

**BRICKLAYER AGREEMENT MAINLAND NOVA SCOTIA
A COLLECTIVE LABOUR AGREEMENT
2009 - 2012**

BETWEEN:

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

On behalf of each of its members as outlined under Appendix "A" hereof, or future members who have or will authorize the CLRA to negotiate and conclude a Collective Agreement on their behalf and all other unionized employers who are bound by this Agreement through accreditation

260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9
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&

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL 1, NOVA SCOTIA**
(hereinafter referred to as the "Union")

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Definitions of terms required for interpretation of this Agreement are shown in Schedule "A" attached hereto and forming part hereof

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

EFFECTIVE DATE: July 17, 2009
EXPIRATION DATE: April 30, 2012

Amendment #1 – May 1, 2010

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment for the Industrial and Commercial sector of the construction industry.
- 1.02 Recognize 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.

ARTICLE 1A - MAJOR INDUSTRIAL PROJECTS

DEFINITIONS

- 1A.01 (A) **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
- (B) **Shutdowns** shall be defined as work taking place on an industrial site when it is necessary to halt or reduce production in order for the work to take place.
- (C) **Refractory** work shall be defined as the new installation or repair of refractory work on an industrial site.
- 1A.02 The parties may meet and agree to different terms and conditions to apply on a given project falling under Article 1A should special conditions so require.

1A.03 **WORKING CONDITIONS FOR MAJOR INDUSTRIAL PROJECTS,
SHUTDOWNS AND REFRACTORY WORK AS DEFINED IN
ARTICLE 1A.01 (A), (B) AND (C):**

- (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 shutdown, refractory work or major industrial projects, the working conditions shall be set forth in Article 18 Hours of Work and Overtime, and Article 21 & 22 Travel.

1A.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.

1A.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 1B - COMMERCIAL/INSTITUTIONAL AND RESIDENTIAL
NEW CONSTRUCTION OVER ONE HUNDRED THOUSAND DOLLARS
(\$100,000.00) BRICKLAYER/MASONRY VALUE CONSTRUCTION (MAN
HOURS AND MATERIALS)**

- 1B.01 Commercial/Institutional (New) shall be described as work within the Scope of Work Clause of the Standard Agreement on new or renovation projects as described herein:
(a) Stores, office buildings, 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.
- 1B.02 **Rates for work performed under Article 1B shall be those set out in Appendix “B” herein.**

**ARTICLE 1C - LIGHT COMMERCIAL, INSTITUTIONAL AND
RESIDENTIAL CONSTRUCTION LESS THAN ONE HUNDRED
THOUSAND DOLLARS (\$100,000.00) BRICKLAYER/MASONRY VALUE
CONSTRUCTION (MAN HOURS AND MATERIALS)**

The rates and conditions under this category shall apply to Light Commercial, Institutional and Residential Construction Jobs which have an original accepted tender amount of less than one hundred thousand dollars (\$100,000.00), Bricklayer/Masonry value construction, man-hours, and materials. All unionized employees working on jobs defined in this Article shall receive the benefit contributions under this Agreement in addition to the basic hourly rate. The employer agrees to provide the Union with the accepted tender amount.

This Article shall apply to the defined jobs less than one hundred thousand dollars (\$100,000.00) set out above:

- 1) **Residential less than one hundred thousand dollars (\$100,000.00):**
Residential shall be defined as single and semi-detached houses, 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) **Commercial, Institutional less than one hundred thousand dollars (\$100,000.00):**
Stores, office buildings, 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) **Working conditions for Article 1C shall be as set out in Article 18A. Rates shall be as set out in Appendix "C".**

ARTICLE 2 – FUNCTION OF THE UNION

- 2.01 The Union represents that it has complete and final authority to bargain with the employer on behalf of the employees whom it represents, and to administer this Agreement and settle any matters of dispute, which may arise between the employer and the Union.

ARTICLE 3 - RECOGNITION

- 3.01 The employer and CLRA recognizes the Union as the sole collective bargaining agent for journeymen and apprentice bricklayers, stonemasons, cement or concrete block layers in the construction industry within the territorial jurisdiction of the Union Local #1.
- 3.02 The Union agrees to recognize the CLRA as the exclusive bargaining agent for its members designated herein and other unionized employers of the trade covered by Accreditation Order No. L.R.B. 392C dated January 29, 1976, covering Mainland Nova Scotia.
- 3.03 The employer recognizes that the Union jurisdiction is claimed to include journeymen bricklayers, all air barrier and insulation in the cavity wall, fire brick refractory workers, stone masons, miscellaneous helpers, pointers, caulkers, cleaners, cement or concrete block layers, brick pavers, (apprentices and improvers in all branches of the industry) within the Mainland of Nova Scotia, for whom the Union is authorized to bargain, or whom it contemplates employing in such capacities within the said Province.
- 3.04 In order to bind non-CLRA employers to the provisions of this Agreement, the Union will file any Letter of Agreement/Recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act and copy of the Association with same. Such employers are required to sign a compliance agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 The employer agrees that it shall be a condition of employment for all employees employed in the trade as outlined in this Collective Agreement to be a member of and maintain membership in good standing in the International Union of Bricklayers and Allied Craftsmen.
- 4.02 The Union will cooperate with the employer in providing employment for their members and the Union agrees to assist the employer by all means in its power to secure and supply skilled and competent craftsmen.
- 4.03 When an employer hires an employee in the trade, he shall be informed by the employer that it is a condition of his employment that, unless otherwise provided for in writing by the Union, he shall make an application to become a member of the Local Union within seven (7) days from the date of his employment.
- 4.04 It is agreed that tradesmen and other employees covered by this Agreement shall work for only one (1) contractor at any one time and shall not perform additional work while in the employ of such contractor. Employees violating this shall be disciplined by the Union and/or the employer as provided in Article 6 herein.
- 4.05 It is agreed that the employer and the union affected may agree on different provisions than those contained herein on hours of work and wage rates so as to increase the competitive position of unionized employers in residential work.
- 4.06 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 pursuant to Article 4.03 and shall become a member of the Local Union within thirty (30) days from the date of his employment, except for Probationary Workers who shall make application after thirty (30) days of employment.
- 4.07 If the Local Union does not supply sufficient qualified and competent tradesmen within forty-eight (48) hours or two (2) working days, then the employer may secure men from any available source subject to the provisions of Article 3.
- 4.08 All Union members who report to work must furnish a Union referral slip (attached in Appendix “D”) within ten (10) working days of starting work. The Union, when requested, may fax referral slips directly to the employers’ offices.

- 4.09 All employees being hired by the employer shall obtain a referral slip from the Union.
- 4.10 In the old Local 3 territorial jurisdiction, there shall be fifty percent (50%) local area hires (name hire) until such time as the local list is exhausted. Old Local 3 consists of Colchester County, Cumberland County, Pictou County, Antigonish County and Guysborough County.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 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.
- 5.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the employer:
- (a) To determine qualifications of employees, to transfer, hire, assign work, promote, demote, layoff, discipline and discharge employees for just cause, and to increase or decrease the working force from time to time.
 - (b) To determine materials to be used, design of projects, facilities and equipment required, too prescribe tools, methods of performing work and the location of equipment and the scheduling of work.
 - (c) To establish rules and regulations to be observed by employees governing their conduct as such and the posting and notifying the Union of such rules and regulations thereof.
- 5.03 The employer recognizes that the Union has recourse through the Grievance Procedure if it feels that the employer has exercised any of the foregoing contrary to the terms of this Agreement.

ARTICLE 6 – EMPLOYER SECURITY

- 6.01 The Union agrees that employee members of the Union shall only work for one (1) unionized contractor at any one time and shall not perform any additional work while in the employ of such contractor. employees violating this shall be disciplined according to the Bylaws of Local 1, I.U.B.A.C.
- 6.02 Union members shall not work for any non-unionized employer unless it is as part of an organizing campaign. Members in breach of this provision shall be liable to a fine of not less than \$250.00 for each day worked.
- 6.03 The Union shall notify the CLRA if there is an organizing campaign.
- 6.04 Fines levied pursuant to Article 6.02 shall be payable to the Nova Scotia Construction Labour Relations Association Limited.

ARTICLE 7 – JURISDICTION OF THE AGREEMENT

- 7.01 This Agreement covers all restoration and installation of masonry and refractory work in the construction industry and work utilising material to replace masonry in the territorial jurisdiction of the Union Local 1.
- 7.02 Special terms and conditions shall be agreed to for refractory work.

ARTICLE 8 – UNION REPRESENTATIVE, BUSINESS AGENT, JOB STEWARD

- 8.01 It is agreed that the Business Representative and the International Representative of the Union may make arrangements with both the Superintendent and owner in order to obtain access to any project to deal with any complaint or grievance which may arise, or to conduct normal Union business with Union members on the job, provided that such visits do not interfere with the work of the project. The Union may appoint a Job Steward from the employees regularly working on the job. The appointment of such Job Steward will be discussed with the Job Superintendent and consideration given to his recommendations with respect to the employees being considered. The Union will notify the employer in writing of the name of the Job Steward appointed. It will be the duty of the Job Steward to protect the interests of the Union and the employer and to assist in the processing of grievances.
- 8.02 The Job Steward, if feasible and fair, shall work all overtime. He shall not suffer any discrimination or punitive measures for representing the employees and expressing their wishes. He shall have permission of the employer to endeavour to settle grievances during his normal working day without loss of pay.

ARTICLE 9 – JOINT CONFERENCE BOARD

- 9.01 A board, consisting of two (2) members from each Party of this Agreement, shall be set up within one (1) month from the signing of this Agreement and, if necessary, shall meet quarterly thereafter, or more frequently if deemed necessary.
- 9.02 The purpose of these meetings is to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved.

ARTICLE 10 – STRIKES AND LOCKOUTS

- 10.01 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 construction work of the employer for the duration of this Agreement.
- 10.02 The employer agrees that there will not be any lockout of employees during the term of this Agreement.

ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION

The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

11.01 Any matter to or involving:

- 1) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- 2) A violation or any allegation of a violation of the Collective Agreement.
- 3) Working conditions; or
- 4) A question whether a matter is arbitrable may be the subject of a grievance.

11.02 1) Any such matter constituting a grievance must be filed in writing by the Union with the employer, or by the employer with the Business Manager or Union Representative within seven (7) working days, excluding Saturday, Sunday and Statutory Holidays of the occurrence of the event giving rise to the grievance.

2) The grievance must be filed and discussed with the employer's Representative and the Business Manager or Union Representative.

3a) In the event that the Parties, (the Unions and the employers' Representative) are unable to agree on the appointment of an individual Arbitrator, and the terms of reference of the Arbitrator including hearing and decision dates and upon such agreement by the Parties, the time limitation for the hearing of the Arbitrators may be extended.

3b) The Parties being aware of the high cost of arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolutions Procedures as appropriate in the resolution of Disputes.

4) Failing settlement, the grievance may then be settled in a manner provided by Section 107 of the Trade Union Act, Chapter 45, R.S.N.S. 1989, as amended.

- 11.03 The Parties agree arbitration cases should be decided on the merits so that the dispute may be finally and fairly resolved with simplicity and dispatch.
- 11.04 The Parties further agree that an Arbitrator appointed under the terms of this Collective Agreement has the power to relieve against time limits, and each grievance before the Arbitrator shall be determined on its merits.
- 11.05 The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement, or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.
- 11.06 The decision of the Arbitrator is to be complied with, immediately upon receipt by the Parties.
- 11.07 Arbitrators shall wherever possible, be mutually agreed upon.

ARTICLE 12 – SAFETY

- 12.01 In cooperation with the employer's overall program of safety programme, it is expected that the Job Stewards will report to the Foreman for immediate corrective action any unsafe conditions, unsafe acts or violations of standard safety regulations or the applicable Nova Scotia Occupational Health & Safety Act and other applicable legislation.
- 12.02 Every employee shall, as a condition of employment, be required to own and wear a safety helmet of an approved type. Helmets may be purchased from contractors at cost.
- 12.03 Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal equipment required by the Occupational Health and Safety Act Regulations, and by the Employer's Safety Programme. This does not include special protective clothing where an employee is required to work under abnormal conditions or during inclement weather. Under such conditions the special protective clothing required shall be supplied by the contractor.

ARTICLE 13 – CLOTHING, SHELTER, TOOLS AND EQUIPMENT

- 13.01 Adequate locked quarters, heated when necessary, shall be provided for members of the Union to change clothes and eat lunch. Such quarters to be kept clean and no equipment shall be stored in said quarters while men are on job. The Shop Steward shall have a key, which will be kept, in the office after working hours.
- 13.02 The employer shall provide the following items of equipment and/or clothing when weather and working conditions require their use:
- (a) oilskins/weather clothes;
 - (b) safety goggles and ear plugs;
 - (c) safety harnesses with proper safety lines. At option of employee, employee may own/supply own harness and lanyards.
 - (d) Inspections of the harnesses are the responsibility of the employer.
- 13.03 When a crane operator's view is obstructed, the employer will supply an employee who understands proper signals to direct the crane operator. The employee will be a member of the Union. Must comply with Nova Scotia Safety regulations.
- 13.04 Tools and equipment supplied by the employer shall be issued to an individual employee who shall sign for them and be financially responsible therefore until returned to the tool room and signed card returned to the employee.
- 13.05 Tools, materials and equipment can be unloaded during a strike and necessary arrangements made for the protection thereof. All tradesmen to have a complete set of hand tools to perform work for which he is hired.
- 13.06 Employees' tools, if stolen or burned while under the protection of the employer's lock and key, shall be replaced by the employer upon reasonable proof of loss.

ARTICLE 14 – JURISDICTIONAL DISPUTES

- 14.01 A mark-up meeting will be held on major projects with each contractor not later than the commencement of the contractor's work on all major 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 assignment on paper to all parties.
- 14.02 In the event such jurisdictional dispute cannot be settled on a Local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 52 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.
- 14.03 The employer shall not be held responsible for any costs and damages arising out of any claims disputes or damages under this Article.

ARTICLE 15 – DESIGNATED HOLIDAYS

15.01 The following days shall be considered holidays:

New Year's Day	Thanksgiving Day	Good Friday
Christmas Day	Victoria Day	Boxing Day
Canada Day	Remembrance Day	Labour Day

15.02 If the employee is called out to work on Labour Day, he shall be paid at double his straight time rate of pay (2x). This includes pay for the holiday.

CALENDAR YEAR 2009	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Victoria Day	Monday May 18, 2009	Same
Canada Day	Wednesday July 1, 2009	Same
Labour Day	Monday September 7, 2009	Same
Thanksgiving Day	Monday October 12, 2009	Same
Remembrance Day	Wednesday November 11, 2009	Same
Christmas Day	Friday December 25, 2009	Same
Boxing Day	Saturday December 26, 2009	Monday December 28, 2009
CALENDAR YEAR 2010	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2010	Same
Good Friday	Friday April 2, 2010	Same
Victoria Day	Monday May 24, 2010	Same
Canada Day	Thursday July 1, 2010	Same
Labour Day	Monday September 6, 2010	Same
Thanksgiving Day	Monday October 11, 2010	Same
Remembrance Day	Thursday November 11, 2010	Same
Christmas Day	Saturday December 25, 2010	Monday December 27, 2010
Boxing Day	Sunday December 26, 2010	Tuesday December 28, 2010
CALENDAR YEAR 2011	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Saturday January 1, 2011	Monday January 3, 2011
Good Friday	Friday April 22, 2011	Same
Victoria Day	Monday May 23, 2011	Same
Canada Day	Friday July 1, 2011	Same
Labour Day	Monday September 5, 2011	Same
Thanksgiving Day	Monday October 10, 2011	Same
Remembrance Day	Friday November 11, 2011	Same
Christmas Day	Sunday December 25, 2011	Monday December 26, 2011
Boxing Day	Monday December 26, 2011	Tuesday December 27, 2011
CALENDAR YEAR 2012	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2012	Monday January 2, 2012
Good Friday	Friday April 6, 2012	Same

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.

ARTICLE 16 – SANITATION AND SAFETY

- 16.01 Employees shall be paid by cheque during the regular working hours of Thursday each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. Employees shall be paid in a sealed envelope.
- Pay may be made by way of direct deposit provided pay stubs (including a full statement of hours worked, Pension & Benefit and all contributions) are issued to employees on Thursday.
- 16.02 There shall be a clear statement of all earnings and deductions on each employee's payroll slip. All employers shall include a full statement of employer contributions.
- 16.03 In the event the Pension or Welfare Plan is discontinued or other Union funds for any reason whatever, the contributions shall be added to the hourly rate and become part of the wage package.
- 16.04 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 16.05 When pays are not distributed on Thursday in accordance with this Article the employees shall be allowed one-half (1/2) hour (paid) for banking purposes on Friday. Should the employee not be paid until Monday of the following week, the employee shall receive one (1) days pay at the basic hourly rate for each working day until the day the pay is received.

ARTICLE 17 – WEEKLY PAY

- 17.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations.
- 17.02 Safety hat, winter liners when required, must be worn by all employees on the jobsite at all times; same to be supplied by the employer.
- 17.03 Both Parties agree to abide by the Nova Scotia Occupational Health & Safety Act and other applicable legislation. It will be the responsibility of the Union and the employer to see that these regulations are carried out. Except where it is the responsibility of the prime contractor, toilet facilities shall be made available and water flush toilets, when are where available, where practicable, after nine (9) employees are working on a job site for more than two (2) weeks, will be made available.
- 17.04 Adequate quarters shall be provided on all jobs for employees to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. There shall be separate quarters for any Trade Union when fifty (50) or more men are employed on one (1) project by an employer. Except where it is the responsibility of the prime contractor, water flush toilets, when and where available.
- 17.05 Adequate quarters, heated and ventilated by Window or by louver, when necessary shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches and tables and be kept clean and no tools or equipment shall be stored in said quarters while employees are on the job. Clean drinking water and paper cups shall be provided by the employer. Hand cleaner and paper towels shall be provided by the employer.
- 17.06 Specialized protection wear, when necessary, is to be supplied to the employees by the employer.
- 17.07 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.
- 17.08 The Union agrees to support the safety program. When a workman is injured on the jobsite and leaves for medical attention, he shall be paid for the time required to receive such attention, and if unable to return to the job because of the injury shall be paid for that full day provided he supplies a medical certificate covering the period of absence. The employee shall receive any and all expenses normally paid for that day. Any employee not adhering to the rules of safety as requested or set by the employer or as required by the relevant legislation, shall not be entitled to the benefits outlined above.

- 17.09 There will be no termination or an employee on compensation
- 17.10 Safety items and climatic protection clothing issued to the employee must be returned to the employer on termination; if not, cost to be deducted from the employee's pay less normal wear and tear.
- 17.11 The parties agree to observe applicable provincial legislation or Workman's Compensation.
- 17.12 All other Health and Safety issues will be addressed as per the Occupational Health & Safety Act.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

- 18.01 The standard workweek shall be forty (40) hours and 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.
- 18.02 All time worked in excess of forty (40) hours per week shall be paid at one and one half (1 1/2x) times the straight time rate of pay.
- 18.03 All overtime on Saturday shall be at time and one half (1½). Overtime on Saturday commences after the fortieth (40th) hour worked that week.
- 18.04 All time worked on Sundays and holidays shall be paid at double (2x) the normal rate of pay. When necessary to work more than one (1) shift within a twenty-four (24) hour period, Monday through Friday, men employed on the second and third shift shall be paid at the rate of eight (8) hours pay for seven (7) hours work.
- 18.05 Due to weather and job conditions, the employer and the employee may agree or may not 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 one (1) week.
- 18.06 The employer agrees to give preference to Union members of the Union in the area where the Union members are working when overtime is necessary.
- 18.07 The lunch period shall be one-half (1/2) hour duration midway through the shift.

- 18.08 Should expediency require, the normal starting and quitting times and/or lunch period may be changed by mutual agreement of the Parties hereto.
- 18.09 The employer shall allow a rest period of ten (10) minutes once in the midway point of the morning and one (1) in the midway point of the afternoon. The ten (10) minute rest period and thirty (30) minute lunch period shall be measured from the time the employee ceases his labour to commencement of labour and shall be at a time determined by the employer. This provision applies to all shifts worked. Flexibility RE: lunch and coffee breaks; “on the job” breaks with agreement of employer and employees.

ARTICLE 18A RESIDENTIAL AGREEMENT

Form of Agreement

- 18A.01 The Collective Agreement between the Unions and the CLRA 2009-2012 dated with Article 1 through 40, including Appendices “A”, “B”, “C”, “D” and “T” shall be considered the Master Agreement and shall be applicable to all relevant employers except as modified by this Article 18A Working Conditions Residential.

Scope of the Agreement:

- 18A.02 Residential is to be defined as Private Sector only four stories up to fifty thousand square feet of living area and to include, single and semi-detached houses, row houses, town houses, low rise and high rise apartments and shall include underground parking and recreation facilities where facilities are for the exclusive use of the residence. This is not to include any school, college, university or hospital residence or any similar structure.

Normal Hours of Work & Overtime:

- 18A.03a The normal work day is defined as the twenty four (24) hour period beginning at 12:00 midnight.
- 18A.03b The normal hours of work shall consist of nine (9) hours per normal work day Monday through Friday between 6 a.m. and 6 p.m. The normal hours of work shall include a maximum of nine (9) hours on Saturday provided the total hours of work per week for an individual worker does not exceed forty five (45) hours.

- 18A.03c The lunch period shall be one half (1/2) hour duration midway through the shift 18A.03c. Should expedience 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.
- 18A.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.
- 18A.03e When employees have missed time during the normal work week the employer may at his option, schedule up to tow (2) hours extra work per day Monday through Friday at straight time rates up to a maximum of forty five (45) hours per week.
- 18A.03f Termination Clause as per agreement.
- 18A.03g Add two (2) ten (10) minute breaks.
- 18A.03h Hiring Hall
The Union will maintain a list of available workers who agree to work this sector. Any member working this sector must sign the list to be eligible to work this sector. Any member working for an employer in this sector must give the employer two (2) weeks written notice before moving to the IC Industrial sector. No member working ICI shall be required to move down to the residential sector.
- 18A.03i Residential List: 100% name hire.
- 18A.03j Employees working under Article 18A will be paid eighty percent (80%) of the journeyman's wage rate. No labourer shall be paid more than any journeyman bricklayer.

Effective Date	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package
June 1, 2009	\$19.82	\$1.78	\$1.85	\$2.50	\$1.50	\$0.20	\$0.23	\$27.88
July 17, 2009	\$20.28	\$1.82	\$1.85	\$3.00	\$1.50	\$0.20	\$0.23	\$28.88
May 1, 2010	\$20.73	\$1.87	\$1.85	\$3.50	\$1.50	\$0.20	\$0.23	\$29.88
May 1, 2011	\$21.19	\$1.91	\$1.85	\$4.00	\$1.50	\$0.20	\$0.23	\$30.88

ARTICLE 19 – REPORTING TIME

- 19.01 Any employee, after being hired or referred to the job site upon request by the employer and reporting for work at the regular starting time and for whom no work is provided shall receive pay for one (1) hour at the regular rate of wages or as otherwise stated. Exception will be unless he has been notified before leaving his home not to report.
- 19.02 Any employee who reports for work and for whom work is provided and commences work shall receive not less than one (1) hours pay. The foregoing provisions shall apply to Saturday, Sunday and designated holidays, at double (2x) the straight time rate of pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby when conditions arise which are beyond the control of the employer other than climatic conditions, or when an employee leaves work of his own accord.
- 19.03 When the employee is prevented from commencing work due to climatic conditions he shall receive one (1) hours reporting time provided he remains on the project for the one (1) hour or is released by the employer.
- 19.04 The employer shall determine when weather conditions on the job are such that the men shall or shall not work.

ARTICLE 20 – LAY-OFF

- 20.01 The employer agrees to give one (1) hours notice when laying off so as to give employee time to clean up and gather up tools; employee to remain on job until quitting time.
- 20.02 Employee to receive his separation certificate, vacation pay wages in full at next regular pay day.
- 20.03 This clause does not include a temporary lay-off for five (5) days or less. If not rehired within five (5) days, the employer must pay the one (1) hour notice.
- 20.04 If an employee quits on his own or is laid off for being non-competent, he shall wait until the next regular pay day for his pay and vacation pay.

ARTICLE 21 – TRAVELLING TIME ALLOWANCE

21.01 The employer will pay an employee who is required to travel from one job site to another job site for the employer during the regularly assigned working hours the employee’s regular hourly rate of pay. If the employee is required to use his own vehicle for transportation, the employee shall be paid the following mileage allowance.

Mileage Allowance

July 17, 2009.....\$0.52

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

21.02 The cost of this transportation is not to exceed the cost of public conveyance by the most direct route. If the employer provides transportation this travelling allowance will not be paid.

ARTICLE 22 – BOARD AND TRAVEL ALLOWANCE

22.01 There shall be a free zone for employees working within a forty-eight (48) kilometre radius of the Halifax County intersection of Provincial Highway, 101 and 102. Travel and subsistence allowance will not apply when travelling to and working within this free zone (22.01).

22.02 No travel will be paid until an employee has travelled a distance of over seventy-five (75) kilometres from the employee’s principal place of residence to the job site by the shortest available Department of Transportation maintained normally travelled route. All travel by the employee beyond a distance of seventy-five (75) kilometres shall be paid as set out in Article 22.03.

22.03 **Mileage Allowance**

July 17, 2009.....\$0.52

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

22.04 (A) Employees who are required to travel a distance of 150 kilometres or more from their principal residence shall be paid Board as follows:

Board Allowance

<u>July 17, 2009</u>	<u>\$90.00</u> per day worked
<u>May 1, 2010</u>	<u>\$95.00</u> per day worked
<u>May 1, 2011</u>	<u>\$100.00</u> per day worked

(B) The employer, may at the employer’s discretion, provides room and board in lieu of subsistence allowance as long as the accommodations are adequate.

(C) Under no circumstances shall travel by an employee, outside the jurisdictional area of Local 1 be used to calculate benefits under Articles 22.02 and 22.05 herein.

(D) If either the Union or the employer determine that travel and subsistence under Article 22 is not feasible on a specific project, then an amendment to Article 22 may be jointly agreed to by the parties on a project-by-project basis.

22.05 When an employee is required to travel from one site to another site during working hours and the employee is required to use the employee’s own vehicle, such employee shall be paid the hourly rate and any parking costs incurred by the employee.

22.06 All payments made to Union employees under Article 22 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 23 – FOREMAN

- 23.01 A Foreman is a journeyman employee who is working on the job, with or without tools, and is charged with the responsibility under the Superintendent for supervision or directing the work.
- 23.02 Foremen shall be appointed at the discretion of the employer.
- 23.03 Foremen may, at the employer's discretion, be a member in good standing of any Local of the International Union.
- 23.04 Foremen will receive minimum eight percent (8%) of the base journeyman rate.

ARTICLE 24 – WAGE RATES

- 24.01 Special rates other than the journeyman rate may be established by joint action of the employer and the Union for employees who are handicapped by age, physical or other disability. As a generally satisfactory level of production is expected and required in the trade, it is agreed that disability may apply to substandard production.
- 24.02 Any employee receiving better conditions and a higher rate than stipulated in this Agreement shall continue to receive same after signing of this Agreement only until such time as the wage rates and conditions in the Agreement match such better conditions and higher rate. Continuation after such time is a clear violation of the Agreement.
- 24.03 The regular hourly rates of pay for each classification of workmen shall be in accordance with the rates contained in the appended Appendix B. This Appendix B is attached hereto and is hereby made part of this Collective Agreement.

ARTICLE 25 – VACATION & HOLIDAY PAY

- 25.01 Vacation and holiday pay will be nine percent (9%) of the base wage rate and paid weekly.

ARTICLE 26 – HEAVY UNITS

- 26.01 For masonry units weighing Twenty-three (23) kilograms or over, two (2) men shall be allocated to work jointly or the employer may agree on two (2) men working jointly in unusual circumstances.

ARTICLE 27 – CLEANING

- 27.01 The Union agrees that the employer may use a composite crew to wash and clean masonry work as follows:
one – Bricklayer or
one – Apprentice and
one – Probationary Worker or
one – Labourer

ARTICLE 28 – APPRENTICESHIP

- 28.01 Both Parties agree that all trades and crafts involved in the completion of the construction job require systematic training followed by, or in conjunction with, the practical experience.

Certificates of qualification or competency obtained through examination and trade tests will receive special consideration by the Association with respect to individual assignments, transfers and promotions.

- 28.02 Both Parties agree that on-the-job training of duly indentured apprentices is a necessary part of any systematic training program. They note that the periodic nature of the construction industry does not permit continuous employment by any one (1) employer, although continuity of employment is necessary for systematic training. They recommend that the apprentices to the trade should be indentured to the Local Apprenticeship Committee established under Section 3 of the Apprenticeship and Tradesmen's Qualification Act, (Chapter 4, S.N.S. 1988), and agree to abide by any rules and regulations of that Committee respecting control, transfer and training of individual apprentices, and that the apprentices shall not be subject to disciplinary actions by either Party without authority of the Committee.

- 28.03 The employer undertakes to provide to the Apprentices a broad scope training and shall assign such Apprentices to jobs and work involving all aspects of the trade.
- 28.04 The minimum rate of wages for persons employed in the trade performing all requirements of the trade under Article 28.02 and shall be as per the wage tables on pages 31 to 34 inclusive.
- 28.05 The Union and the employer further agree to establish the practice of employing one (1) apprentice for every four (4) journeymen. The employer agrees to give the apprentice a minimum of sixteen (16) hours actual work at his respective trade per week.
- (a) The apprentice shall keep a weekly record of hours and work assignments. The employer shall sign record. The Union representative may periodically review record. The employer may authorize the foreman to sign the record.
- 28.06 The fourth year requirement may be waived on the agreement of the Union and the employer.
- 28.07 The CLRA agrees to the following incentive measures:
- (a) Each employer will present to each indentured Apprentice upon hiring one (1) quality brand bricklayer tool of the Apprentice's choice.
- (b) Each employer will present to each indentured apprentice with a satisfactory record of work and attendance at apprenticeship classes one (1) quality brand bricklayer tool of the apprentice's choice for every six (6) month period worked.
- 28.08 **PROBATIONARY WORKERS:**
Bricklayers Local 1 and employers agree to establish a Training Program in the Bricklayer/Masonry Trade. Therefore, the Union and the employer (employers) agree to start a Probationary Worker Designation. The purpose of this Designation is to attract and acquire young workers into the Bricklayer/Masonry Trade and to ensure that the Trainees become competent and qualified in the appropriate basic skills before they are indentured through the Apprenticeship Program.
- 28.09 **PROBATIONARY WORKER PROGRAM:**
The employer shall ensure that such Trainees will be working with a Journeyman Bricklayer/Masonry Worker so as to be afforded the training and all the aspects of the Bricklayer/Masonry Industry.
- The employer agrees to a ratio of one (1) Journeyman to two (2) Probationary Workers. The employer shall advise the Union when the employer has employed such Probationary Workers.

- 28.10 In the event that the Union is unable to supply Probationary Worker as defined herein, employers shall have the right to hire such Probationary Workers pursuant to Article 28.11 below.
- 28.11 If, after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Statutory Holidays as contained herein, the Union is unable to supply the quantity of competent, qualified Probationary Workers as requested, the employer may procure such Probationary Worker elsewhere.
- 28.12 Probationary Worker procured in this manner by employers shall apply to become members of the Union after ninety (90) days of employment.
- 28.13 In order to be competitive, the Parties agree that during the first ninety (90) days of a Probationary Workers employment under this Agreement, the employer shall not pay either the Health and Welfare payments (Article 31) or the Pension Fund payments (Article 32) to Probationary Workers working under this Agreement. After the Probationary Worker has worked for ninety (90) days under this Agreement, the Probationary Worker shall receive from the employer Health & Welfare and Pension benefits as established under the main Agreement Articles 31 and 32.
- 28.14 **PROBATIONARY WORKER RATES:**
Rates applicable for the 1st ninety (90) days of employment:

Hourly Rate – Fifty Percent (50%) of Journeyman Hour Rate + Four Percent (4%) Vacation Pay).

The minimum rate of pay for a Probationary Worker shall be eight dollars fifty cents (\$8.50) per hour.

ARTICLE 29 – SUB-CONTRACTORS

- 29.01 When the employer chooses to sub-contract work, the employer agrees to engage only sub-contractors who employ members of the International Union of Bricklayers and Allied Craftsmen.
- 29.02 It is agreed that where a sub-contractor is not in contractual relations with a Local Union named herein, such sub-contractor will be required by the employer to abide by the terms and conditions of this Agreement.

ARTICLE 30 – EMPLOYER CONTRIBUTIONS

30.01 **Health & Welfare Fund - Article 31**

Employers signatory to this Agreement shall remit monthly to the Administrator of the Health & Welfare Fund, before the tenth (10th) day of the month for the previous month, one dollar eighty-five cents (\$1.85) effective June 1, 2009, and **one dollar ninety cents (\$1.90) effective May 1, 2010** per hour worked per employee.

30.02 **International B.A.C. Pension Plan - Article 32**

Employers signatory to this Agreement shall remit monthly to the Administrator of the Pension Plan, before the tenth (10th) day of the month for the previous month, effective July 11, 2001 the sum equal to one dollar fifty cents (\$1.50) per hour worked per employee.

30.03 **A. Construction Stabilization & Administration Fund - Article 34** **- OR -** **B. Bricklayers Local #1 Training Fund - Article 35**

Employer's signatory to this Agreement shall remit monthly to the Administrator of the Construction Stabilization & Administration Fund or Bricklayers Local 1 Training Fund the sum equal to twenty three cents (23¢) per hour worked, per employer.

It is agreed that the CLRA has the right to allocate increases to the CLRA's Construction Stabilization & Administration Fund (Article 34), provided that the union receives sixty (60) days notice of such change. Contractor (CLRA members) shall contribute when funds fall to \$22,000.00 for projects as approved by the trustees.

30.04 **Masonry Promotion Fund**

The purpose of this fund is to promote the use of masonry in construction jobs and projects in the Mainland of Nova Scotia. These funds will be used in a manner that will effectively promote and enhance the application of masonry utilized by employers under this Agreement on as many construction projects in Nova Scotia as possible. Remittances should be made payable to the:

Masonry Promotion Fund
 14 McQuade Lake Crescent, Suite 203
 Halifax, NS B3S 1B6

This Fund shall be jointly trusted with equal representation from both parties signatory to this Agreement.

Amendment #1 – May 1, 2010

30.05 Employer Remittances to be Made Under This Article:

Fund		June 1, 2009	July 17, 2009	May 1, 2010	May 1, 2011
Health & Welfare Fund Article 31		\$1.85	\$1.85	\$1.90	\$1.90
International BAC Pension Fund Article 32		\$1.50	\$1.50	\$1.50	\$1.50
BAC Local 1 Group RSP Article 33	Comm, Ind., Major Ind., & Res. per Articles 1A & 1B	\$3.00	<u>\$3.50</u>	<u>\$4.00</u>	<u>\$4.50</u>
	Light Comm & Residential per Article 1C	\$2.50	<u>\$3.00</u>	<u>\$3.50</u>	<u>\$4.00</u>
Masonry Promotion Fund Article 30.04		\$0.20	\$0.20	\$0.20	\$0.20

A) MONETARY

Fund	July 17, 2009
Construction Stabilization & Administration Fund Article 34	\$0.23

OR

B) MONETARY

Fund	July 17, 2009
Bricklayers Local 1 Training Fund Article 35	\$0.23

30.06 Such remittances shall be made payable and forwarded to the addresses as set out in the applicable Articles 30.04, 31, 32, 33, 34 and 35 of this Agreement.

Amendment #1 – May 1, 2010

ARTICLE 31 – HEALTH & WELFARE FUND

- 31.01 The employer agrees to pay to the International Health Fund Bricklayers Union, Local 1 the sum equal to one dollar eighty-five (\$1.85) per hour worked per employee effective June 1, 2009 **and one dollar ninety cents (\$1.90) per hour worked per employee effective May 1, 2010.** These funds are to be remitted on or before the tenth (10th) day of the following month. Cheques are to be payable to the:

International Health Fund
1216 Sand Cove Road, Unit 32
Saint John, New Brunswick E2M 5V8

- 31.02 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 32 – INTERNATIONAL B.A.C. PENSION FUND

- 32.01 The employer agrees to pay to the Bricklayers & Allied Craftworkers Pension Fund the sum equal to one dollar fifty cents (\$1.50) per hour worked per employee. 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, New Brunswick E2M 5V8

ARTICLE 33 – BAC LOCAL #1 GROUP RSP

- 33.01 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 amount indicated in the table below per hour worked per employee.

	June 1, 2009	July 17, 2009	May 1, 2010	May 1, 2011
Comm, Ind., Major Ind., & Res. per Articles 1A & 1B	\$3.00	<u>\$3.50</u>	<u>\$4.00</u>	<u>\$4.50</u>
Light Comm & Residential per Article 1C	\$2.50	<u>\$3.00</u>	<u>\$3.50</u>	<u>\$4.00</u>

Cheques are made payable to:

Primerica Concert Funds (care of)
BAC Local #1 Group RSP
 14 McQuade Lake Crescent, Suite 203
 Halifax, NS B3S 1B6

- 33.02 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 34 – BRICKLAYER AGREEMENT ADMINISTRATION FUND

- 34.01 This Fund shall be used by the Parties for the administration of the Bricklayers Local 1 Collective Agreement. All employers shall contribute towards the cost of the administration of this Agreement.
- 34.02 The Bricklayer Agreement Administration Fund shall be administered according to the terms of an Administration Agreement signed by the Parties.
- 34.03.1 All employers working under the terms and conditions of this Collective Agreement shall remit each month, by the tenth (10th) day of the following month, to the Bricklayer Agreement Administration Fund an amount of twenty three cents (23¢) for each hour worked in that month by any employee working under this Agreement. This remittance shall be paid by cheque made out in favour of Bricklayer Agreement Administration Fund, c/o the Administrator and remitted on or before the tenth (10th) day of the month following:
- Bricklayer Agreement Administration Fund**
c/o the Administrator
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9
- 34.04 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.
- 34.05 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Bricklayer Agreement 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.

For companies refusing to pay into the Bricklayer Agreement Administration Fund above see Article 35.

ARTICLE 35 – BRICKLAYERS LOCAL 1 TRAINING FUND

(This is an alternative to paying under Article 34.)

35.01 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 No. 1

35.02 All employers shall contribute to the Bricklayers Local 1 Training Fund in the amount of twenty three cents (23¢). The employer shall forward the contributions to:

Bricklayers 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 Appendix "B" and Appendix "C" of this Agreement.

35.03 The Bricklayers Local 1 Training Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement.

35.04 If the Bricklayers Local 1 Training Fund ceases to function the remaining funds shall be applied to the Health & Welfare Fund.

35.05 The Parties hereto agree that either Party, pursuant to an agreement establishing the Bricklayers 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 33.02. Any Arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.

35.06 Responsibilities and liabilities of collection shall be outlined in the Declaration of Trust Agreement establishing the Bricklayers Local 1 Training Fund.

ARTICLE 36 – CHECK-OFF DUTIES AND INITIATIONS

- 36.01 The employer agrees to deduct the amount certified by the Union as dues as provided for in the Check-off form signed by the employee provided by the Union and attached hereto as Appendix "C". Such dues shall be deducted from the first pay period of each month and must be remitted to the Local Union no later than the tenth (10th) day of each month. In case of an employee commencing work after the first pay period, his dues shall be deducted from his first pay. In the event that initiation fees are collectable, such fees shall be collected by the employers at the rate of fifteen dollars (\$15.00) per working day for journeymen and ten dollars (\$10.00) per working day for apprentice improvers, until such fees are fully paid. Should a new employee quit, monies owed to the Union and provided for in the check-off form shall be deducted from the pay of the employee.

ARTICLE 37 – RIGHT TO REFUSE TO CROSS A PICKET LINE

- 37.01 No employee shall be forced to cross any legal picket line or continue to work at any set worksite when a picket line is established in association with any legal strike. No officer shall be liable for any such action. Members of Union shall not be requested to work with non-union masonry tradesmen.

ARTICLE 38 – PRODUCTIVITY & WORKMANSHIP IMPROVEMENT COMMITTEE

- 38.01 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).
- 38.02 The Committee shall be made up of equal representation from the Union and masonry contractors with a minimum of one (1) individual from each. Each member may designate an alternative member.
- 38.03 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 masonry 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 masonry industry, then the Committee will move to implement its own program to maintain and improve workmanship and productivity in the masonry 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, then the Parties shall move to enact amendments to secure such improvements as recommended by the Committee.

ARTICLE 39 – ENABLING

- 39.01 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 certain work in a manner that is deemed to be prudent.
- 39.02 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.).
- 39.03 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.
- 39.04 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 unionized sector under this Article.
- 39.05 All employer members of the Bricklayer Trade Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.
- 39.06 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 40 – TERM OF AGREEMENT

- 40.01 This Agreement shall remain in effect from the 17th day of July, 2009 until and including the 30th day of April, 2012. All other Articles of this Agreement and Craft Schedules thereto shall remain in force until the termination date of this Agreement April 30, 2012. This Agreement will continue for successive periods of one (1) year unless either party shall on or about the sixtieth (60th) day prior to expiration, serve written notice on the other Party of a desire to terminate, modify, alter, renegotiate change or amend this Agreement. In the event no such notice is given by either Party, this Agreement shall remain in effect from year to year.

ARTICLE 41 – SIGNATORIES

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

SIGNATORIES FOR:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

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

KEVIN FOUGERE

WYMAN JORDAN

ALLAN STAPLETON

HANS WOLF

NANCY CANALES
WITNESS

**BRICKLAYERS LOCAL 1 APPENDIX "A"
BRICKLAYER TRADE CLASSIFICATION**

- Carey Brothers Masonry Ltd.
- Diaden Masonry & Construction Co. Ltd.
- Joneljim Concrete Construction Limited
- MacIvor & Stewart Masonry Ltd.
- Nova Tile & Marble Limited
- Wildwood Masonry Ltd.

BRICKLAYERS LOCAL 1 APPENDIX "B"

WAGE RATES - COMMERCIAL, INSTITUTIONAL AND RESIDENTIAL
OTHER THAN UNDER ARTICLE 18A

Effective Date	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package
June 1, 2009	<u>\$25.81</u>	<u>\$2.32</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$34.91
July 17, 2009	<u>\$26.27</u>	<u>\$2.36</u>	\$1.85	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$35.91</u>
May 1, 2010	<u>\$26.68</u>	<u>\$2.40</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$36.91</u>
May 1, 2011	<u>\$27.14</u>	<u>\$2.44</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$37.91</u>

APPRENTICES

	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package	
Effective Date: June 1, 2009									
1st 12 mths.	50%	<u>\$14.65</u>	<u>\$1.32</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$18.25
3rd 6 mths.	65%	<u>\$19.01</u>	<u>\$1.71</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$23.00
4th 6 mths.	70%	<u>\$20.48</u>	<u>\$1.84</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$24.60
5th 6 mths.	75%	<u>\$22.06</u>	<u>\$1.99</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$26.33
6th 6 mths.	85%	<u>\$24.51</u>	<u>\$2.21</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$29.00
7th 6 mths.	90%	<u>\$22.50</u>	<u>\$2.03</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$31.31
8th 6 mths.	95%	<u>\$23.94</u>	<u>\$2.15</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$32.87
Effective Date: July 17, 2009									
1st 12 mths.	50%	<u>\$15.11</u>	<u>\$1.36</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$18.75</u>
3rd 6 mths.	65%	<u>\$19.61</u>	<u>\$1.76</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$23.65</u>
4th 6 mths.	70%	<u>\$21.12</u>	<u>\$1.90</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$25.30</u>
5th 6 mths.	75%	<u>\$22.75</u>	<u>\$2.05</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$27.08</u>
6th 6 mths.	85%	<u>\$25.29</u>	<u>\$2.28</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$29.85</u>
7th 6 mths.	90%	<u>\$22.87</u>	<u>\$2.06</u>	<u>\$1.85</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$32.21</u>
8th 6 mths.	95%	<u>\$24.35</u>	<u>\$2.19</u>	<u>\$1.85</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$33.82</u>
Effective Date: May 1, 2010									
1st 12 mths.	50%	<u>\$15.52</u>	<u>\$1.40</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$19.25</u>
3rd 6 mths.	65%	<u>\$20.16</u>	<u>\$1.81</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$24.30</u>
4th 6 mths.	70%	<u>\$21.72</u>	<u>\$1.95</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$26.00</u>
5th 6 mths.	75%	<u>\$23.39</u>	<u>\$2.11</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$27.83</u>
6th 6 mths.	85%	<u>\$26.03</u>	<u>\$2.34</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$30.70</u>
7th 6 mths.	90%	<u>\$23.19</u>	<u>\$2.09</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$33.11</u>
8th 6 mths.	95%	<u>\$24.72</u>	<u>\$2.22</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$34.77</u>
Effective Date: May 1, 2011									
1st 12 mths.	50%	<u>\$15.98</u>	<u>\$1.44</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$19.75</u>
3rd 6 mths.	65%	<u>\$20.75</u>	<u>\$1.87</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$24.95</u>
4th 6 mths.	70%	<u>\$22.36</u>	<u>\$2.01</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$26.70</u>
5th 6 mths.	75%	<u>\$24.08</u>	<u>\$2.17</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$28.58</u>
6th 6 mths.	85%	<u>\$26.81</u>	<u>\$2.41</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$31.55</u>
7th 6 mths.	90%	<u>\$23.56</u>	<u>\$2.12</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$34.01</u>
8th 6 mths.	95%	<u>\$25.13</u>	<u>\$2.26</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$35.72</u>

Amendment #1 – May 1, 2010

WAGE RATES - INDUSTRIAL OR MAJOR INDUSTRIAL PROJECTS – ARTICLE 1A

Effective Date	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package
June 1, 2009	<u>\$28.56</u>	<u>\$2.57</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$37.91
July 17, 2009	<u>\$29.02</u>	<u>\$2.61</u>	\$1.85	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$38.91</u>
May 1, 2010	<u>\$29.43</u>	<u>\$2.65</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$39.91</u>
May 1, 2011	<u>\$29.89</u>	<u>\$2.69</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$40.91</u>

APPRENTICES

	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package	
Effective Date: June 1, 2009									
1st 12 mths.	50%	<u>\$16.03</u>	<u>\$1.44</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$19.75
3rd 6 mths.	65%	<u>\$20.83</u>	<u>\$1.87</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$24.98
4th 6 mths.	70%	<u>\$22.41</u>	<u>\$2.02</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$26.71
5th 6 mths.	75%	<u>\$24.13</u>	<u>\$2.17</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$28.58
6th 6 mths.	85%	<u>\$26.86</u>	<u>\$2.42</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$31.56
7th 6 mths.	90%	<u>\$25.22</u>	<u>\$2.27</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$34.27
8th 6 mths.	95%	<u>\$26.56</u>	<u>\$2.39</u>	<u>\$1.85</u>	\$3.00	\$1.50	\$0.20	\$0.23	\$35.73
Effective Date: July 17, 2009									
1st 12 mths.	50%	<u>\$16.49</u>	<u>\$1.48</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$20.25</u>
3rd 6 mths.	65%	<u>\$21.42</u>	<u>\$1.93</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$25.63</u>
4th 6 mths.	70%	<u>\$23.06</u>	<u>\$2.07</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$27.41</u>
5th 6 mths.	75%	<u>\$24.82</u>	<u>\$2.23</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$29.33</u>
6th 6 mths.	85%	<u>\$27.64</u>	<u>\$2.49</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	<u>\$32.41</u>
7th 6 mths.	90%	<u>\$25.59</u>	<u>\$2.30</u>	<u>\$1.85</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$35.17</u>
8th 6 mths.	95%	<u>\$26.97</u>	<u>\$2.43</u>	<u>\$1.85</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$36.68</u>
Effective Date: May 1, 2010									
1st 12 mths.	50%	<u>\$16.90</u>	<u>\$1.52</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$20.75</u>
3rd 6 mths.	65%	<u>\$21.97</u>	<u>\$1.98</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$26.28</u>
4th 6 mths.	70%	<u>\$23.65</u>	<u>\$2.13</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$28.11</u>
5th 6 mths.	75%	<u>\$25.46</u>	<u>\$2.29</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$30.08</u>
6th 6 mths.	85%	<u>\$28.38</u>	<u>\$2.55</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$33.26</u>
7th 6 mths.	90%	<u>\$25.91</u>	<u>\$2.33</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$36.07</u>
8th 6 mths.	95%	<u>\$27.34</u>	<u>\$2.46</u>	<u>\$1.90</u>	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$37.63</u>
Effective Date: May 1, 2011									
1st 12 mths.	50%	<u>\$17.36</u>	<u>\$1.56</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$21.25</u>
3rd 6 mths.	65%	<u>\$22.57</u>	<u>\$2.03</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$26.93</u>
4th 6 mths.	70%	<u>\$24.29</u>	<u>\$2.19</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$28.81</u>
5th 6 mths.	75%	<u>\$26.15</u>	<u>\$2.35</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$30.83</u>
6th 6 mths.	85%	<u>\$29.16</u>	<u>\$2.62</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$34.11</u>
7th 6 mths.	90%	<u>\$26.28</u>	<u>\$2.36</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$36.97</u>
8th 6 mths.	95%	<u>\$27.75</u>	<u>\$2.50</u>	\$1.90	<u>\$4.50</u>	\$1.50	\$0.20	\$0.23	<u>\$38.58</u>

Amendment #1 – May 1, 2010

WAGE RATES - RESIDENTIAL WORK

Effective Date	Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package
June 1, 2009	<u>\$19.82</u>	<u>\$1.78</u>	<u>\$1.85</u>	\$2.50	\$1.50	\$0.20	\$0.23	\$27.88
July 17, 2009	<u>\$20.28</u>	<u>\$1.82</u>	\$1.85	<u>\$3.00</u>	\$1.50	\$0.20	\$0.23	<u>\$28.88</u>
May 1, 2010	<u>\$20.69</u>	<u>\$1.86</u>	<u>\$1.90</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$29.88</u>
May 1, 2011	<u>\$21.15</u>	<u>\$1.90</u>	\$1.90	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$30.88</u>

APPRENTICES

		Hourly Rate	V & H 9%	H & W	BAC Local 1 Group RSP	Inter. BAC Pension	Masonry Promo Fund	Brick Admin or Training Fund	Total Package
Effective Date: June 1, 2009									
1st 12 mths.	50%	<u>\$12.07</u>	<u>\$1.09</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$15.44
3rd 6 mths.	65%	<u>\$14.61</u>	<u>\$1.32</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$18.21
4th 6 mths.	70%	<u>\$15.89</u>	<u>\$1.43</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$19.60
5th 6 mths.	75%	<u>\$17.15</u>	<u>\$1.54</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$20.97
6th 6 mths.	85%	<u>\$19.69</u>	<u>\$1.77</u>	<u>\$1.85</u>	-	-	\$0.20	\$0.23	\$23.74
7th 6 mths.	90%	<u>\$17.28</u>	<u>\$1.56</u>	<u>\$1.85</u>	\$2.50	\$1.50	\$0.20	\$0.23	\$25.12
8th 6 mths.	95%	<u>\$18.56</u>	<u>\$1.67</u>	<u>\$1.85</u>	\$2.50	\$1.50	\$0.20	\$0.23	\$26.51
Effective Date: July 17, 2009									
1st 12 mths.	50%	<u>\$12.53</u>	<u>\$1.13</u>	\$1.85	-	-	\$0.20	\$0.23	<u>\$15.94</u>
3rd 6 mths.	65%	<u>\$15.21</u>	<u>\$1.37</u>	\$1.85	-	-	\$0.20	\$0.23	<u>\$18.86</u>
4th 6 mths.	70%	<u>\$16.53</u>	<u>\$1.49</u>	\$1.85	-	-	\$0.20	\$0.23	<u>\$20.30</u>
5th 6 mths.	75%	<u>\$17.83</u>	<u>\$1.61</u>	\$1.85	-	-	\$0.20	\$0.23	<u>\$21.72</u>
6th 6 mths.	85%	<u>\$20.47</u>	<u>\$1.84</u>	\$1.85	-	-	\$0.20	\$0.23	<u>\$24.59</u>
7th 6 mths.	90%	<u>\$17.65</u>	<u>\$1.59</u>	\$1.85	<u>\$3.00</u>	\$1.50	\$0.20	\$0.23	<u>\$26.02</u>
8th 6 mths.	95%	<u>\$18.97</u>	<u>\$1.71</u>	\$1.85	<u>\$3.00</u>	\$1.50	\$0.20	\$0.23	<u>\$27.46</u>
Effective Date: May 1, 2010									
1st 12 mths.	50%	<u>\$12.94</u>	<u>\$1.17</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$16.44</u>
3rd 6 mths.	65%	<u>\$15.76</u>	<u>\$1.42</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$19.51</u>
4th 6 mths.	70%	<u>\$17.13</u>	<u>\$1.54</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$21.00</u>
5th 6 mths.	75%	<u>\$18.48</u>	<u>\$1.66</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$22.47</u>
6th 6 mths.	85%	<u>\$21.20</u>	<u>\$1.91</u>	<u>\$1.90</u>	-	-	\$0.20	\$0.23	<u>\$25.44</u>
7th 6 mths.	90%	<u>\$17.97</u>	<u>\$1.62</u>	<u>\$1.90</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$26.92</u>
8th 6 mths.	95%	<u>\$19.34</u>	<u>\$1.74</u>	<u>\$1.90</u>	<u>\$3.50</u>	\$1.50	\$0.20	\$0.23	<u>\$28.41</u>
Effective Date: May 1, 2011									
1st 12 mths.	50%	<u>\$13.40</u>	<u>\$1.21</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$16.94</u>
3rd 6 mths.	65%	<u>\$16.36</u>	<u>\$1.47</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$20.16</u>
4th 6 mths.	70%	<u>\$17.77</u>	<u>\$1.60</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$21.70</u>
5th 6 mths.	75%	<u>\$19.17</u>	<u>\$1.72</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$23.22</u>
6th 6 mths.	85%	<u>\$21.98</u>	<u>\$1.98</u>	\$1.90	-	-	\$0.20	\$0.23	<u>\$26.29</u>
7th 6 mths.	90%	<u>\$18.34</u>	<u>\$1.65</u>	\$1.90	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$27.82</u>
8th 6 mths.	95%	<u>\$19.75</u>	<u>\$1.78</u>	\$1.90	<u>\$4.00</u>	\$1.50	\$0.20	\$0.23	<u>\$29.36</u>

Amendment #1 – May 1, 2010

**BRICKLAYERS LOCAL 1 APPENDIX "D"
SAMPLE – REFERRAL SLIP**

Local No.: _____ No. 647

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 Craftsmen, Local 1, Nova Scotia, 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 33.

Signature: _____ **Date:** _____

Witness: _____

BRICKLAYERS LOCAL 1 SCHEDULE "A" DEFINITIONS

The following definitions apply where the defined terms are used in the Agreement attached hereto:

- CLRA:** **means** the Nova Scotia Construction Labour Relations Association Limited
- BUSINESS AGENT:** **means** the official duly appointed by a Local Union whose duties are to represent the Union in matters relating to this Agreement
- EMPLOYEE:** **means** a person working as a Journeyman or Apprentice Bricklayer, Stone Mason, Marble Mason, Stone Cutter for a member of the CLRA, Party to this Agreement, on any job in the area as defined in this Agreement
- EMPLOYER:** **means** an individual member of the CLRA outlined under Appendix "A" hereof, or future members who have or will authorize such CLRA to negotiate and conclude a Collective Agreement on their behalf
- JOB:** **means** an individual construction project operation
- MAJOR PROJECT:** **means** the initial construction or major expansion of construction projects where the construction or expansion has a total construction value (man hours and material) in excess of ten million dollars (\$10,000,000.00)
- STEWARD:** **means** an employee duly appointed under Article 5 of the Agreement and authorized by it to represent all the employees and employers working on a job who fall within the scope of this Agreement, and to speak for them on matters pertaining to this Agreement
- SUPERINTENDENT:** **means** the duly appointed official of the employer who has on-the-job authority for the progress of the work
- UNION:** **means** the International Union of Bricklayers & Allied Craftworkers, Local 1 of NS

BRICKLAYERS LOCAL 1 APPENDIX "T" JOB TARGETING RULES AND PROCEDURES

The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Enabling Committee. The Bricklayer 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.

BRICKLAYERS 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 38 of the Bricklayers Local No. 1 Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____

TENDER CLOSING DATE: _____ BRICKLAYERS MAN HOURS _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS

Union	Non-Union

In order to be competitive, I, as the contractor bidding, request the following target rates and conditions.

1. Hourly Wage Rate _____ plus the following benefits
 Overtime conditions _____

2. Board & Travel _____

3. Other Relief _____

I under and agree that all other terms and conditions including a payment of Vacation, Health & Welfare, Pension, Masonry Promotion Fund and the Bricklayers 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 38 – ENABLING COMMITTEE BRICKLAYERS LOCAL NO. 1**

Date Application Received: _____ Date of Reply: _____

TO: Nova Scotia Construction Labour Relations Association**Fax:** (902) 468-3705**FROM:** Bricklayers Local Union 1**PROJECT TYPE & LOCATION:** _____
_____**TARGETING & ENABLING RATES AND CONDITIONS**

Hr. Rate	V. & H. (9%)	H. & W.	Pension	Masonry Promo Fund	Training Fund	Brick Admin Fund	Total Package

HOURS OF WORK & OTHER PROVISIONS

Unless specifically indicated below, all other terms and conditions will be as per the current Bricklayers Collective Agreement No. 1. The above noted target rates are granted under Article 38 – Enabling Committee for the following application contractors:

Wyman Jordan, Business Manager
Bricklayers Local No. 1, Halifax

Date: _____ Job Target Not Granted: _____