

TILE & TERRAZZO COLLECTIVE AGREEMENT
2009 - 2012

BETWEEN:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the “CLRA”)

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS

B3B 1V9

Phone: (902) 468-2283

Fax: (902) 468-3705

Office Hours: 8:30 a.m. – 4:30 p.m.

- AND -

**INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS,
LOCAL 1, HALIFAX, NS**

(hereinafter referred to as the “Union”)

14 McQuade Lake Crescent, Suite 203

Halifax, NS

B3S 1B6

Phone: (902) 450-5614

Fax: (902) 450-5146

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

EFFECTIVE DATE: July 6, 2009
EXPIRATION DATE: April 30, 2012

Amendment #1 – May 1, 2010

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Collective Agreement for Mainland Nova Scotia governing rates of pay, hours of work and other working conditions in the Marble, Tile and Terrazzo between the following Parties:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the parties intend that every term and condition contained within this Collective Agreement may be amended upon the agreement of the parties.

Signatory and future signatory employers who require the services of Union members and the International Union of Bricklayers and Allied Craftworkers, and herein called the "International Union."

Local 1 - Mainland Nova Scotia

Comprising Journeymen, Apprentice-Improvers, Apprentices, Grinders, Wet or Dry Polishers, Marble, Masons, Tile Setters, Terrazzo Workers, and Miscellaneous Helpers chartered by the International Union of Bricklayers and Allied Craftworkers, hereinafter called the "Local Union." The words "Mechanic Journeymen" set out in this Agreement are the same and are interchangeable.

PREAMBLE:

Whereas the general purpose of this Agreement is to establish mutually satisfactory arrangements between the companies and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

No wages, conditions, separate or apart from the conditions set out in this Agreement will be sought or condoned by the Union and any of its members.

Therefore, it is expressly agreed and declared by and between the Parties as follows:

RECOGNITION:

The Union represents that it has complete and final authority to bargain with the CLRA on behalf of the employers who it represents, and to administer this agreement and to settle any matters of dispute, which may arise between employer and Union. Furthermore, it is understood that this covenant is binding on the Local Union.

The International Union of Bricklayers and Allied Craftworkers, Local Union 1 of Nova Scotia accepts the delegation of authority hereinbefore set out and undertakes to administer this Collective Agreement and to bargain collectively for renewal thereof on behalf of all employees of the employer for whom the Union is authorized to bargain.

The Union recognizes the CLRA as the sole collective bargaining agent with respect to the trade for its members designated herein and other contractor employers covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.

ARTICLE 1 - TERMS OF AGREEMENT

- 1.01 The Tile and Terrazzo Collective Agreement between the Union and Nova Scotia Construction Labour Relations Association, 2009-2012, dated the 6th of July, 2009, with Articles 1 through 35, including Appendix “A”, Schedules “A”, and “B” and Appendix “T” shall be considered the Master Agreement and shall be applicable to all relevant employers except where otherwise provided herein.
- 1.02 The contractor agrees not to employ anyone in the Trade of Marble, Tile or Terrazzo work or Chemical Product Workers within the area as outlined in Article 2 who is not a member of the Local Union unless such employees are not available from the Local Union.
- 1.03 No member of the Union shall be permitted to work at Marble, Tile or Terrazzo for any person, corporation or partnership who is not a Party to this Agreement. Union members in violation of this Article shall be subject to disciplinary procedures at the hands of the Union.
- 1.04 The Union shall not sign this Agreement with anyone other than a Party whose business is recognized as Marble, Tile or Terrazzo work as laid out in Article 2 herein under.
- 1.05 The contractor shall not employ any Marble Masons, Tile Setters or Terrazzo Workers on a square foot basis, or demand any given amount or work for a lump sum, and without limiting the generality of the foregoing, there shall be no limitation as to the amount of work any man may be required to perform.
- 1.06 It is agreed that the Joint Trade Committee shall be three representatives from each party and this Committee shall have the power to set up and enforce apprenticeship arrangements, including the testing of applicants for journeyman status. The Committee shall meet at least once every three months and may be called any time in case of emergency. Proper rules and procedures are to be established at the first regular meeting. Minutes to be kept of all meetings.
- 1.07 The contractor agrees to phone the Union Office for all mechanics required. The employer shall have the right to determine the competency and qualifications of workers referred by the Union and the right to hire or not hire accordingly.

ARTICLE 2 - MARBLE, TILE AND TERRAZZO JURISDICTION

- 2.01 It is recognized by the Contractor, Parties to this Agreement, that included in the jurisdictional claims of the International Union of Bricklayers and Allied Craftworkers are the following:
- 2.02 Marble, Mosaic, Venetian Enamel and Terrazzo cutting and assembling of Mosaic, the casting of all Terrazzo jobs.
- 2.03 All bedding above concrete floors or walls for the preparation of cutting, laying or setting of metal composition of wooden strips and grounds, and the lathing and cutting of metal strips, laths or other reinforcements, where used in Mosaic and Terrazzo work, shall be the work of the Mosaic and Terrazzo workers.
- 2.04 All Cement, Terrazzo, magnesite Terrazzo, Dex-o-TEX, Rustick or rough washed for exterior or interior of buildings and any other kind of Plastic mixture composed of chips of Marble, Granite, Blue Stone, Enamel, and all other kinds of chips when mixed with cement, rubber, magnesium, chloride or other binding materials when used on floors, ceilings, stairs, saddles and which are not considered a part of the building, such as fountains, swimming pools, etc. Also, all other substitutes that may be applied under the same method as Mosaic or Terrazzo.
- 2.05 The laying, cutting and setting of all hard tile where used for floors, walls, ceilings, walks, promenades, roofs and pavers up to 2" in thickness, stairs, treads, stair risers, facing hearths, fireplaces and decorative insets, together with any marble plinths, thresholds or window stools used in connection with any tile work, and paver work up to 2" in thickness; also prepare and set all concrete, cement, brick work or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble composition, glass mosaic or other materials forming the facing, hearth or fireplaces of a mantel, or the mantel complete; together with the setting of all cement, brickwork or other materials required in connection with the above work; also, the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplaces, whether in connection with a mantel, hearth facing or not, and the setting and preparing of all materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone shall be conceded to be bricklayers, marble setters or stone masons work respectively. Where tile and pavers up to 2" in thickness are set with adhesive or the walls, floors and ceilings are floated with cement mortar, both floating and tile setting shall be done by tile setters.

- 2.06 It will be understood that the work "Tile" refers to all burned clay products as used in the tile industry, either glazed or unglazed, and to all quarry and paver tile up to 2" in thickness, also mixture in tile form of cement, plastic and metals that are made for and intended for use as a finished floor surface, garden walls, interior walls, ceilings, swimming pools and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting of all accessories when built in walls or for decorative inserts on other materials. The foreman over and tile work shall be a tile layer and at no time shall any other than a bonafide tile setter act as foreman on tile work. All new materials that replace the above material that is applied by the same method is covered by the terms of this Agreement.

MASONRY-MARBLE:

- 2.07 Marble Masons jurisdiction claims shall consist of the carving, cutting and setting of all natural stone and precast up to 2" thick. This shall apply to all interior work, such as sanitary decorative and other purposes inside of buildings and every description where ever required, including all polish boned or sand finish; also the cutting and fitting of above materials after same leave mills or shop, as well as all accessories in connection with such work and the laying of all marble, tile, slate tile and terrazzo tile.
- 2.08 Foremen over any marble masonry shall be marble setters, and at no time shall anyone other than a bonafide marble setter act as a foreman on all marble masonry.

ALL MATERIALS:

- 2.09 Employees covered by this Agreement reserve the right to unload and handle their own material at the discretion of the mechanic in charge.

ARTICLE 3 - CONDITION OF RENEWAL

- 3.01 This Agreement shall be effective the date of signing and shall continue to remain in effect until April 30, 2012. Should either Party desire to change, amend or terminate this Agreement after that date, the Party concerned agrees to give the other Party not less than 60 days' notice in writing prior to the termination of this Agreement. In the event that no such notice is given in time by either Party, this Agreement shall remain in force from year to year.
- 3.02 Where notice of a desire to change, amend or terminate this Agreement is given under Clause 3.01, this Agreement shall remain in full force and effect until such time as an Agreement has been reached with respect to a renewal, amendment or substitution thereof, provided that this Agreement may be further extended from time to time by mutual consent.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

- 4.01 Complaints and grievances shall be adjusted, if possible, by a meeting between specifically appointed representatives of the contractor and the Union. A meeting to discuss any such dispute or grievance shall be called within forty-eight (48) hours of the first notice in writing of such dispute or claim of alleged violation. If no agreement has been reached after forty-eight (48) hours of the occurrence of the complaint a grievance shall be filed with the employer's representative within seven (7) days and if such grievance is not filed within this period, it shall be considered settled without a work stoppage.
- 4.02 If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, including any questions as to whether a matter is arbitratable, either of the Parties may, only after exhausting the grievance procedure described above, notify the other Party in writing of its desire to submit the difference that has been properly carried out through the grievance procedure as set out above, may be referred by either Party to an arbitration any time within twenty-one (21) days from the time that the circumstances giving rise to the grievance occurred, but not later.
- 4.03 Make such award or other direction as the arbitrator considers just and necessary in the circumstances to resolve the grievance, but may not rule beyond ten (10) days of the date of the grievance being filed in writing by the Union.
- 4.04 The arbitrator cannot alter terms or conditions of this Collective Agreement.
- 4.05 Written notice of the grievance shall state clearly the matter or matters in dispute to be dealt with by the arbitrator and what relief, if any, is claimed by the Party requesting arbitration. The Party receiving such notice shall within five (5) days advise the other Party of the name of an arbitrator to be agreed upon or an arbitrator may be appointed pursuant to provincial legislation.
- 4.06 The arbitrator so selected shall, within five (5) days, meet, and within thirty (30) days, render his decision in writing to both Parties.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

- 5.01 The Union and employees agree that there will be no strike or other collective action which will interfere with or stop the efficient operation of work of the employer or any of them for the duration of this Agreement.
- 5.02 The employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

ARTICLE 6 - WAGES

6.01 The amounts shall be as per Schedule "A" attached hereto and forming a part hereof.

ARTICLE 7 - EMPLOYER CONTRIBUTIONS

7.01 Employers signatory to this Agreement shall remit the amounts per hour worked per employee as set out below and forward the remittances to the addresses as specified in the applicable Articles 8, 9, 9A, 10 and 30.

| Name of Fund | | <u>June 1, 2009</u> | <u>July 6, 2009</u> | <u>May 1, 2010</u> |
|---|--------------------|-------------------------|-------------------------|------------------------|
| Health & Welfare Fund Comm\Ind Article 8 | per hour worked | <u>\$1.85</u> | \$1.85 | <u>\$1.90</u> |
| International Pension Fund – Comm/Ind Article 9 | per hour worked | \$1.50 | \$1.50 | \$1.50 |
| Local #1 Group RSP Comm/Ind Article 9A | per hour worked | \$3.00 | \$3.00 | \$3.00 |
| Construction Stabilization & Admin Fund – Comm/Ind Article 10 OR Tile & Terrazzo Local 1 Training Fund Comm/Ind Article 30 | per hour worked | \$0.23 | \$0.23 | \$0.23 |

The amount of the Health & Welfare and Pension Funds will be set by the Union upon ratification by the Union. Any increase will come from the total monetary package increase.

ARTICLE 8 - HEALTH & WELFARE FUND

8.01 The employer agrees to pay to the International Health Fund Bricklayers Union Local 1 the amount of one dollar and eighty-five cents (\$1.85) and effective May 1, 2010 the amount of one dollar ninety cents (\$1.90). These funds are to be remitted on or before the tenth (10th) day of the following month. Cheques are to be payable to:

International Health and Welfare Fund
1216 Sand Cove Road, Unit 32
Saint John, NB E2M 5V8

The amount of the Health & Welfare and Pension Funds will be set by the Union upon ratification by the Union. Any increase will come from the total monetary package increase.

Amendment #1 – May 1, 2010

ARTICLE 9 – INTERNATIONAL B.A.C. PENSION FUND

9.01 The employer agrees to pay to the Tile & Terrazzo Pension Fund the amount of one dollar fifty cents (\$1.50) per hour worked. These funds are to be remitted on or before the tenth (10th) day of the following month. Cheques are to be made payable to:

I.U.B.A.C. Pension Fund
1216 Sand Cove Road, Unit 32
Saint John, NB E2M 5V8

The amount of the Health & Welfare and Pension Funds will be set by the Union upon ratification by the Union. Any increase will come from the total monetary package increase.

ARTICLE 9A – BAC LOCAL #1 GROUP RSP

9A.01 Employers signatory and party to this Agreement shall remit monthly to the Administrator of the Group RSP, before the tenth (10th) day of the month for the previous month, the sum of three dollars (\$3.00) per hour worked per employee. Cheques are made payable to:

BAC Local #1 Group RSP
c/o the Administrator
14 McQuade Lake Crescent, Suite 203
Halifax, Nova Scotia B3S 1B6

9A.02 It is agreed that provisions for an increase or decrease in the BAC Local #1 Group RSP 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.

ARTICLE 10 - CONSTRUCTION STABILIZATION & ADMINISTRATION FUND

- 10.01 This is a joint fund that recognizes the importance of collective bargaining and the responsibility of the parties towards positive labour relations. All employers who are bound by this Agreement through Accreditation, recognize their responsibility to contribute towards the cost of collective bargaining, either by membership in the CLRA or as a result of the principle Quantum Meruit.
- 10.02 The Fund shall be administered according to the terms of a joint Administration Agreement made between the Parties. It is agreed that the Union's portion of the Fund shall be devoted to the purposes permitted under s.53 (2) of the Trade Union Act of Nova Scotia.
- 10.03 As beneficiaries of the collective bargaining process and the work performed by the CLRA, all employers working under the terms of this Collective Agreement and benefiting thereby, must remit each month, by the tenth (10th) day of the following month, to the Construction Stabilization & Administration Fund an amount of twenty-three cents (\$0.23) for each hour worked in that month by any employee covered by this Agreement. This remittance shall be paid by cheque and made out in favour of the Construction Stabilization & Administration Fund, c/o the Administrator and remitted on or before the tenth (10th) day of the month following to:

Construction Stabilization & Administration Fund

Tile & Terrazzo Local 1

c/o the Administrator

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS B3B 1V9

- 10.04 No grievance instituted by either Party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to the arbitrability, including any objection based on whether an employer is a member of the CLRA or not, recognizing that all employers working under this Agreement benefit as a result of the collective bargaining process.
- 10.05 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Construction Stabilization & Administration Fund shall have the authority to utilize the arbitration procedures set forth herein for collection of delinquent accounts with respect to the contributions required 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.

ARTICLE 11 - VACATION AND HOLIDAY ALLOWANCE

- 11.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays.
- 11.02 Payment of the allowance shall be calculated and paid weekly as per Schedule “A” and Article 16.03.
- 11.03 Annual vacation will be taken at a time mutually agreed between the employer and the employee.

ARTICLE 12 - DESIGNATED HOLIDAYS

12.01 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.

- 12.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 13.07, for all hours worked at the request of the employer.
- 12.03 If work is required by an employee on any of these days, or on Saturday afternoon or Sunday, it will be paid for at double (2x) the straight time rate of pay for such work.
- 12.04 Labour Day shall be a paid holiday if the employee is on the payroll one (1) week before Labour Day and is available for work the last working day before the holiday and available for work the day after the holiday.

ARTICLE 13 – HOURS OF WORK & WORKING CONDITIONS

- 13.01 Eight (8) hours shall constitute a working day, and forty (40) hours a working week from Monday to Friday inclusive. All time worked in excess of this shall constitute overtime and shall be paid as provided for in 13.05 and 13.06 herein.
- 13.02 A working day shall be constituted as follows:
- From 8:00 a.m. to 12:00 Noon, and from 12:30 p.m. to 4:30 p.m., except for shift work as set out in 13.04 herein.
- 13.03 It is agreed where it is impossible to work between the hours of 8:00 a.m. and 4:30 p.m., night work shall be paid for at the rate of ten (10) hours for eight (8) hours of work performed. However, after five (5) consecutive days, the rate of nine (9) hours for eight (8) hours work shall be paid. When it is necessary to work three continuous shifts for concrete work, the following hours of work shall prevail:

8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 Midnight
12:00 Midnight - 8:00 a.m.

including one-half hour (1/2) on each shift for lunch, which shall be paid by the employer, but will be scheduled for the employees to permit the continuous pouring operation. Any employee working beyond his shift of eight (8) hours shall receive double (2x) time. A mutually agreed meeting between the Association(s) and the Business Manager or International Union Representative shall be held to discuss such shift work.

- 13.04 Where two (2) or three (3) shifts are worked at any time between 1:00 a.m. Monday and Midnight Friday of the same week, the employee shall be paid eight (8) hours for seven (7) hours work performed. No employee will be permitted to work more than one (1) shift in twenty-four (24) hours unless overtime rates are paid.
- 13.05 Overtime rates, exclusive of the above, shall be paid for at the rate of time and one-half (1-½x) from 4:30 p.m. to 8:00 a.m. of the same day, and double time (2x) thereafter.
- 13.06 Workmen shall not be required to report to contractor's shop or yard for the purpose of loading or driving loaded equipment for work prior to thirty (30) minutes before regular starting time.
- Should his services be required before this time, the mechanic will be paid for the time he reports to shop or yard in accordance with 13.02.
- 13.07 No work shall be performed on New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Remembrance Day, Labour Day, Thanksgiving Day or Christmas Day. However, if any emergency should arise and work must be done on any of these days, prior notice shall be given to the Union and double time (2x) shall be paid. The Union will be notified of the names and number of mechanics required and if there are any changes, the Union will be notified as soon as possible.
- 13.08 For all work covered by this collective agreement it is agreed that the employer and the union may agree on different rates, provisions and hours than those contained herein so as to increase the competitive position of unionized employers except that the employer shall make all Health & Welfare and Pension Fund contributions set forth in Article 7 – Employer Contributions on behalf of employees.
- 13.09 Hours worked on Saturdays, other than as make-up time, shall be paid as follows:
- | | | |
|--------------------------------------|---|--------------------|
| 1 st Four (4) hours | - | 1 ½x straight time |
| 5 th and subsequent hours | - | 2 x straight time |
- 13.10 Due to weather or job conditions Union members agree to work Saturday for the straight rate of pay to make up time lost during the period October 1st through to June 1st. Time not to exceed forty (40) hours in any one week.
- 13.11 The parties agree if on a specific job overtime rates of pay are paid by the owner or general contractor to the subcontractors, then the employer agrees that employees working on that specific project shall be paid overtime rates of pay under Article 13A – Normal Hours of Work and Overtime.

ARTICLE 13A – WORKING CONDITIONS – LIGHT COMMERCIAL, INSTITUTIONAL AND RESIDENTIAL CONSTRUCTION

Form of Agreement:

13A.01 The Collective Agreement between the Union and the CLRA, 2009-2012, dated July 6, 2009, with Articles 1 through 35, including Appendix “A”, Schedules “A” and “B” and Appendix “T” shall be considered the Master Agreement and shall be applicable to all relevant employers except as modified by this Article 13A – Working Conditions Light Commercial, Institutional, and Residential Construction.

Scope of Agreement:

13A.02 The working conditions described herein apply to Light Commercial, Institutional and Residential Construction as defined below:

1. Residential shall be defined as row houses, town houses, low-rise and high-rise apartments, motels or similar structures and shall include underground parking and recreation facilities where such facilities are for the exclusive use of the residence.
2. Stores, office building, schools, restaurants, law courts, filling stations, garages, hotels, banks, business offices, insurance agencies, theatres, municipal office buildings, fire stations, dairies, dry cleaners, car lots, markets, barber and beauty shops, health centres, hospitals, printing offices, depots, churches, swimming pools, recreation centres, bowling alleys, places of amusement, first aid stations, correctional facilities, funeral homes, shopping centres and other like structures or buildings not of an industrial or residential nature. This does not include offices, etc. located within plants or facilities of an industrial nature.
3. Article 13A shall terminate as of April 30, 2001. Jobs bid and awarded prior to the termination of Article 13A shall be completed according to the terms and conditions of Article 13A, unless the Parties agree to extend this Schedule.

Normal Hours of Work & Overtime:

- 13A.03A The normal workday is defined as the twenty-four (24) hour period beginning at 12:00 midnight.
- 13A.03B The normal hours of work shall consist of eight (8) hours per normal workday, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. Normal hours of work shall include a maximum of eight (8) hours on Saturday provided the total hours of work per week of the individual worker does not exceed forty-five (45) hours.
- 13A.03C The lunch period shall be one-half (½) hour duration midway through the shift 13A.03D. Should expediency require, the normal starting and quitting times and/or lunch period may be changed by mutual agreement between the employer and the employees on the job site and a written copy of the change in normal starting and quitting times and/or lunch period will be sent by the employer to the Union's office if such normal and quitting time extends beyond three (3) days duration.
- 13A.03D Premium rates of one and one-half (1½x) the regular rate shall be paid for all hours worked in excess of nine (9) hours per day and hours in excess of forty-five (45) hours per week.
- 13A.03E Due to weather and job conditions Union members may agree to work Saturday for the straight time rate of pay to make-up time lost during the week. Time not to exceed forty (40) hours in any one (1) week.
- 13A.03F Representatives of the Union may, at their discretion, further apply the Enabling Provisions of Article 31 to Article 13A – Light Commercial/Institutional and Residential Jobs less than one hundred thousand dollars (\$100,000.00) trade value under this Agreement as circumstances require. In addition, the Light Commercial/Institutional and Residential Job value of one hundred thousand dollars (\$100,000.00) trade value may be increased as deemed necessary under the Enabling Provisions of Article 31 and as decided by the Union.
- 13A.04G For Article 13A the rate of pay shall be as set forth on page 30 – Mechanic Wage Package.

ARTICLE 14 - MAINTENANCE OF WAGES

- 14.01 (A) Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque, it must be distributed before quitting time on Thursday. If payment is by cash or electronic deposit, 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.
- 14.01 (B) A clear statement of hours worked, rate of pay, total earnings, net earnings and deductions shall be given to employees on payday.
- 14.01 (C) Should employee's pay not be distributed as set out herein, the employee shall immediately notify the employer.
- 14.01 (D) When employee's pays are not distributed in a timely manner in accordance with Article 6, 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.
- 14.02 Whenever four (4) mechanics of the same classification are working on a single job, the foreman under the direction of the employer shall receive one-half (2) hour per day more. Whenever five (5) or more mechanics are required on any single job, the foreman shall receive one (1) hour per day more. The foreman must be a member of the Union.
- 14.03 Any member of the Union failing to receive his money on a regular pay day or within forty-eight (48) hours from time of his dismissal shall receive waiting time.
- 14.04 All members of the Union shall receive one (1) hour's notice with pay and vacation pay, or be paid regular pay for waiting time. A separation certificate shall be forwarded to the employee by the employer within seven (7) days.
- 14.05 The employee shall receive a cheque stub from each cheque or pay statement of earnings. If paid by cash, statement showing the contractor's name and address; the pay period covered, regular and overtime hours earned, employee's deductions, vacation pay and all deductions required by law.

ARTICLE 15 - ROOM AND BOARD ALLOWANCE

15.01 Any member of the Union who is required to work on such job or jobs beyond the limits set out in Article 17 shall be paid adequate room and board per working week. Travelling time shall not exceed eight (8) hours out of each twenty-four (24). It shall be understood that when a firm or contractor secures work outside of a local jurisdiction, he will employ members of the Union, if available.

15.02 Employees who are sent to a project where accommodations are required shall either have it provided by the employer or receive the following subsistence allowance:

| | |
|---------------------------|--|
| <u>July 6, 2009</u> | <u>ninety dollars (\$90.00) per day worked</u> |
| <u>May 1, 2010</u> | <u>ninety-five dollars (\$95.00) per day worked</u> |
| <u>May 1, 2011</u> | <u>one hundred dollars (\$100.00) per day worked</u> |

The employer shall decide to either provide adequate room and board or pay the above subsistence allowance at his option.

Or the employer may provide suitable accommodations and furnish twenty dollars (\$20.00) per day meal allowance.

15.03 All payments made to Union employees under Article 15 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. It shall be the responsibility of employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The employer shall make the forms available to each employee at the beginning of the project.

ARTICLE 16 – APPRENTICES & IMPROVERS

16.01 No Apprentice, or Improver shall be permitted to work until the last twelve (12) months of his apprenticeship, unless he is under the supervision and control of a bonafide marble, tile or terrazzo mechanic, except in special circumstances. Under no circumstance will he be sent out to a job alone. The Apprentice will not be allowed to work any overtime whatsoever except in cases where the Apprentice is working with a mechanic during the regular working week as set out in Article 13 and 13A. Overtime will not be allowed to interfere with the Apprentice’s education.

16.02 Apprentices shall be entitled to the same privileges as a Journeyman.

16.03 Rate of pay for apprentices or improvers shall be as set out below based on a number of months of employment in the trade:

| | |
|---------------------|-----------------------|
| 1st 12 months | 40% + 4% vacation pay |
| 2nd 12 months..... | 50% + 5% vacation pay |
| 3rd 12 months | 65% + 6% vacation pay |
| 4th 12 months..... | 85% + 7% vacation pay |

It is understood that the above table of wages applies to Apprentices or Improvers who are progressing in the trade towards the status of full Journeymen Mechanics. Both Parties recognize that there are employees who shall not attain the full status of Journeyman and upon the joint review of the Union and the employer, individual employees may be declared to be in the classification of Improver and shall be paid at seventy percent (70%) of the prevailing Journeyman rate.

16.04 On completion of apprenticeship of four (4) years, the qualifying Apprentice or Improver shall receive the Journeymen Mechanic’s rate of pay then in effect.

16.05 The first six (6) months of apprenticeship for Apprentices and Improvers recognized as a probationary period. During this period, the apprenticeship indentures may be annulled by mutual agreement of the Parties hereto.

**ARTICLE 16A – APPRENTICE AND IMPROVER WORKING
CONDITIONS**

- 16A.01 It is mutually agreed that three (3) Improvers may help a terrazzo mechanic in such manner as is normally required. Any additional Improvers may be employed on any job to do such work as may be necessary beyond the helping of a mechanic.
- 16A.02 At the employers request miscellaneous Helpers and Improvers will work up to nine (9) hours per day, Monday to Friday, at straight time, for a forty-five (45) hour work week.
- 16A.03 The Parties agree that in order to maintain the competitiveness of Contractors and Union members under this Agreement, there shall be contributions by the employer to the Health & Welfare Fund (Article 8) after two thousand (2000) hours. For Pension Fund (Article 9), there shall be no contributions for a period of two (2) years after the initial employment of an Apprentice or Improver under this Agreement.
- 16A.04 The Union agrees that the established Union working dues for Apprentices and Improvers working under this Agreement shall be set for the term of this Agreement at twenty dollars (\$20.00) per month, during the probationary period.
- 16A.05 It is understood and agreed by the Parties that all Apprentices and Improvers working under this Agreement shall make an application for membership in the Union after ninety (90) days of employment under this Agreement.

ARTICLE 17 – TRAVEL AND TERRITORIAL JURISDICTION

17.01 The territorial jurisdiction of the Collective Labour Agreement shall be Mainland Nova Scotia and shall also be subject to the following:

1. Free Zone - 1 to 80 kilometres travelled at employee's own expense from the employer's registered place of business
2. Travel Allowance over 80 kilometres to 150 kilometres:
July 6, 2009.....fifty-two cents (\$0.52) per kilometre

Thereafter, travel allowance shall be as per CRA calculations.

3. Over 150 kilometres - room and board supplied as per Article 16.

In the alternative, the employer has the option to provide the employee with adequate transportation instead of paying the travel allowance set out above.

ARTICLE 18 - JURISDICTIONAL DISPUTES

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 National Joint Board Building Trades Department, A.F.L. & C.I.O or its successor. 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 assignments 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 National Joint Board or its successor 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 - MAINTENANCE OF TOOLS

- 19.01 The helmet shall be supplied and owned by the employees.
- 19.02 The contractor agrees to supply cutting wheels for the tile setters cutting machine.
- 19.03 The employers agree that mechanics will be compensated for tools lost by fire.
- 19.04 The following equipment is part of the employer's equipment and must be furnished by him:
Mortar box, mortar boards, straight edges, tubs, hose, buckets, polishing rags, power tools,
also bits, plaster bowls and sponges, all when required.
- 19.05 All Mechanics and Apprentices shall have a complete set of tools.

ARTICLE 20 - SHOP STEWARD

- 20.01 No discrimination shall be shown against any Shop Steward for carrying out his duties. It is also agreed that the Union will advise the foreman of the appointment of a Shop Steward. The foreman will advise the Union before discharging a Shop Steward. The Shop Steward will be the second last to be laid off. The contractor and the Association will be notified in writing before the Steward is recognized.

ARTICLE 21 - MANAGEMENT RIGHTS

- 21.01 The Union agrees that the employer has the exclusive right to manage the business and to exercise such right without any restrictions save and except as are specifically set out in this agreement.
- 21.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the employer:
1. To determine the qualifications of employees, to select, transfer or assign work, promote, demote, lay off, discipline and discharge employees for just cause, and to increase the working force from time to time.
 2. To determine materials to be used, design of project facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment and the schedule of work.
 3. To establish rules and regulations to be observed by employees governing their conduct as such and the posting and notifying the International Union of such rules and regulations thereof. The employer recognizes that the International Union has recourse through the Grievance Procedure if it feels that the employer has exercised any of the foregoing rights contrary to the terms of the Agreement.

ARTICLE 22 - DISCRIMINATION

- 22.01 The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the respective signatory Union.
- 22.02 The parties agree that there will be no discrimination against any person because of sex, race, creed, colour, nationality, ancestry, place of origin, marital status, or age.
- 22.03 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

ARTICLE 23 - BREAK PERIOD

23.01 A ten (10) minute break shall be allowed morning and afternoon at the hour designated by the employer. It is agreed that the Union or employer, or both, shall discipline employees abusing or violating this clause. Every effort will be made to ensure as little disruptions of work as possible because of the Article. If coffee is taken, then it will be consumed at the place of work and one man shall be designated to deliver same.

ARTICLE 24 - SAFETY

24.01 It is mutually agreed by both parties that they shall abide by the Nova Scotia Occupational Health & Safety Act or the appropriate provincial, federal regulations, whichever may have jurisdiction.

24.02 The following provisions shall apply to all employees, whether they are reporting for work or are already employed on a project.

24.03 Certifications:

Employees shall be responsible for ensuring they possess all Health and Safety related required certifications (e.g. Workplace Hazardous materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the employer upon request.

24.04 Personal Protective Equipment:

Employees shall be responsible for personally providing and utilizing the following, as required by the Occupational Health & Safety Act and Regulations:

- (a) Clothing suitable for protection against the natural elements to which they may be exposed, and
- (b) All such personal protective equipment generally regarded as being the responsibility of the employee. Such personal protective equipment shall include, but not be limited to, Canadian Standards Associations (CSA) approved; gloves safety headgear, and steel toed safety footwear
- (c) Employers shall be permitted to refuse work to any employee who does not fulfill such provisions as stipulated in 24.04 (a) above.
- (d) If any employee is refused work in accordance with Article 24.04 (a), the employer shall be required to pay the employee only for actual time worked, if any.

ARTICLE 25 - CHECK-OFF

25.01 The employer agrees to deduct from the pay of each employee the monthly dues as stipulated by the Union, providing written authorization (check-off cards) have been received by the employer.

Such dues shall be deducted from the first pay of each month and be remitted to the financial secretary of the Local Union not later than the tenth (10th) day of said month. Such payment shall be accompanied by a list of names of employees from whom the deductions were made.

25.02 The employer agrees to deduct initiation fees, assessments or fines from the first pay period of each month and shall be remitted to the Local Union not later than the 10th day of the said month. Initiation fees are to be collected at the rate of ten dollars (\$10.00) per working day until such initiation fees are fully paid; Journeymen not in the Union are to pay initiation fees of twenty dollars (\$20.00) per day.

25.03 The apprentices and Improvers shall have a ninety (90) day probationary period prior to becoming a member of the Union, unless the employer and employee mutually agree to shorten this period. The employer must notify the Union immediately upon hiring such Workers.

This period to be calculated from the beginning of employment in the trade, and only time spent actually working for an employer unionized by Brick & Tile Local 1 to count for the ninety (90) days. The probationary periods does not apply to Mechanics, Helpers, Improvers or Apprentices who have previously worked in the trade, but only applies to Bona Fide new entrants to the trade who are working for the first time.

A Helper who is not, and shall not become an Apprentice, shall be paid a wage rate of not less than:

.....twelve dollars and fifty cents (\$12.50) plus four (4) percent vacation pay per hour

25.04 If the employer, after receiving written authorization (check-off cards) of the employees, does not deduct the dues, assessments, initiation fees or fines, he shall be liable for payment of same.

25.05 Union members performing work on Mainland Nova Scotia who are members of I.U.B.A.C. Locals other than Local 1 - NS shall pay transient working dues of one dollar fifty cents (\$1.50) for each hour worked. These funds are to be remitted by the employer to:

International Union of Bricklayers & Allied Craftworkers, Local 1
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

no later than the 15th of the month following the month worked.

ARTICLE 26 - UNION SECURITY

- 26.01 The employer agrees that it shall be a condition of employment for all employees as defined above to be a member of and to maintain membership in good standing in the Union during the term of this Agreement.
- 26.01A The employer agrees to give hiring preference to Union members who reside in the local area, provided such members are competent and qualified in the trade, and available for work.
- 26.02 The employer will cooperate with the Union in providing employment of their members, and the Union agrees to assist the employer by all means in its power to secure and supply skilled and competent craftsmen. If any employee is engaged by the employer, he shall be informed by the employer that it is a condition of employment that, unless otherwise provided for in the Agreement he shall make application forthwith and shall become a member of the Local Union within ninety (90) days from the date of his engagement.
- 26.03 Newly hired employees shall provide the employer with a referral slip (copy attached) within ten (10) working days of commencement of employment.
- 26.04 The authorization shall provide for the deduction of the regular dues advanced from the pay each week of the employee, or at such other period as may from time to time be agreed to between the employer and the Union as per referral slip number 647 (sample attached hereto.)
- 26.05 Subject to site regulations (as specified by an owner and/or General Contractor) the Business Manager or his designated representative may have access to a job site provided twenty-four (24) hours notice is given to the Company's office and to the company representatives on site and provided that the representative of the Union shall not in any way interfere with or delay the progress of work on site.

ARTICLE 27 - DISPUTES

- 27.01 No Party to this Agreement shall initiate any legal action against any other Party to this Agreement arising out of non-fulfilment or violation of this Agreement without first exhausting all procedures for remedial settlement as set out herein.
- 27.02 No employees shall be required to cross any legal picket line or continue to work at any work site when a picket line is established in association with any legal strike.

ARTICLE 28 - SUB-CONTRACTORS

- 28.01 When the employer chooses to sub-contract work, it is agreed that where a sub-contractor is not in contractual relations with a Local Union named herein, such sub-contractors will be required to abide by the terms and conditions of this Agreement. The Union must be notified of any subcontracts prior to commencement of said work.

ARTICLE 29 - PRODUCTIVITY & WORKMANSHIP IMPROVEMENT COMMITTEE

- 29.01 The Parties agree that within thirty (30) days after the effective day of this Agreement they shall implement and put in place a joint committee named the Productivity & Workmanship Improvement Committee (Committee).
- 29.02 The Committee shall be made up of equal representation from the Union and masonry contractors with a minimum of one individual from each. Each member may designate an alternative member.
- 29.03 The objectives of this Committee are:
- (A) The fundamental strength of the unionized sector in the construction industry is the high level of productivity and workmanship of the tradesman and contractor. The Committee shall work together to promote and maintain this high standard of productivity and workmanship in the tile and terrazzo trade on construction sites in compliance with all existing legislation and regulations of the Province of Nova Scotia and in cooperation with existing union and management committees in place.
 - (B) The Committee shall monitor the ongoing activity and progress and effectiveness of government legislation as well as the work of existing joint construction committees. If, in the opinion of the Committee, the existing legislation and joint committees fail to properly address and improve productivity and workmanship in the tile and terrazzo industry, then the Committee will move to implement its own program to maintain and improve workmanship and productivity in the tile and terrazzo industry. In order to implement the program the Committee shall make representation to the Provincial Apprenticeship Advisory Board.
 - (C) The Committee will receive productivity and workmanship reports from the Union and employers and review all reports received. The Committee will, after reviewing all reports, assess the productivity standards in each case and recommend procedures to improve productivity and workmanship in all cases to both employers and tradesmen.
 - (D) Either Party to this Agreement may make a written request for a meeting of the joint Committee and the Committee shall meet with seven (7) calendar days from the receipt of such a request.

The Parties agree that should the Committee determine that insufficient progress has been made in the area of workmanship and productivity improvement by October 2000, then the Parties shall move to enact amendments to secure such improvements as recommended by the Committee.

ARTICLE 30 - TILE & TERRAZZO LOCAL 1 TRAINING FUND

- 30.01 Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Union Local 1.
- 30.02 All employers who do not make the full contribution twenty-three cents (\$0.23) for each hour worked by all of the employees of the employers covered by this Agreement as set forth in Article 10 to the Construction Stabilization & Administration Fund shall make contributions to the Bricklayers Local 1 Training Fund in the amount of twenty-three cents (\$0.23) for each hour worked in that month by any employee covered by this Agreement to the Tile & Terrazzo Local 1 Training Fund forwarded to the following address:

Tile & Terrazzo Local 1 Training Fund
14 McQuade Lake Crescent, Suite 203
Halifax, NS B3S 1B6

Employers referred to under this clause shall pay the monetary amounts set forth in monetary Table "B" in Schedule "A" of this Agreement.

- 30.03 The Tile & Terrazzo Local 1 Training Fund will be jointly Trusteed with equal representatives from both parties to this Agreement.
- 30.04 If the Tile & Terrazzo Local 1 Training Fund ceases to function the remaining funds shall be applied to the General Fund.
- 30.05 The Parties hereto agree that either Party, pursuant to an agreement establishing the Tile & Terrazzo Local 1 Training Fund shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts with respect to contributions required pursuant to Article 30.02. Any arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- 30.06 Responsibilities and liabilities of collection shall be outlined in the Declaration of Trust Agreement establishing the Tile & Terrazzo Local 1 Training Fund.

ARTICLE 31 – ENABLING

- 31.01 It is recognized that from time to time certain terms and conditions of employment for Local 1 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 work in a manner that is deemed to be prudent.
- 31.02 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.).
- 31.03 Where this Committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 31.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have one (1) representative from each of the Parties to this Agreement, employer (or the employers Agent) and the Union Representative. 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 unonized sector under this Article.
- 31.05 Employer members of the Tile & Terrazzo Trade Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.
- 31.06 Enabling provisions and Job Targeting Rules and Procedures as established by the Parties and the Enabling Committee are attached herewith as Appendix “T” of this Agreement.

ARTICLE 32 - MAJOR INDUSTRIAL PROJECTS

DEFINITIONS

32.01 **Major Industrial Projects** shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00).

1. Heavy water plants
2. Oil and gas refineries
3. Pulp mills
4. Petro-chemical plants
5. Automobile manufacturing plants
6. Rubber plants (such as Michelin)
7. Steel mills
8. Metal producing facilities
9. Power generating projects
10. Ore reduction plants and Smelters

32.02 The parties may meet and agree to different terms and conditions to apply on a given project falling under Article 32w.01 should special conditions so require.

32.03 **WORKING CONDITIONS FOR MAJOR INDUSTRIAL PROJECTS, AS DEFINED IN ARTICLE 33.01**

- (i) 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 time. When two Designated Holidays fall within the same week, then overtime shall be calculated after twenty-four (24) hours for that week.
- (ii) For jobs that do not fall under the definition of major industrial projects, the working conditions shall be set forth in Article 13 & 13A Hours of Work and Overtime, and Article 18 Travel.

- 32.04 The Parties recognize that in a major project, the CLRA, the employer, and the Unions have mutual interest in the rules governing the performance of the work on the site. It is agreed that Site Rules & Regulations will be prepared and distributed among the employees on the job, by the employer, provided such rules do not conflict or contravene terms of this Agreement.

It is agreed by the Union, that all employees covered by this Agreement shall be made aware of these Site Rules & Regulations by the employer at the time of their hire and that they shall be bound by them through out the duration of their employment.

It is further agreed that violations of these Site Rules & Regulations is just cause for the disciplinary action as specified in the Site Rules.

Site Rules, if used, shall be included in any mark-up meeting held under this Agreement and each employee shall be given a copy of these Site Rules & Regulations to read and sign upon hiring.

- 32.05 The Parties agree that in the event that there is a strike or lock-out in the Commercial or Industrial sector of the construction industry in the Province during the duration of the Major Project, the strike or lock-out shall not affect the Major Project and the employer shall continue to be entitled to hire and lay off workers under the Agreement in accordance with the normal practices as determined by the manning requirements of the work in progress, on the site, but there shall be no coordinated layoffs, terminations, separations, resignations or rehiring by the Union or the employer in order to circumvent the consequence of any strike or lock-out that may take place outside the Project site.

ARTICLE 33 – SUBSTANCE ABUSE TESTING

- 33.01 The parties agree that it is the best interests to all concerned to promote a safe working environment. Accordingly, the Union has no objection to pre-employment and post-incident substance abuse testing. The cost of such testing is to be paid for by the employer. Should an individual test positive, such is cause for immediate dismissal. The employer is responsible to notify the Union of an employee testing positive.

ARTICLE 34 - TERM OF AGREEMENT

- 34.01 All articles of this Agreement and Appendices hereto shall remain in full force and effect from July 6, 2009, until and including the termination date of April 30, 2012, and from year-to-year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than thirty (30) days prior to April 30, 2012, or April 30th in any subsequent year, of the Party's desire to change, add to or amend this Agreement. In the event no such notice is given by either Party, this Agreement will remain in effect from year to year.
- 34.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of Nova Scotia.

ARTICLE 35 - SIGNATORIES

- 35.01 This Agreement signed this 28th day of August, 2009.

SIGNATORIES FOR:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

DENNIS HARTLEN

ALLAN STAPLETON

**INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS, LOCAL UNION 1**

WYMAN JORDAN

HANS WOLF

NANCY CANALES
WITNESS

APPENDIX "A"

TILE & TERRAZZO – LOCAL 1
TILE & TERRAZZO TRADE CLASSIFICATION

- Central Tile & Terrazzo Co. Ltd.
- Nova Tile & Marble Limited
- Ralph Connor Company Limited

SCHEDULE "A"

BETWEEN:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

- AND -

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS

LOCAL UNION 1

(hereinafter referred to as the "Union")

COMMERCIAL WAGE PACKAGE:

| Date | Rate | V & H 8% | H & W | Int. Pension | Local 1 Group RSP | Stabilization/ Admin Fund | Total |
|---------------------|----------------|---------------|---------------|-----------------|----------------------|------------------------------|----------------|
| <u>June 1, 2009</u> | <u>\$22.68</u> | <u>\$1.81</u> | <u>\$1.85</u> | \$1.50 | \$3.00 | \$0.23 | <u>\$31.07</u> |
| <u>July 6, 2009</u> | <u>\$23.60</u> | <u>\$1.89</u> | \$1.85 | \$1.50 | \$3.00 | \$0.23 | <u>\$32.07</u> |
| <u>May 1, 2010</u> | <u>\$24.48</u> | <u>\$1.96</u> | <u>\$1.90</u> | \$1.50 | \$3.00 | \$0.23 | <u>\$33.07</u> |
| <u>May 1, 2011</u> | <u>\$25.41</u> | <u>\$2.03</u> | \$1.90 | \$1.50 | \$3.00 | \$0.23 | <u>\$34.07</u> |

INDUSTRIAL WAGE PACKAGE:

| Date | Rate | V & H 8% | H & W | Int. Pension | Local 1 Group RSP | Stabilization/ Admin Fund | Total |
|---------------------|----------------|---------------|---------------|-----------------|----------------------|------------------------------|----------------|
| <u>June 1, 2009</u> | <u>\$25.01</u> | <u>\$2.00</u> | \$1.85 | \$1.50 | \$3.00 | \$0.23 | <u>\$33.59</u> |
| <u>July 6, 2009</u> | <u>\$25.94</u> | <u>\$2.07</u> | \$1.85 | \$1.50 | \$3.00 | \$0.23 | <u>\$34.59</u> |
| <u>May 1, 2010</u> | <u>\$26.81</u> | <u>\$2.15</u> | <u>\$1.90</u> | \$1.50 | \$3.00 | \$0.23 | <u>\$35.59</u> |
| <u>May 1, 2011</u> | <u>\$27.74</u> | <u>\$2.22</u> | \$1.90 | \$1.50 | \$3.00 | \$0.23 | <u>\$36.59</u> |

If the Union decides to divert a larger portion of the Monetary Increase into Pension, Health & Welfare it will be diverted from the increase.

Apprentices and Improvers shall receive a percentage of the Total Monetary Increase after diversions to Health & Welfare and Pension, according to their existing Apprenticeship Percentage rate.

Amendment #1 – May 1, 2010

SCHEDULE "B"

SAMPLE - "Referral Slip"

Local No.: _____ No. XXX

Contractor: _____ Date: _____

Job Site & Address: _____

Brother's Name and I.U. Number: _____

Business Agent _____

CHECK OFF DUES AUTHORIZATION

Date: _____

To (Name of Employer): _____

I hereby authorize you to deduct from my wages and pay to the International Union of Bricklayers and Allied Craftworkers, Local 1 fees in the following amounts:

- 1. Initiation Fee \$ _____
- 2. Monthly Dues \$ _____
- 3. Dues in Arrears \$ _____
- 4. Assessment, Fines \$ _____

I agree that the amounts to be deducted at the rate per working day are as set out in Article 25.

Signature: _____ Date: _____

APPENDIX “T”

**TILE & TERRAZZO LOCAL N° 1
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. The Tile & Terrazzo Local N° 1 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 N° 468-3705) in writing whether it grants or does not grant the targeting application no later than twenty-four (24) hours before the job closing. 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.

TILE & TERRAZZO LOCAL NO. 1 JOB 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 31 of the Tile & Terrazzo Local No. 1 Agreement currently in force.

Project: _____

Owner: _____

Location: _____

Tender Closing Date: _____ Tile & Terrazzo Man Hours: _____

Start Date: _____ Completion Date: _____

KNOW BIDDERS

Table with 2 columns: UNION, NON-UNION and 6 rows.

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 and Travel: _____
3. Other Relief: _____

I understand and agree that all other terms and conditions including a payment of Vacation, Health & Welfare, Pension and the Construction Stabilization Administration Fund, as well as other terms and conditions shall be paid as per the current Collective Bargaining Agreement.

Contractor Representative

(UNION LETTERHEAD)

**FAX TRANSMISSION FORM – RESPONSE TO JOB TARGETING APPLICATION
ARTICLE 31 – ENABLING COMMITTEE TILE & TERRAZZO LOCAL NO. 1**

DATE APPLICATION RECEIVED: _____ DATE OF REPLY: _____

**TO: NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS
ASSOCIATION LIMITED**

ATTN: CLRA STAFF FAX NO.: 468-3705

FROM: TILE & TERRAZZO LOCAL UNION 1

PROJECT TYPE & LOCATION _____

JOB TARGETING & ENABLING RATES AND CONDITIONS:

| Hr. Rate | V. & H. (8%) | H. & W. | Int. Pension | Local 1 Group RSP | Admin./Stab. Fund | Total Package |
|-----------------|-------------------------|--------------------|---------------------|--------------------------|--------------------------|----------------------|
| | | | | | | |

HOURS OF WORK & OTHER PROVISIONS:

Unless specifically indicated below, all other terms and conditions will be as per the current Tile & Terrazzo Collective Agreement No. 1. The above noted target rates are granted under Article 31 – Enabling Committee for the following applicant Contractors:

**Wyman Jordan, Business Manager
Tile & Terrazzo Local No. 1, Halifax**

DATE: _____ JOB TARGET NOT GRANTED: _____