
6th 1000 hours	85%	<u>\$20.90</u>	<u>\$1.67</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$26.72</u>

\*Training Employer Contribution/Employee Deduction has been accounted for in Total Package Amount

**MAJOR INDUSTRIAL PROJECTS AS DEFINED IN – ARTICLE 21****ROOFER JOURNEYMEN WAGE SCALE:**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>IIF &amp; Admin Fund</b>	<b>Training *</b>	<b>Total Package</b>
<u>August 1, 2009</u>	\$27.03	\$2.16	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$33.34</u>
<u>May 1, 2010</u>	\$27.95	<u>\$2.24</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$34.34</u>
<u>May 1, 2011</u>	\$28.88	<u>\$2.31</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$35.34</u>

\*Training Employer Contribution/Employee Deduction has been accounted For in Total Package Amount

**ROOFER APPRENTICE WAGE SCALE:**

		<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Health &amp; Welfare</b>	<b>Pension</b>	<b>IIF &amp; Admin Fund</b>	<b>Training *</b>	<b>Total Package</b>
<b>Effective: <u>August 1, 2009</u></b>								
1st 1000 hours	60%	<u>\$14.94</u>	<u>\$1.20</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$20.29</u>
2nd 1000 hours	65%	<u>\$16.38</u>	<u>\$1.31</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$21.84</u>
3rd 1000 hours	70%	<u>\$17.92</u>	<u>\$1.43</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$23.50</u>
4th 1000 hours	75%	<u>\$19.44</u>	<u>\$1.56</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$25.15</u>
5th 1000 hours	80%	<u>\$20.94</u>	<u>\$1.68</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$26.77</u>
6th 1000 hours	85%	<u>\$22.55</u>	<u>\$1.80</u>	<u>\$1.30</u>	<u>\$2.17</u>	\$0.48	\$0.20	<u>\$28.50</u>
<b>Effective: <u>May 1, 2010</u></b>								
1st 1000 hours	60%	<u>\$15.50</u>	<u>\$1.24</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$20.89</u>
2nd 1000 hours	65%	<u>\$16.98</u>	<u>\$1.36</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$22.49</u>
3rd 1000 hours	70%	<u>\$18.56</u>	<u>\$1.49</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$24.20</u>
4th 1000 hours	75%	<u>\$20.14</u>	<u>\$1.61</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$25.90</u>
5th 1000 hours	80%	<u>\$21.69</u>	<u>\$1.73</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$27.57</u>
6th 1000 hours	85%	<u>\$23.33</u>	<u>\$1.87</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$29.35</u>
<b>Effective: <u>May 1, 2011</u></b>								
1st 1000 hours	60%	<u>\$16.06</u>	<u>\$1.28</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$21.49</u>
2nd 1000 hours	65%	<u>\$17.58</u>	<u>\$1.41</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$23.14</u>
3rd 1000 hours	70%	<u>\$19.21</u>	<u>\$1.54</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$24.90</u>
4th 1000 hours	75%	<u>\$20.83</u>	<u>\$1.67</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$26.65</u>
5th 1000 hours	80%	<u>\$22.43</u>	<u>\$1.79</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$28.37</u>
6th 1000 hours	85%	<u>\$24.12</u>	<u>\$1.93</u>	\$1.30	\$2.17	\$0.48	\$0.20	<u>\$30.20</u>

\*Training Employer Contribution/Employee Deduction has been accounted For in Total Package Amount

**PRE-APPRENTICE ROOFER**

The parties have agreed to establish a class of employee to enable both unionized Contractors and Union employees to effectively and competitively obtain necessary employees to perform the labour functions required on roofing projects.

A worker with NO previous Roofing experience shall be classified a Pre-Apprentice Roofer.

Apprentice Roofers will be drawn from this pool of Pre-Apprentice Roofers through the sponsorship and promotion of the employer.

Upon the achievement of working a maximum of two thousand (2000) hours as a Pre-Apprentice Roofer, the employer shall assess the employee. A Pre-Apprentice Roofer having worked two thousand (2000) hours shall either be promoted to the Apprentice Roofer Classification or laid-off by the employer.

The Union must be informed when any new employee is hired. This includes name, address, social insurance number and telephone number, if possible.

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (8%)</b>	<b>Total Package</b>
<u>August 1, 2009</u>	<u>\$11.90</u>	<u>\$0.95</u>	<u>\$12.85</u>
<u>May 1, 2010</u>	<u>\$12.37</u>	<u>\$0.99</u>	<u>\$13.36</u>
<u>May 1, 2011</u>	<u>\$12.84</u>	<u>\$1.03</u>	<u>\$13.87</u>

**APPRENTICE ROOFER**

Is an entrant into the Apprentice Roofer Classification and Program.

An employee with two thousand (2000) hours or more PREVIOUS roofing experience shall be classified as an Apprentice Roofer and shall be paid under the Apprentice Roofer Scale.

Employees will recognize hours worked with another employer (Union and Non-Union) for all purposes and benefits under this agreement. Confirmation of hours may be based on Records of Employment, Union Pension Credits, Department of Labour records and/or other documentation.

Apprentice Roofers shall be paid under the following scale:

0-1000 hours .....	60% of Journeyman rate
1001-2000 hours .....	65% of Journeyman rate
2001-3000 hours .....	70% of Journeyman rate
3001-4000 hours .....	75% of Journeyman rate
4001-5000 hours .....	80% of Journeyman rate
5001-6000 hours .....	85% of Journeyman rate

**When a formal training program becomes available, apprentices will not advance beyond the 90% level until such time as they pass an exam to attain Journeyman status.**

**ROOFER FOREMAN**

Foreman shall receive a minimum premium of eight percent (8%) of the applicable Journeyman’s rate of pay.

**CREW MAKE-UP:**

- 3 Person Crew 1 Journeyman (Foreman)
  - 1 Journeyman
  - 1 Pre-Apprentice
- 4 Person Crew 1 Journeyman (Foreman)
  - 1 Journeyman
  - 1 Apprentice
  - 1 Pre-Apprentice
- 5 Person Crew 1 Journeyman (Foreman)
  - 1 Journeyman
  - 1 Apprentice
  - 2 Pre-Apprentices
- 6 Person Crew 1 Journeyman (Foreman)
  - 1 Journeyman
  - 2 Apprentice
  - 2 Pre-Apprentices
- 8 Person Crew 1 Journeyman (Foreman)
  - 2 Journeyman
  - 2 Apprentice
  - 3 Pre-Apprentices

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**CRAFT SCHEDULE “B”**

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**ROOFERS LOCAL N° 409  
JOB TARGETING RULES & PROCEDURES**

The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Enabling Committee (E.C.). The Roofers Local N° 409 is the “Union” under these rules and procedures.

1. No Contractor shall be entitled to targeted 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 Union shall advise the CLRA by facsimile (Fax No. 468-3705) in writing whether it grants or does not grant the targeting application. The CLRA shall then advise all applicant Contractors when a target 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 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 jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sector’s share of work.

**SCHEDULE “B” CONT’D**

**ROOFER LOCAL N°. 409 TARGETING 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 30 of the roofer Mainland Nova Scotia Local 409 Agreement currently in force.

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

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

**LOCATION:** \_\_\_\_\_

**VALUE:** \_\_\_\_\_

**TENDER CLOSING DATE:** \_\_\_\_\_ **ROOFER MAN HOURS** \_\_\_\_\_

**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 BARGAINING AGREEMENT, UNLESS OTHERWISE STIPULATED.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Contractor Representative**

**SCHEDULE “B” CONTD.**

**(UNION LETTERHEAD)  
Fax Transmission Form  
RESPONSE TO JOB TARGETING APPLICATION  
Article 30 – Enabling Committee Roofer Local 409**

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

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

From: Roofer Local Union 409

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

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

Hourly Rate	Vacation Pay 8%	Welfare	Pension	Admin & IFF Funds	Training	Total
\$	\$	\$	\$	\$	\$	\$

**Hours of Work & Other Provisions**

*Unless specifically indicated below, all other terms and conditions will be as per the current Collective Roofer Local 409 Agreement. The above noted target rate is granted under Article 30 Enabling Committee for the following applicant contractors.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Roofer Local 409 Representative**

Date: \_\_\_\_\_ Job Target Not Granted \_\_\_\_\_

**ROOFERS' 409  
TRADE CLASSIFICATION**

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- Atlantic Roofers Limited
- Fosco Roofing Limited