

APPENDIX NO. 6“A” - LABOURERS - COMMERCIAL

BETWEEN
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
 (hereinafter referred to as the "CLRA")

- AND -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/08 - June 30/11

LABOURERS								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	<u>Consol. Fund</u>	Total Pkg
July 1, 2008	<u>\$23.96</u>	<u>\$2.16</u>	\$1.40	<u>\$3.00</u>	<u>\$1.07</u>	<u>\$0.82</u>	<u>\$0.72</u>	<u>\$33.13</u>
July 1, 2009 *	<u>\$24.42</u>	<u>\$2.20</u>	\$1.45	<u>\$3.65</u>	\$1.07	<u>\$0.87</u>	\$0.72	<u>\$34.38</u>
July 1, 2010 *	<u>\$24.88</u>	<u>\$2.24</u>	\$1.50	<u>\$4.30</u>	\$1.07	<u>\$0.92</u>	\$0.72	<u>\$35.63</u>

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

In addition to the hourly rates the employer shall pay the amounts as set out in the Benefit Plan, Pension Plan, Labourers' Training, Health & Safety and Labourers'-Employers Cooperation and Education Trust Fund, Organizing Fund and Consolidated Fund and deduct and remit to the Cape Breton Labour Development Co. Ltd. of this Appendix.

Amendment #7 – July 1, 2009

SUPERVISION:

As defined under Article 1A - Industrial Definition - projects in excess of thirteen and one half million dollars (\$13,500,000.00):

When six (6) or more Labourers are being supervised, then a working Foreman will be appointed.

Foreman Premium

up to 10 men.....One dollar twenty-five cents (\$1.25) per hour over base rate

over 10 men.....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 (1) 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

Foremen & General Foreman

When numbers of Labourers on site are being reduced and the numbers of Foremen is being reduced accordingly, such Foremen (unless they are being dismissed for cause or unless their entire crew has been laid off) shall, if they are General Foremen, be reduced to the position of Foreman, and if they are Foremen, shall be returned to the general workforce of Labourers, rather than being laid off directly from the position of Foreman.

HANDICAPPED:

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

CLASSIFICATIONS

PLUS RATE:

Working Foreman	\$0.80
Jackhammer and Pavement Breaker	\$0.35
Vibrators, Compactors, Tempers	\$0.15
Dynamite Helper	\$0.50
Dynamite Blaster	\$1.00
Pipelayer	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot).....	\$1.00
Job Service Truck	\$0.25
Creosote Work	\$0.25
Cement Finisher	\$0.60
Sandblaster (masonry and concrete)	\$0.50
Burner and Welder	\$0.50
Signalman	\$0.25
Concrete Bucket.....	Basic Rate
Carpenter Trade Tender (inc. Acoustic & Drywall)	Basic Rate
Chainsaw (if provided by employee at employer's request)	\$0.25
Terrazzo Labourer (when required)	Basic Rate
Pile Driving.....	Basic Rate
Pumps.....	Basic Rate
Tool Crib/stores (civil contractors only).....	Basic Rate
Forklift operator	Basic Rate
Concrete Placer	Basic Rate
Asphalt Raker.....	Basic Rate
Heaters	Basic Rate
Demolition	Basic Rate
Pipe Fusion.....	Basic Rate
Lasers	Basic Rate
Environmental Worker.....	Basic Rate

Effective October 17, 2008	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	Consol. Fund	Total Pkg
Flagger *	\$15.27	\$1.37	\$1.40	\$3.00	\$1.07	\$0.82	\$0.72	\$23.65
Security Person	\$14.10	\$1.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.37

(CPI raises thereafter, annually.)

* This shall not apply to street and highway work.

* Flaggers shall not be eligible for travel expenses.

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

Correction #1 – October 17, 2008

OVERTIME:

Minimum overtime shall be one (1) hour at the applicable overtime rate.

The first six (6) hours of overtime in any one (1) week period, Monday to Friday, shall be paid for as time and one-half (1/1/2x) of the regular hourly rate including classification premiums. All additional overtime hours shall be paid for at double (2x) time the hourly rate including classification premiums.

Employees who are required to work in excess of two (2) successive hours 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 shall be \$15.00*

OVERTIME (Saturdays, Sundays, Holidays):

Labourers required by Management to work on Saturdays, Sundays or Designated Holidays shall be paid at double (2x) the regular hourly rate including classification premiums, subject to the provisions of the make-up time clause set out, below, in this Appendix.

OVERTIME HOURS:

All overtime hours shall be paid for the period (Monday to Friday) worked. The banking of overtime hours shall not be permitted.

PAID HOLIDAYS:

The following holidays shall be paid holidays ... **Labour Day, Thanksgiving Day, Remembrance Day, Canada Day.**

Should employees be required to work on a paid holiday, they shall be paid in addition to the holiday pay, double time (2x) the employee's classified rate for all hours worked.

CALL OUT MINIMUM (PUMPS & HEATERS):

When an employee is called out by Management to work after 8:00 a.m. on Saturday, Sunday or Designated Holiday, or contract holiday, he shall receive a minimum of two (2) hours' pay at double time (2x), classification premium included.

SHIFT DIFFERENTIAL:

When Management requires two (2) or more shifts within twenty-four (24) hours, the starting time on the first shift is to be determined by the employer. With the exception that these shifts will be adjusted according to high and low schedules where work performed is controlled or affected by the tides.

1st shift.....	Eight hours (8) pay for eight (8) hours worked
2nd shift	Fifteen percent (15%) shift differential
3rd shift.....	Fifteen percent (15%) shift differential

HEIGHT PAY:

Labourers required to work on scaffolds, structural steel, swinging stage, bosun chair, towers, stacks, cat walks, shall receive height pay:

0 - 49'	Basic hourly rate
50' - 59'.....	Twenty cents (\$0.20) + hourly rate
60' - 79'.....	Forty cents (\$0.40) + hourly rate
80' - 99'.....	Eighty cents (\$0.80) + hourly rate

An additional forty cents (\$0.40) per hour for every twenty feet (20') thereafter plus basic hourly rate.

HIRING OF LABOURERS (ON SITE):

Hiring on site shall be on a ratio of one for one basis (1:1). The one for one (1:1) ratio shall commence from the Union office. The odd man shall be requested from the Union office.

Labourers referred to Commercial Projects through the Union office, in accordance with Appendix 3, when being terminated, other than for cause, shall be subject to re-call within thirty (30) working days.

The on-site hiring ratio shall be maintained for the duration of the project.

On-site hiring of non-union or suspended Union members shall be subject to Article 16 - Grievance & Arbitration of this Agreement.

The above is not applicable to Industrial Projects over thirteen and one half million dollars (\$13,500,000.00) as defined in Article 1A.

REFERRAL OF LABOURERS:

Request for Labourers shall be placed by Management 8:00 a.m. - 5:00 p.m., the day previous to the request. If there is a request for a man to report at other than the regular starting time and he is refused work or no work is available, he will be paid four (4) hours at the regular rate of pay. If he works more than four (4) hours on that occasion, he will be paid eight (8) hours at the regular rate of pay.

INJURED ON SITE:

Labourers, when injured on the site and who require medical attention, will receive pay for the day, eight (8) hours at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, he shall experience no loss of pay.

MASONRY CONSTRUCTION:

When contractors other than masonry contractors decide to perform their own masonry work on any project and utilize their Labourers as Masonry Tenders, the Labourers shall be paid in accordance with the Masonry Labourers Collective Agreement for Cape Breton Island and all conditions (monetary) shall apply.

BENEFIT PLAN:

The Parties hereto agree on a Benefit Plan as follows:

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

Administrator**Benefit Plan Administrators Limited**

Tower 1, Suite 216 - 7001 Mumford Road

Halifax, NS

B3L 4N9

Phone: (902) 455-7277

Fax: (902) 454-5936

PENSION PLAN:

- (a) The Administrator 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 shall be three dollars sixty-five cents (\$3.65) and effective July 1, 2010 shall be four dollars thirty cents (\$4.30) per hour worked to the Administrator of the Pension Fund on or before the tenth (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.

LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS'-EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:

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.

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.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining fund shall be applied to the Welfare Plan.

Amendment #7 – July 1, 2009

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.

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

The employer shall remit one dollar seven cents (\$1.07) which includes twenty-two cents (0.22) 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 Fund
226 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 the employee wages.

CAPE BRETON LABOUR 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 Labour Development Co. Ltd.
PO Box 1103
Sydney, NS
B1P 6J7

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

ORGANIZING FUND:

For *Commercial* projects all employers bound by this Agreement shall contribute, at the rate of eighty-two cents (\$0.82) and effective July 1, 2009 at eighty-seven cents (\$0.87) and effective July 1, 2010 at ninety-two cents (\$0.92) for every hour paid to employees covered by this Agreement and for *Heavy Civil* projects all employers bound by this Agreement shall contribute at the rate of eighty-two cents (\$0.82) and effective July 1, 2009 at eighty-seven cents (\$0.87) and effective July 1, 2010 at ninety-two cents (\$0.92) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers Local 1115 Organizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

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

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

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.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

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

TRANSFERRING FROM SITE TO SITE:

It is agreed that Management has the right to transfer from site to site. It is also agreed that Management will not transfer all Labourers from site when Carpenters are employed on same Site (excluding small jobs) when there is Labourers' work to perform. Should a Steward be transferred, the Union will be notified.

MEALS:

When a Labourer is entitled to a meal as provided in this Agreement, he will receive same benefit every four (4) hours work thereafter.

GENERAL CLEAN UP (Including Clean Up Done in Conjunction With Other Crafts):

Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, and cleaning of all debris in the building and construction area shall be performed by Labourers. General clean up including sweeping, cleaning, washing down and wiping of construction facilities, equipment and furnishings; removal of debris, loading or burning of all debris, including crates, boxes, packaging and waste materials, washing or cleaning of interior walls, partitions, ceilings, windows, bathrooms, kitchens, lavatory and all fixtures and facilities therein, clean up, mopping, washing or dusting of all floors or areas. The employer shall have the right to hire a cleaning firm for final clean-up, providing the Business Manager is notified prior to said hiring.

HEALTH AND SAFETY:

When required to work under conditions where rain gear and rubber boots are needed, they will be provided by the employer for use at the jobsite. Such apparel is to remain the property of the employer and is not to be removed from the jobsite. Where employees are issued pre-worn rubber boots, other than new boots, the employer shall supply plastic socks for sanitary reasons. If required to work under such conditions, employees will not be penalized while waiting for such apparel.

The employer shall, under the above conditions, supply leather work gloves. These gloves shall remain the property of the employer and shall not be removed from the work site.

PILE DRIVING (Protective Clothing/Gloves):

The employer accepts the responsibility to provide coveralls and gloves required for Labourer employees when employed in pile driving crews for working conditions which are exceptional or would lead to speedier deterioration of personal clothing than under normal or usually accepted working conditions.

TUNNEL WORK:

Conditions for tunnel work to be as per those contained in the Industrial Projects Agreement.

TRAINING (UNFAMILIAR EQUIPMENT):

Persons instructing Labourers in the operation of unfamiliar equipment may operate the equipment in the course of instruction.

POWDERMAN HELPER:

There shall be a Powderman helper when blasting is being performed on a generally continuous basis.

WORK ASSIGNMENTS:

Labourers shall generally receive work assignments from Labour Foremen, however, when they are assigned to work under other Trade Foremen, they shall receive work assignments from such other Trade Foremen.

CONSTRUCTION INDUSTRY:

This Agreement covers Labourers engaged in the construction industry, site clearing, ten (10) acres or less and excepting street and highway construction.

CONCRETE POURS (LUNCH BREAK PERIOD):

When employees are required to continue a concrete pour which interferes with the normal lunch break (12:00/12:30 p.m.), they shall receive one-half (1/2) hour at time and one-half (1/2x) the regular rate of pay and shall be permitted to take a ten (10) minute break when that pour is completed.

SEVERANCE PAY:

Article 8 not applicable to Labourers who are not employed for a period of five (5) consecutive days.

When concrete pours commence before 8:00 a.m. and completed anytime before the normal quitting time (4:30 p.m.), employees shall remain on the project and complete their shift in accordance with Article 13 - Reporting Time.

JOB STEWARDS:

Subject to all other items and conditions of this Agreement, the Steward shall be the last man remaining on the job/shop.

The loading and unloading and transportation, of all building materials from all jobsites to the employer's warehouse and vice versa shall be performed by members of the Labourers' Union.

MAKE-UP TIME:

Employees, due to adverse weather conditions only, who lose time during the 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.

FREE ZONE/DAILY TRAVEL/BOARD:

This clause shall prevail to the extent that it modifies and expands the provisions of Article 15 - Subsistence of the Collective Agreement.

There shall be a radius of seventy-two (72) 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 seventy-two (72) kilometres.

Employees residing seventy-two (72) kilometres to eighty-nine (89) kilometres shall receive a travel allowance of eleven dollars (\$11.00) per day worked. Employees residing eighty-nine (89) kilometres and beyond shall receive a travel allowance of twenty-six dollars (\$26.00) per day worked.

Alternatively, when the 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, or as set out below ...

	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>

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.

HEAVY CIVIL:

The provisions of this clause shall apply where inconsistent with other provisions of this Appendix or the Collective Agreement.

The following listed projects: Demolition of structures, bridges, overpasses, marine, crib and related work, shall be subject to the following hourly rate and conditions:

NOTE: Wage Rates Effective July 1/08 - June 30/11

HEAVY CIVIL - LABOURERS								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Org. Fund	Consol. Fund	Total Pkg
July 1, 2008	\$20.54	\$1.85	\$1.40	\$3.00	\$1.07	\$0.78	\$0.72	\$29.36
July 1, 2009 *	\$21.00	\$1.89	\$1.45	\$3.65	\$1.07	\$0.83	\$0.72	\$30.61
July 1, 2010 *	\$21.46	\$1.93	\$1.50	\$4.30	\$1.07	\$0.88	\$0.72	\$31.86

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

Street and Highway work shall be subject to the rates and classifications per the Municipal Ready-Mix Limited Highway Agreement.

In addition to the rates and classifications the employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund, Organizing Fund and Consolidated Fund and deduct and remit the Cape Breton Labour Development Co. Ltd. of this Appendix.

The normal hours of work shall consist of ten (10) hours per day (Monday through to Friday) between the hours of 7:00 a.m. and 6:00 p.m. for a maximum of fifty (50) hours per week. The lunch period shall normally be 12:00 to 12:30 p.m. Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto (Union and employer).

The employer shall allow two (2) ten (10) minute rest periods in each ten (10) hour shift; one (1) rest period in the first five (5) hours and one (1) in the last five (5) hours. The time for breaks shall be designated by the employer. Employees shall be notified of such break time. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour.

An eight (8) hour day may be scheduled when the ten (10) hour day is impractical, however overtime provisions shall apply when work day exceeds ten (10) hours.

Amendment #7 – July 1, 2009

OVERTIME:

Overtime hours worked beyond the ten (10) hours per day (Monday through Friday) shall be paid for at one and one-half times (1/½x) the above established hourly rate of pay.

The following Articles of the Collective Agreement shall not apply to work defined as Heavy Civil under this clause:

ARTICLE 8:

Termination of Employment or Layoff. That section of this Article 8.01 - 8.02 establishing severance pay shall not apply to Heavy Civil Work.

ARTICLE 13:

Reporting Time - This Article of the Collective Agreement shall not apply to work defined as Heavy Civil under this clause.

ARTICLE 15:

Subsistence as defined under Article 15.06 of this Article shall not apply to work defined under this clause - Heavy Civil.

This clause entitled "Heavy Civil" shall apply for the term of the present Collective Agreement only and shall be terminated by either party, if so desired, at the expiry of this Agreement. This clause shall not apply to any work performed on Commercial Projects and Projects defined under Article 1A - Industrial Definition.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

DOUGLAS SERROUL

GREIG MACLEOD

TROY COLBURN

APPENDIX NO. 6“B” – LABOURERS – COMMERCIAL**WATER & SEWERLINE CONSTRUCTION****BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter referred to as the "CLRA")

- AND -

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

(hereinafter referred to as the "Union")

The provisions of this Appendix "B" shall apply where inconsistent with other provisions of the Agreement (and Appendix "A"), however, it does not apply to Water and Sewer Work which is incidental to Building Construction. Labourers shall generally be engaged in the testing of Watermain and Sewerline pipe.

HOURS OF WORK:

The normal hours of work shall consist of ten (10) hours per normal work day, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. The lunch period shall normally be 12:00 to 12:30 p.m. Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the Parties hereto (meaning Union and employer).

The employer shall allow two (2) ten (10) minute rest periods in each ten (10) hour shift; one (1) rest period in the first five (5) hours and one (1) in the last five (5) hours. The time for breaks shall be designated by the employer. Employees shall be notified of such break time. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour.

An eight (8) hour day may be scheduled when the ten (10) hour day is impractical and overtime provisions will apply after eight (8) hours.

WATERMAIN AND SEWERLINE PIPE:

Pipe shall be stockpiled in areas designated by the employer, but the distribution of same shall be performed by Labourers.

REPORTING TIME:

Reporting time shall be as per Article 13, except the four (4) hours shall be changed to five (5) hours when the ten (10) hour day is in effect.

MAN-HOLES:

When Labourers are required to work in active man-holes, the employer for sanitary reasons, shall provide an adapter (pipe and elbow) suitable for any existing active sewer line.

TERMINATION OF EMPLOYMENT OR LAY-OFF:

Shall be as per Article 8, except the hours set out shall be changed to coincide with the ten (10) hour day.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

DOUGLAS SERROUL

GREIG MACLEOD

TROY COLBURN