

**CAPE BRETON COMMERCIAL PROJECTS
COLLECTIVE AGREEMENT
2008 - 2011**

- BETWEEN -

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

- AND -

VARIOUS BUILDING TRADE UNIONS

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

EFFECTIVE DATE: JULY 1, 2008

EXPIRATION DATE: JUNE 30, 2011

Correction #1 – Labourer – October 17, 2008
Correction #2 – Iron Structural – November 1, 2008
Amendment #1 – UA 682 – January 21, 2009
Amendment #2 – Electricians – March 1, 2009
Amendment #3 – Bricklayer – June 1, 2009
Amendment #4 – Op. Engineer, Painter, Sheet Metal, Roofer – July 1, 2009
Correction #3 – UA 682 – July 14, 2009
Amendment #5 – UA 682 – August 20, 2009
Amendment #6 – Bricklayer – October 1, 2009
Amendment #7 – Labourer – July 1, 2009
Amendment #8 – Bricklayer – May 1, 2010
Amendment #9 – Insulator – June 1, 2010
Amendment #10 – Iron Rebar, Iron Structural, Painter, Sheet Metal, Roofer – July 1, 2010
Correction #4 – Iron Structural – July 1, 2010
Amendment #11 – IBEW 1852 – August 1, 2010

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BETWEEN

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

OF THE FIRST PART

- AND -

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

- AND -

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
LOCAL UNION 1588, SYDNEY, NS**

- AND -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1852, SYDNEY, NS**

- AND -

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS
WORKERS, LOCAL UNION 116, HALIFAX, NS**

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL &
REINFORCING IRONWORKERS, LOCAL UNION 752, HALIFAX, NS**

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115, SYDNEY, NS**

- AND -

**MILLWRIGHTS AND MACHINE ERECTORS
LOCAL UNION 1178, HALIFAX, NS**

Amendment #3 – Bricklayer – June 1, 2009

- AND -

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION 721, SYDNEY, NS**

- AND -

**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
LOCAL UNION 1945, HALIFAX, NS**

- AND -

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING
STEAMFITTING AND PIPEFITTING INDUSTRY
OF UNITED STATES AND CANADA,
LOCAL UNION 682, SYDNEY, NS**

- AND -

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION 56, NORTH SYDNEY, NS**

(hereinafter referred to as the "Unions")

OF THE SECOND PART

Definition of terms required for interpretation of this Agreement are attached hereto and form part hereof.

DIRECTORY

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

260 Brownlow Avenue, Unit 1
Dartmouth, Nova Scotia
B3B 1V9

Name & Title	Phone	Fax	Email
Mr. Allan Stapleton <i>President</i>	902-468-2283	902-468-3705	astapleton@nslra.ca
Mr. Greig Macleod <i>Director, Labour Relations</i>	902-468-2283	902-468-3705	gmacleod@nslra.ca

SIGNATORY TRADE UNIONS - CAPE BRETON:

THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL UNION 1

14 McQuade Lake Crescent, Suite 203

Halifax, Nova Scotia

B3S 1B6

Name & Title	Phone	Fax	Email
<u>Mr. Wyman Jordan</u> <i><u>Business Manager</u></i>	<u>902-450-5614</u>	<u>902-450-5146</u>	<u>baclocal1@ns.aliantzinc.ca</u>
Mr. Raymond Deleskie <i>Business <u>Agent</u></i>	<u>800-520-1866</u>	<u>n/a</u>	n/a

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOCAL UNION 1588

24 Cossitt Heights Drive
Sydney, Nova Scotia
B1P 7E8

Name & Title	Phone	Fax	Email
Mr. Colin Campbell <i>Business Manager</i>	902-562-5130	902-562-8678	colin.campbell@ubclocal1588.ns.ca

Amendment #3 – Bricklayer – June 1, 2009

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 1852**

P.O. Box 24, Pier Postal Station
Sydney, Nova Scotia
B1N 3B1

Name & Title	Phone	Fax	Email
<u>Mr. Brian Tobin</u> <i>Business Manager</i>	902-562-1357	902-539-2907	ibew1852@eastlink.ca

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS
WORKERS, LOCAL UNION 116**

106 Chain Lake Drive, Unit 2D
Halifax, Nova Scotia
B3S 1A8

Name & Title	Phone	Fax	Email
<u>Mr. Alyre Malley</u> <i>Business Manager</i>	902-450-5605	902-450-5613	<u>loc116@ns.aliantzinc.ca</u>

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL &
REINFORCING IRONWORKERS, LOCAL UNION 752**

14 McQuade Lake Crescent, Suite 103
Halifax, Nova Scotia
B3S 1B6

Name & Title	Phone	Fax	Email
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**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL UNION 1115**

226 Townsend Street, 2nd Floor
Sydney, Nova Scotia
B1P 5E6

Name & Title	Phone	Fax	Email
Mr. Doug Serroul <i>Business Manager</i>	902-539-5657	902-539-3290	<u>dougserroul@syd.eastlink.ca</u>

Amendment #3 – June 1, 2009

MILLWRIGHTS & MACHINE ERECTORS, LOCAL UNION 1178

P.O. Box 358
 Stellarton, Nova Scotia
 B0K 1S0

Name & Title	Phone	Fax	Email
Mr. Ian MacIsaac <i>Business Manager</i>	902-752-3176	902-755-6244	imacisaac@carpentersunion.ca

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721

369 Prince Street
 Sydney, Nova Scotia
 B1P 6H1

Name & Title	Phone	Fax	Email
Mr. Kevin MacDonald <i>Business Representative</i>	902-562-5659	902-539-2454	n/a
<u>Mr. Joseph MacLellan</u> <i>Business Mgr, Dartmouth</i>	902-865-8844	902-864-0676	n/a

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, LOCAL UNION 1945

95 Simmonds Drive
 Dartmouth, Nova Scotia
 B3B 1N7

Name & Title	Phone	Fax	Email
Mr. Frank MacKinnon <i>Business Manager</i>	902-450-5068	902-450-1065	fmackinnon@dc39.ca
Mr. Wilfred Jarvis <i>Business Representative</i>			wjarvis@dc39.ca

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING,
STEAMFITTING & PIPEFITTING INDUSTRY OF THE UNITED STATES &
CANADA, LOCAL UNION 682**

P.O. Box 4508
Reserve Mines, Nova Scotia
B0A 1L2

Name & Title	Phone	Fax	Email
Mr. Cliff Murphy <i>Business Manager</i>	902-562-3753	902-539-4906	ualocal682@seascape.ns.ca

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 56

87 Applecross Dr.
Sydney, Nova Scotia
B1R 2B4

Name & Title	Phone	Fax	Email
<u>Mr. Jack Wall</u> <i>Business Manager</i>	902-564-5526	902-564-9051	<u>smwia56@live.ca</u>

Amendment #3 – June 1, 2009

ARTICLE 1 - PURPOSE

- 1.01 The Agreement shall apply to all construction jobs which are not Industrial Projects as defined in Article 1A herein, excluding street and highway construction and paving.
- 1.02 The Parties hereto agree to abide by terms and conditions of the Agreement for Industrial Projects defined herein.
- 1.03 This Agreement shall be a common Collective Agreement consisting of both the Articles and Appendices attached hereto.

ARTICLE 1A - INDUSTRIAL DEFINITION

1A.01 Industrial projects shall be defined as the initial construction or modernization of an Industrial Project such as listed in sub-paragraph (a), with a total Tender Value in excess of thirteen and one half million dollars (\$13,500,000.00) regardless of the individual Contractor's Tender Value, regardless of whether the Owner or their Consultant/Management decided to call Tenders for their respective Industrial Projects in phases and the Dollar Tender Value of phasing is maintained at thirteen and one half million dollars (\$13,500,000.00) or less.

(a)

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

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

- 1A.02 The CLRA or the Council shall be entitled to call a joint meeting of the parties to clarify the classification of any job as industrial or commercial prior to tender closing.
- 1A.03 All shut-down work shall be performed under the terms and conditions of the Industrial Agreement. A shut-down is defined as all major mechanical maintenance on processing equipment performed on a site or facility constructed under the Industrial Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the employer but does not include office and clerical workers, guards, watchmen, time checkers, material superintendents, technical personnel, superintendents, assistant superintendents, craft supervisors or classifications above the rank of foreman as provided for in Craft Appendix, and persons transporting materials (including concrete and gravel), equipment or supplied from a point of origin inside the site to a destination outside the site.
- 2.02 If the workmen on work over which the Unions have jurisdiction are required in classifications not listed in the appended Schedules, the Schedules shall be amended by adding such classifications at the agreed wage rates.
- 2.03 The Unions recognize the Nova Scotia Construction Labour Relations Association Limited as the sole collective bargaining agent for all unionized employers as covered by Accreditation Order L.R.B. No. 428C, dated April 5, 1977.
- 2.04 In order to bind non-CLRA employers to the provisions of this Agreement, the Union should file any letter of agreement/recognition with the Minister of Labour in accordance with Section 30 of the Trade Union Act.
- 2.05 No employer bound to this Agreement shall, acting as a Project Manager or Construction Manager, provide Supervisors, Foremen, Lead Hands or manpower to work directly with non-unionized workers on any project in the Industrial/Commercial Sector of the construction industry.

Failure to comply with this Article will result in grievances and claims for compensation.

This provision will not apply to Remediation Work (Cleanup Work) on the Steel Plant or Devco Sites. Arrangements for these sites will be discussed between the CLRA and the Building Trades.

ARTICLE 3 - UNION SECURITY

3.01a When employees are required, the employer shall request the Union to furnish competent and qualified workmen, and the Union shall supply, when available, competent and qualified workmen as requested. Preference shall be given to permanent Union residents from the local geographical area who possess the necessary skills and qualifications. The employer will notify the Union, in writing, of all disciplinary action taken against an employee(s). The provisions of Article 3.01 may be modified according to the Trade Appendices of this Agreement.

3.01b Local Geographic Area is the area within sixty-four (64) road kilometres of a job site that is located outside the Sydney Free Zone and the Port Hawkesbury Free Zone.

An employer may transfer employees already on the payroll into a Local Geographic Area, regardless of their place of permanent residence as follows:

- 2 Transfers
- 2 Union Referrals
- 1 Transfer
- 1 Union Referral
- 1 Transfer
- 1 Union Referral
- 1 Transfer
- 1 Union Referral

for the first ten (10) men:

Thereafter, manpower will be referred by the Union.

However, if for the first ten (10) men the Union cannot supply referrals from the Local Geographic Area, the employer may substitute transfers at his option.

It is agreed that referrals from within the Local Geographic Area will be in accordance with standing on the Union's Out-of-Work List and that the Union shall not refer manpower from outside the Local Geographic Area until such time as all available members residing within the Local Geographic Area have been referred.

It is further agreed that existing hiring practices within the Sydney and Port Hawkesbury Free Zones shall not be affected by this provision.

- 3.02 When it is alleged that an employer has hired non-unionized employees to perform work that would normally be subject to the terms and conditions of this Collective Agreement (excluding speciality work not normally performed by members of a Trade Union signatory to this Agreement), and/or when an employer sub-contracts such work to non-unionized forces, then it is agreed that the Union whose members would normally have performed such work shall have the right to refer the matter to grievance and/or arbitration, and to claim and collect damages for any violation(s) arising from a failure to employ Union members in accordance with the hiring and sub-contracting provisions of this Collective Agreement.

Non-union means employees other than from the union that normally supplies men in that trade division.

This clause or article only applies to employees where there is no jurisdictional dispute between signatory trade unions.

- 3.03 If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays as contained herein, the Union(s) is (are) unable to supply the quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere.
- 3.04 The employer may request through the Union qualified available workmen in good standing with the Union who had previously been on the payroll for six (6) months and who are being called back within thirty (30) working days of termination, and such men may be supplied at the sole discretion of the Business Agent or his authorized representative.
- 3.05 The employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices classification, as per Craft Appendix.
- 3.06 A sub-contractor working under this Agreement who is under Agreement with the appropriate signatory Union, shall request the Union(s) to furnish competent and qualified workmen for all the work to be performed on the jobsite, and the Union(s) shall supply, when available, such competent and qualified workmen as requested. If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays as contained herein, the Union is unable to supply the competent, qualified workmen requested, then the sub-contractor may procure such men elsewhere.
- 3.07 The employer agrees that employees employed within categories covered by the terms of this Collective Agreement shall be required, as a condition of continued employment, to become and remain a member of the appropriate Union within thirty (30) days after the date of hiring or the date of signing this Agreement.
- 3.08 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the appropriate Union, will be deemed to have voluntarily separated, and his employment will be terminated.

- 3.09 Empowered by the Authorization Forms signed by each employee, the employer agrees to deduct weekly or from the first pay period of each month the amount certified by the Union as Dues.
- 3.10 Should the employee be newly joining the appropriate Union, the employer agrees to deduct the Initiation Fee in the Amount that has been certified as the then current fee in the Nova Scotia Local Union having jurisdiction, when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees, such initiation fees shall be deducted in weekly instalments.
- 3.11 The amounts so deducted shall be remitted by the employer to the proper Union at the address on file during the third (3rd) week of each month, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.
- 3.12 The Union shall have the right to alter their dues structure, provided that the structure is not changed more than once in any twelve (12) month period and the employer receives two (2) months notice of such change.
- 3.13 Employers shall not transfer their employees from their payroll to another employer on the same site or project, unless agreed to by the Union.
- 3.14 Employers shall not hire for employment employees laid off or terminated by another employer on the same site or project (subject to the policy of the individual Unions).
- 3.15 The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the respective signatory Union.
- 3.16 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 3.17 Card men shall be replaced by the appropriate Union members when such men are available:
- (a) after they have been employed for one (1) month; and
 - (b) after notice for a minimum of one (1) working day.

**ARTICLE 3A – INDUSTRY IMPROVEMENT, STABILIZATION,
SECTOR COUNCIL AND TECHSPLOURATION FUND
(THE CONSOLIDATED FUND)**

3A.01 The parties agree to a Consolidated Fund (compromising portions **are** Industry Improvement, Stabilization, the Nova Scotia Construction Sector Council and Techsploration) as follows.

3A.02 During the term of this Collective Agreement, before the fifteenth (15th) day of each and every month during the said term, each employer shall supply and file such information as may reasonably be required by the Administrator, designated by the parties to be the Administrator, and included in such information for each single trade shall be the name of each employee, the Social Insurance Number of each employee and a schedule of total man hours paid during the previous calendar month by Union members in its employ together with a cheque in the amount as set forth in 3A.04 of this Article.

3A.03 The Consolidated Fund will be administered by a person designated as Administrator by the Cape Breton Island Building and Construction Trades Council and the employer contribution to this Consolidated Fund will be forwarded to the Administrator along with other identifying information requested by the Administrator to:

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

3A.04 (a) Each employer bound by this Collective Agreement agrees to contribute to the Consolidated Fund, for each hour paid:

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

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

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

Amendment #3 – June 1, 2009

- (c) Each employer must forward to the Administrator, along with the Consolidated Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade (ie.: Carpenters hours, Electricians hours, etc.).
- 3A.05 The Consolidated Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement.
- 3A.06 The parties hereto agree that either party pursuant to the Collective Agreement establishing the Consolidated Fund, shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding contributions, damages and all related costs.
- 3A.07 No grievance instituted by either party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions of timelines.
- 3A.08 In the event any one of the funds in Article 3A.04 (a) are wound up the following subdivision shall apply:
1. Cape Breton Island Building Trades Council portion of the Consolidated Fund shall be reduced by eighteen cents (\$0.18) per hour paid and shall be added to the wage package.
 2. Nova Scotia Construction Labour Relations Association portion of the Consolidated Fund shall be reduced by fourteen cents (\$0.14) per hour paid.
 3. Council Wide Stabilization Fund portion of the Consolidated Fund shall be reduced by thirty cents (\$0.30) per hour paid, of which fifteen cents (\$0.15) shall be added to the wage package.
 4. Nova Scotia Construction Sector Council portion of the Consolidated Fund shall be reduced by six cents (\$0.06) per hour paid, of which three cents (\$0.03) shall be added to the wage package.
 5. The Techsploration portion of the Consolidated Fund shall be reduced by four cents (\$0.04) per hour paid, of which two cents (\$0.02) shall be added to the wage package.

3A.09 Council Wide Stabilization Fund

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

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

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

3A.10 Nova Scotia Construction Sector Council

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

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

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

3A.11 Techsploration Fund

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

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

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

ARTICLE 4 - STEWARDS

- 4.01 The Business Agent or Business Manager shall appoint job/shop stewards and prior to such appointment shall discuss the appointment with the employer. The Steward of a member Union will be an employee of the employer who is a qualified journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman, he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the Foreman or Superintendent whenever possible. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement.
- 4.02 It is agreed that only one (1) Steward and one (1) Alternate on each shift shall be recognized by each employer and the Union shall notify the employer in writing of the name of the Steward and his Alternate.
- 4.03 Once appointed by the Business Manager for their respective shifts, Stewards shall not be transferred from job to job or shift to shift without approval of the Business Agent or Business Manager.
- 4.04 The Employment of the Alternate Steward shall not be terminated until the employer has discussed the matter with the Business Agent/Manager or the Steward.
- 4.05 The employer agrees to recognize the Steward and Alternate Steward appointed by the Business Manager. The Steward or Alternate (Alternate when the designated Steward is unavailable) shall be on the site whenever more than three (3) employees of his craft from the shift are working including overtime hours, Saturdays, Sundays and Holidays.
- 4.06 Subject to all other items and conditions of this Agreement, the Steward shall be the second (2nd) last man remaining on the job/shop.
- 4.07 The Steward may be on all committees pertaining to his craft. Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Subject to the limitations and specific terms of this Agreement, the management of the jobsite and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, transfer on site, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the employer.

ARTICLE 6 – FOREMAN

- 6.01 When a foreman is appointed by the employer to supervise a crew of ten (10) or more employees, he or she will be paid a minimum premium of seven percent (7%) of base rate and holiday and vacation allowance.

ARTICLE 6A – GENERAL FOREMAN

- 6A.01 When a general foreman is appointed by the employer and/or as required by the collective agreement, he or she will be paid a minimum premium of fifteen percent (15%) of base rate and holiday and vacation allowance.

ARTICLE 7 - NORMAL HOURS OF WORK

- 7.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 midnight.
- 7.02 The employer has the option of working either five (5) eight (8) hour days, or four (4) ten (10) hour days to constitute a normal forty (40) hour workweek. The employer can change from one (1) such schedule to the other, subject to the limitation that it will give the Union at least seven (7) calendar days' notice of such change.

When the four (4) ten (10) hour workweek is in effect, the standard workday shall be an established ten (10) hour period. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down due to inclement weather, then Friday may, at the option of the employer, be worked as a make-up day at straight time rate; straight time not to exceed the ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer, and the Union will be advised of the starting time. Where a ten (10) hour normal workday is being worked, the hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m, Monday to Thursday, inclusive.

When the five (5) day eight (8) hour workweek is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. Where an eight (8) hour normal work day is being worked, the hours of work shall be inclusive. When an eight (8) hour normal workday is being worked, the hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday, inclusive.

An owner or a general contractor may declare a site to be subject to a five (5) by eight (8) hour work week or a four (4) by ten (10) hour work week.

In the event that such a declaration is made, all subtrades working on the site will comply.

The 4 x 10 hour day work week shall apply only when the week is scheduled for a minimum of 40 hours (4 days @ 10 hour/day) except where the week has a holiday.

7.03 ***Lunch Period:***

Lunch break shall be one-half (2) hour as scheduled and taken within one (1) hour of the mid-point of the normal hours of work. The lunch period will be measured from ceasing labour to commencement of labour and will be taken at a time mutually agreed by the parties hereto.

7.04 ***Rest Period:***

During each normal workday, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed.

- one (1) rest period at the mid-way point of the first half of the normal hours of work
- one (1) rest period at the mid-point of the second half of the normal hours of work.

Rest period will be measured from ceasing work to commencement of labour and will be taken at a time determined by the employer. When working a four (4) day, ten (10) hour schedule, the rest period will be fifteen (15) minutes each.

7.05 Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the parties hereto.

7.06 The Union may agree that employees who have missed time during the normal scheduled hours of work, Monday through Friday, may agree to work extra hours including Saturdays at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 8 - TERMINATION OF EMPLOYMENT OR LAYOFF

8.01 *Layoffs and Severance Pay:*

Layoffs shall occur only at 12:00 noon and at 4:30 p.m. Upon being laid off, each employee shall receive severance pay of one (1) hour at the regular hourly rate.

8.02 *Notice of Layoff:*

Notice of layoff shall be given the employee at 12:00 noon and 4:30 p.m. Upon receiving notice, the employee shall be given one (1) additional hours' pay at the regular hourly rate as a severance pay (i.e. five (5) hours pay for the morning and nine (9) hours pay for the day).

8.03 Employees who are laid off or discharged from the service of the employer shall receive their wages and Separation Certificate on termination if the payroll is made up on the project (jobsite); otherwise, the employer shall mail the Separation Certificate and wages within three (3) days exclusive of Saturday and Sunday. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rate for every two (2) additional days delinquency. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee and his Job Steward shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 9 - OVERTIME

9.01 All hours worked in excess of the normal working hours, Monday through Friday, or all hours worked on Saturday, Sunday or on designated Holidays, and set forth in this Collective Agreement, shall be paid for at the premium rate set forth in the Trade Appendices.

9.02 Employees who are required to work in excess of two (2) hours overtime shall be provided with a meal. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period as follows...

twenty-five dollars (\$25.00)

ARTICLE 10 - SHIFT WORK

10.01 (a) In the event that shift work is instituted, such shift work shall be scheduled between Sunday midnight and Friday midnight and shall continue for three (3) work days excluding Saturday, Sunday and Holidays. This three (3) day requirement will not apply to any job or work that entails jobs of short duration including maintenance, repair and replacement operations excluding new construction.

(b) When the Contractor schedules a work week of four (4) ten (10) hour shifts on days, and an evening shift is scheduled, it must also be four (4) ten (10) hour shifts between Monday and Thursday.

When a Contractor schedules a work week of five (5) eight (8) hour shifts on days and an evening shift is scheduled, it must also be five (5) eight (8) hour shifts between Monday and Friday.

The Contractor has the flexibility to start the Friday evening shift at an earlier time than the four (4) previous evening shifts in the same week.

10.02 When more than one (1) shift is in operation, hourly rated employees, employed on the second shift and/or those employed on the third shift shall be paid a shift differential in accordance with the appropriate Trade Appendix.

10.03 Where employees are receiving a shift differential and who work overtime hours on such shift, they shall continue to receive the shift differential for all such overtime hours but such differential shall not be included in the calculation of overtime.

10.04 The employer shall allow a rest period of ten (10) minutes, once at the midway point of the first half of the regular scheduled shift and once at the midway point of the second half of the regular scheduled shifts.

10.05 When work cannot be performed during normal working hours due to the owners' stipulations, employees may perform the work required outside of the normal working hours according to job requirements and specifications.

ARTICLE 11 - WAGES

11.01 The regular hourly rates of pay for each classification of workmen shall be in accordance with the rates contained in the appended Trade Appendix of his trade and which apply to his classification. These Trade Appendices are attached hereto and are hereby made part of this Collective Agreement.

ARTICLE 12 - PAY PERIODS

12.01 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.

12.02 There shall be a clear statement of all earnings and deductions on each employees' payroll slip. All employers shall include a full statement of employer contributions on the wage stub. Council agreed to have direct deposit, providing a clear statement of earnings, deductions and contributions including year to date totals excluding non-payroll contributions would be given to the employees weekly, if paid direct deposit or by cheque, on the job.

12.03 In the event the Pension or Welfare Plan is discontinued for any reason whatever, the contribution shall be added to the hourly rate and become part of the wage package.

12.04 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.

12.05 When cheques are not distributed on Thursday in accordance with this Article the employees shall be allowed one-half (½) hour (paid) off to cash cheque 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 cheque is paid, commencing Monday through Friday.

12.06 The employees' work week shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

12.07 If working a four (4) by ten (10) hour day work week, a clear statement of earnings and deductions is to be given to the employee by afternoon break on Thursday, if direct deposit is used.

If paid on Thursday by cheque onsite, the employee shall receive the cheque along with a clear statement of earnings and deductions by afternoon break.

In the event of failure to comply with the above, the employee shall receive two (2) hours pay for each day until the cheque and statement of earnings and deductions, (or statement of earnings and deductions, if direct deposit), is provided.

ARTICLE 13 - REPORTING TIME

- 13.01 Any employee, after being hired and reporting for work at the regular reporting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wages. Any employee who reports for work and for whom work is provided shall receive pay for the actual time worked, but not less than two (2) hours at the regular rate of wages, unless he has been notified before leaving his home not to report.
- 13.02 Any employee requested to work on a Saturday, Sunday or Holiday who reports at the scheduled starting time and for whom no work is provided shall receive pay for two (2) hours at the regular straight time rate of pay. In order to qualify, he shall remain on the job and be available for work for one (1) hour. If he commences work or is requested to stay beyond one (1) hour, he shall receive four (4) hours pay at double (2x) the straight time rate of pay. If more than four (4) hours are worked on that day he shall receive not less than eight (8) hours at double (2x) the regular straight time rate of pay.
- 13.03 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the employer other than climatic conditions or when an employee leaves work of his own accord.
- 13.04 In order to qualify for reporting time, an employee must remain on the job and be available for work during the period of such reporting time.
- 13.05 The employer shall determine when weather conditions on the job are such that men shall or shall not work.
- 13.06 When reporting for work Monday to Friday and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time provided he remains on the project for the two (2) hours or is released by the employer.

ARTICLE 14 - VACATION AND VACATION ALLOWANCE

- 14.01 A vacation allowance of nine percent (9%) of gross earnings shall be paid to each workman. Payment of such vacation allowance shall be made weekly, or in accordance with the Trade Appendix.
- 14.02 The employer and employees shall mutually agree on the time that the employees shall take the annual vacation.

ARTICLE 15 - SUBSISTENCE

FOR BRICKLAYERS LOCAL 1, CARPENTERS LOCAL 1588, ELECTRICIANS LOCAL 1852, IRONWORKERS LOCAL 752, OPERATING ENGINEERS LOCAL 721, PAINTERS LOCAL 1945, PLUMBERS LOCAL 682 AND SHEET METAL & ROOFER LOCAL 56: PLEASE SEE INDIVIDUAL APPENDICES.

1. Zones:

- 15.01 There shall be a free zone for travel covering all territory within a forty kilometre (40 km) radius of the Cape Breton Court House, Sydney, Nova Scotia.
- 15.02 There shall be a second (2nd) free zone for travel covering all territory within a forty kilometre (40 km) radius of the Port Hawkesbury Town Hall, Nova Scotia.
- 15.03 Radius shall be deemed to be road mileage by the shortest normally travelled route.
- 15.04 Employees hired or transferred from the Sydney free zone to the Port Hawkesbury free zone and vice versa shall receive a board allowance of:

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

2. Travel During Working Hours:

- 15.05 When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when an employee uses his own vehicle at the employer's request, he shall be paid mileage allowance at the rate of...

Fifty-two cents (\$0.52) per kilometre

- 15.06 Travelling time shall be paid for such travel within the working day.

3. Jobs Outside the Free Zone (N.S.E.W.) and Free Zone to Free Zone

- 15.07 Employees working on jobs outside a free zone as set forth in 14.01 herein, shall receive an allowance per day worked based on distance from the free zone limit to the jobsite as follows:
- 0 - 11 kilometres\$7.00
 11.1 kilometres - 24 kilometres\$10.00
 24.1 kilometres - 40 kilometres\$12.00
 over 40 kilometres.....\$20.00

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15.08 Employees working on a job outside a free zone as set forth in 14.01 herein, shall receive an allowance per day worked based on distance from the twenty-four kilometre (24 km) zone around the jobsite to his normal permanent place of residence as follows:

0 - 11 kilometres	\$7.00
11.1 kilometres - 24 kilometres	\$10.00
24.1 kilometres - 40 kilometres	\$12.00
over 40 kilometres.....	\$20.00

15.09 Where public transportation is authorized by the employer, (employer pays fare), or where the employer provides transportation to the jobsite, in either case, travelling time at the single time rate of pay shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

15.10 Where applicable, mileage measurements shall be based on the shortest normally travelled route.

4. Board:

Notwithstanding (3) herein, where required by the employer to board overnight or for any length of time, adequate board authorized by the employer will be paid for by the employer.

Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid mileage allowance of:

Fifty-two cents (\$0.52) per kilometre.

Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

5. Personal Vehicle:

No employee shall be compelled to use his own vehicle to transport materials to or from a jobsite.

It is the intent of the parties that all benefits payable under this Article should be taxed in compliance with the relevant income tax legislation. The employer shall make the appropriate income tax forms (currently TD4 Forms) available on site.

ARTICLE 16 - GRIEVANCE & ARBITRATION

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

ARTICLE 17 - JURISDICTION

- 17.01 When the total tender of a project is in excess of eight million dollars (\$8,000,000.00) there shall be a mark-up meeting held with each contractor and the Cape Breton Island Building and Construction Trades Council.
- 17.02 In the event that a jurisdictional dispute arises as to the assignment of any work on the project, the employer will make an assignment of such work. Should any Union or Unions, Parties to this Agreement, disagree with the work assignment, then the Parties hereto agree to settle such jurisdictional dispute in accordance with the procedure as outlined by the National Joint Board and the Building Trades Department of the A.F.L. - C.I.O., or its successor. The employer will make available detailed drawings of the work in dispute, subject to any written restrictions the Owner may have.
- 17.03 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 that 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, which shall be binding on the Parties. 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 51 of the Trade Union Act, Chapter 475, R.S.N.S., 1989 amended.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.
- 18.02 Employees shall not be required to work with unsafe equipment, nor where proper safeguards are not provided, nor under conditions which are injurious to health when the employer has any control over such conditions. Employees failing to comply with the Occupational Health & Safety Act are subject to dismissal.

- 18.03 Employees are required to report any unsafe work conditions or unsafe equipment used to perform their jobs which they determine is hazardous to working conditions and report such observations to a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent.
- 18.04 Each contractor shall have a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent. This Committee shall investigate such unsafe conditions as reported to them. The Committee shall study the reports made and determine what, if any, unsafe conditions exist and will recommend changes to remedy any unsafe working conditions.
- 18.05 Safety hats (liners when required) must be worn by all employees on the jobsite at all times; same to be supplied by the employer, cost to be deducted from employee's pay if not returned upon termination.
- 18.06 Sanitary facilities (maintained in a clean condition, including pumping as required) and fresh drinking water with ice yearly and paper cups will be provided by the employer.
- 18.07 Fresh drinking water, tool sheds, and lunch rooms shall normally be maintained by the Craft using same except where other general arrangements have been made for a site.
- 18.08 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.
- 18.09 Climatic protective clothing is to be supplied to the employees by the employer in accordance with the specifications of the applicable Trade Appendix.
- 18.10 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.
- 18.11 If an employee is injured while working on a premium rate of pay, the prevailing provincial legislation shall apply.
- 18.12 There will be no termination of an employee on compensation unless he so requests or there is a lay-off of his trade thirty-five (35) days after the employee's accidental injury.
- 18.13 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination; if not, cost to be deducted from the employee's pay.
- 18.14 The employer shall provide adequate parking facilities for all employees on site where land is readily available for such use (public parking will not be paid for by the employer).

- 18.15 For work performed under this Contract but on Industrial sites as defined in Article 1A, safety meetings will be held in accordance with Article 19.03 of the Industrial Agreement.
- 18.16 The parties agree to observe the applicable provincial legislation or Workman's Compensation.

ARTICLE 19 - ACCESS TO THE JOBSITE

- 19.01 Business Representatives of the Union and International Representatives shall have access to the Project during working hours, but in no case shall their visits interfere with the progress of the work. Arrangements will be made with the employer's representative on the job. Conduct on the project will be subject to the general regulations of the employer.

ARTICLE 20 - SUB-CONTRACTS

- 20.01 When it is alleged that an employer has hired non-unionized employees to perform work that would normally be subject to the terms and conditions of this Collective Agreement (excluding speciality work not normally performed by members of a Trade Union signatory to this Agreement), and/or when an employer sub-contracts such work to non-unionized forces, then it is agreed that the Union whose members would normally have performed such work shall have the right to refer the matter to grievance and/or arbitration, and to claim and collect damages for any violation(s) arising from a failure to employ Union members in accordance with the hiring and sub-contracting provisions of this Collective Agreement.
- 20.02 The above Article shall be for the duration of this Agreement only and shall be terminated by either party if so desired at the next negotiations.

ARTICLE 21 - NO STRIKE - NO LOCKOUT

- 21.01 The Union and employees agrees that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the employer or any of them for the duration of this Agreement.
- 21.02 The Union and employees agrees that there shall not be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employees or Unions) who are not signatory parties to this Agreement.

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

ARTICLE 22 - HEIGHT PAY

- 22.01 Height pay shall be dealt with in accordance with the Trade Appendices. In all instances height shall be defined as "free fall to point of impact".

ARTICLE 23 - HOLIDAYS

Paid Holidays:

- 23.01 The paid holidays shall be as defined in the attached trade appendices.
- 23.02 In order to qualify for payment of paid holidays, the workman shall have been on the payroll the week of such paid holiday and worked the last available work day before and the first available work day following such paid holiday.
- 23.03 If an employee is terminated within the previous seven (7) calendar days prior to the contract holiday, he shall be paid for the contract holiday providing he has been employed by the employer for a minimum of ten (10) working days.
- 23.04 Paid holidays shall be payable at:
- (a) eight (8) hours on five (5) eight (8) hour days; and
 - (b) ten (10) hours on four (4) ten (10) hour days.
- 23.05 The employer agrees that any employee producing a Doctor's certificate for sickness for the scheduled working day before, and the scheduled working day after the holiday will receive the regular rate of pay of an ordinary working day for all statutory holidays which have been agreed upon as paid holidays.

Designated Holidays:

- 23.06 All hours worked on Saturdays, Sundays and on the following designated holidays shall be paid at double time:
- New Year's Day, Good Friday, Heritage Day (if proclaimed), Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Canada Day. If the Federal or Provincial Government declares a new Statutory Holiday, it shall be observed as an unpaid Holiday.

23.07 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

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

ARTICLE 24 - DURATION

24.01 This Agreement shall become effective on July 1, 2008 and shall remain or continue in effect until the 30th day of June, 2011. 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 sixty (60) days notice in writing prior to the termination date of this Agreement. In the event no such notice is given in time by either Party, this Agreement shall remain in effect from year to year.

ARTICLE 25 - CALL BACK TIME

- 25.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable overtime rate but not less than two (2) hours.
- 25.02 When employees are called out to work by Management on normal working days (Monday through Friday), Saturdays, Sundays, designated holidays and commence work regardless when called, Article 13 shall apply.
- 25.03 Travel time and subsistence will apply if applicable.
- 25.04 When employees qualify for reporting time (2 hours) in accordance with Article 13, and are released by the employer and recalled by Management the same work day (8:00 a.m. and 4:30 p.m.) the employee shall receive an additional five (5) hours (regardless of the number of hours worked that day) for a total of seven (7) hours at the basic rate of pay plus travel and subsistence allowance. The above shall also apply to shift work.

ARTICLE 26 - DISCIPLINE

- 26.01 The procedure in disciplining an employee, regardless of the amount of time on the project, shall be:
- (a) Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreman and Job Steward (Steward to sign only as a witness that the warning was given). Copy of the warning notice mailed to the Union office.
 - (b) Second warning calls for a suspension. The length of the suspension to be at Management's discretion, but not to exceed one (1) week.
 - (c) The above not applicable to the following:
 - intoxication
 - insubordination
 - theft
 - altercation on site
 - illegal work stoppages.

Alcoholism and Drug Addiction:

- 26.02 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the CLRA and its members and the Cape Breton Trades Council and signatory Unions agree to cooperate at the site level in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation.

ARTICLE 27 - EMPLOYER CONTRIBUTIONS & DEDUCTIONS AND EMPLOYEE DEDUCTIONS

27.01 Employers signatory to this Agreement shall remit monthly the contributions and deductions in accordance with the Benefit/Welfare/Pension and other Fund contributions and deductions set forth in the Trade Appendices. In addition, employers will make those contributions and deductions and remit the amounts set forth in Article 3A – The Consolidated Fund. The employer may remit these contributions and deductions by way of a bank transfer rather than by way of cheque.

ARTICLE 28 - DELINQUENT PAYMENTS

28.01 Timely payment of wages and contributions to all trust funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

- (i) The Union shall advise the employer in writing of any delinquency.
- (ii) If within seven (7) days of receipt of notification exclusive of Saturday, Sunday and Holidays, the employer has failed to pay delinquent contributions or the employer or his Construction Labour Relations Association has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

This is not to be construed that the above charges relieve the employer of any further liabilities which may occur because of his failure to report any pay contributions/deductions as provided.

- (iii) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon seventy-two (72) hours notice to the employer, withdraw its' members from the delinquent employer without contravening the terms of this Agreement.
- (iv) The delinquent company will be liable for all legal costs incurred in the recovery of contributions.

ARTICLE 29 - BONDING

29.01 The parties agree that, where the trustees of a Pension and/or Welfare and/or Training Fund have determined that there is a pattern of defaulting on contributions to such fund or funds on the part of employers who have not been party to a Collective Agreement with the Union or Unions for a period of one (1) year, then, upon the recommendation of the trustees, the Union or Unions may decline to supply employees to any employer who has not been a party to a Collective Agreement with the Local Union or Unions until the employer provides a security for a period of one (1) year in the amount of fifty thousand dollars (\$50,000.00). This security may be used by the trustees, in the event of a default of payment by the said employer of Pension and/or Welfare and/or Training Funds as set out in this Collective Agreement, and applied to mitigate said default. The fifty thousand dollars (\$50,000.00) security shall be returned by the Union to the employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the employer along with accumulated interest, where the employer has not defaulted in any payments required for the Funds referred to herein, within the one (1) year period.

For the purpose of this Article the fifty thousand dollars (\$50,000.00) security shall be in the form of a negotiable security and negotiable at par and be deposited with the Administrator, Benefit Plan Administrators Limited.

ARTICLE 30 - OLDER WORKERS

30.01 The Parties agree that, in the event a scheme is set up with the participation of the Federal Government, the Provincial Government and the Construction Industry to assist the retirement of Older Workers from the industry then, as and when such a scheme is established, the employer shall contribute five cents (\$0.05) per hour for each hour paid in Commercial, and fifteen cents (\$0.15) per hour for each hour paid in Industrial. It is agreed that this contribution shall, minimally, be matched by an equal hourly contribution from the Unions.

This contribution shall become effective only upon thirty (30) days written notice to the Parties of the establishment of the scheme and shall apply on all jobs tendered after the establishment of the scheme.

All monies contributed under this Article will be used exclusively for the purposes of the above noted scheme.

ARTICLE 31- SIGNATORIES

31.01 This Collective Agreement shall become effective as of July 1, 2008.

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

**SIGNATORIES FOR AND ON BEHALF OF THE EMPLOYERS:
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

ALLAN STAPLETON

GREIG MACLEOD

**SIGNATORIES FOR AND ON BEHALF OF THE UNIONS:
INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS,
LOCAL UNION 1**

RAY DELESKIE

AL DEAN

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA,
LOCAL UNION 1588**

COLIN CAMPBELL

GERARD R. BOUDREAU

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 1852**

Amendment #3 – Bricklayer – June 1, 2009

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS &
ASBESTOS WORKERS, LOCAL UNION 116**

**INTERNATIONAL ASSOCIATION OF BRIDGE' STRUCTURAL, ORNAMENTAL &
REINFORCING IRONWORKERS, LOCAL UNION 752**

JOHN WILSON

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

DOUGLAS SERROUL

TROY COLBURN

MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178

IAN MACISAAC

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721

KEVIN MACDONALD

**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, LOCAL UNION
1945**

WILFRED JARVIS

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE
PLUMBING STEAMFITTING & PIPEFITTING INDUSTRY OF THE UNITED
STATES & CANADA LOCAL UNION 682**

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 56

JAMEAL JACK WALL

GERALD PHILLIPPS

COMMERCIAL PROJECTS COLLECTIVE AGREEMENTS SCHEDULE “A”

1. To enhance communication between Unions and employers with an emphasis on resolving disputes between both Parties.
2. Tribunal to consist of six (6) members, three (3) from Labour and three (3) from Management.

In the event of a **dispute in the Mechanical Sector**, the make-up of the Joint Tribunal would be as follows:

LABOUR	MANAGEMENT
2 - Mechanical Business Managers	2 - Mechanical Contractors
1 – Civil Business Manager	1 – Civil Contractor

In the event of a **dispute in the Civil Sector**, the make-up of the Joint Tribunal would be as follows:

LABOUR	MANAGEMENT
2 – Civil Business Managers	2 – Civil Contractors
1 – Mechanical Business Manager	1 – Mechanical Contractor

Members of the Joint Tribunal to be mutually agreeable to both Parties.

Nothing in this Addendum precludes either Party from exercising either rights as spelled out in the *Nova Scotia Trade Union Act*.

Parties to the dispute, may not serve on the Tribunal hearing their dispute.

**COMMERCIAL PROJECTS COLLECTIVE AGREEMENTS
SCHEDULE “B”**

The Parties will jointly identify the scope of non-Union construction on C.B.I. and any interested trades may re-open the small job provisions of the Commercial Agreement on a trade-by-trade basis to make themselves more competitive.

A joint Committee made up of three (3) nominees each from the Council and the CLRA, shall meet promptly to gather pertinent information and to make recommendations to more affectively pursue small Commercial and Residential work.

ADMINISTRATION AGREEMENT
SCHEDULE “C”

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

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

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

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

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

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

COMMERCIAL PROJECTS COLLECTIVE AGREEMENTS
SCHEDULE “D”

All on-site work for the Tar-Ponds, Cleanup, including Administrative Facilities and Maintenance Facilities, etc shall be performed under the Provisions of the Commercial Agreement, except the Construction of any incinerator or processing facility on site or off site (thirteen and one half million (13.5 million) or over) which will be performed under the provisions of the Industrial Agreement.