# APPENDIX NO. 9 - SHEET METAL - INDUSTRIAL

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

- AND-

SHEET METAL WORKERS’ INTERNATIONAL ASSOCIATION, LOCAL 56
(hereinafter referred to as the "Union")

**NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>V &amp; H 9%</th>
<th>Pension</th>
<th>Benefit</th>
<th>Occupational Health &amp; Safety</th>
<th>Training &amp; Apprenticeship Fund</th>
<th>Consol. Fund</th>
<th>IIF</th>
<th>Total Pkg.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JOURNEYMAN SHEET METAL WORKERS</strong></td>
<td></td>
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</tr>
<tr>
<td>August 24, 2018</td>
<td>$39.59</td>
<td>$3.56</td>
<td>$6.30</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.88</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$54.87</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>$39.82</td>
<td>$3.58</td>
<td>$6.30</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.88</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$55.12</td>
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<tr>
<td><strong>OIL FURNACE SERVICEMAN - SHEET METAL WORKER</strong></td>
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<td>$55.12</td>
</tr>
</tbody>
</table>

In addition to the above hourly rates the employer shall pay the amount set out in the Pension Plan, Benefit Plan, Occupational Health & Safety, Training & Apprenticeship, Consolidated Fund, and Industry Improvement Fund of this Appendix.
RE-OPENER:
Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between Sheet Metal 56 and the CLRA may be amended upon the agreement of Sheet Metal 56 and the CLRA.

ENABLING:
Where a particular article or articles of this Collective Agreement is/or are found to work a hardship for a particular project, the terms and conditions in this Agreement for that project may be modified by mutual consent, of the Union and the CLRA, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration. The Parties agree that they shall meet in joint conference no later than thirty (30) days after the ratification of this Agreement to discuss means of enabling and procedures to be followed.

UNION DUES:
The employer shall deduct Union Dues in the amount of three (3) hours per month of the Journeyman's wage package from the employee and remit to the Financial Secretary, Sheet Metal Workers' International Association, Local Union 56.

SUPPLEMENTARY UNION DUES CHECK-OFF:
The employer shall deduct supplementary Union Dues in the amount of forty-four cents ($0.44) per hour.

The employer shall remit such deductions not later than the fifteenth (15th) day of the month following the month of earnings by the employee to:

Financial Secretary
Sheet Metal Workers' International Association, Local Union 56
470 Gatesway Avenue
Edwardsville, NS B2A 4S8
SUPERVISION:
- Foreman premium........................a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance
- From 3 to 6 employees.................1 working Foreman
- From 7 to 10 employees..............1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman
- When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.
- Three (3) or more Foremen........1 General Foreman

When present Foreman in employers workforce are occupied, the employer may name-hire Foremen for jobs of six (6) or more men, regardless of their place on the “out-of-work” list. Such Foreman must be laid off at the completion of the job for which they were hired, unless they are being retained as a Foreman over a job of six (6) men or more.

TRANSFER:
An outside unionized employer may transfer two (2) of his employees from his home Local to work on Cape Breton Island.

SHOP STEWARD:
When there is an established Sheet Metal Shop/Company in the area, there shall be one (1) recognized Steward per Company.

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 one (1) employee of his craft is working, including overtime hours, Saturdays, Sundays, and Holidays. The Steward's overtime rights only apply on the site where the Steward is normally working.

PAID HOLIDAYS:
The following are paid holidays: Remembrance Day, Good Friday.

UNION LABEL:
All Sheet Metal fabricated other than by Local 56 shall have a Sheet Metal Worker Label. If such fabrication hinders, delays or prevents the construction of a project, a meeting shall be arranged between the owner, the contractor and the Union to discuss and assess the situation.
SHIFT DIFFERENTIAL:
When Management requires two (2) or more shifts within twenty-four (24) hours, the following work schedule will apply:

- 8:00 a.m. - 4:30 p.m. ....................First Shift
- 4:30 p.m. - 12:00 Midnight.............Second Shift
- 12:00 Midnight - 8:00 a.m. ............Third Shift

Second or third shifts .....................fifteen percent (15%) shift differential.

SPECIAL RATES:
Applicable to Sheet Metal workers only:

Height Pay
Employees covered by this Agreement required to work at heights of fifty feet (50’) or over shall receive pay in addition to their regular rate at the following rates:

- 50’ to 70 feet...........................Twenty cents ($0.20) per hour above normal rate
- 70’ to 90 feet...........................Thirty cents ($0.30) per hour above normal rate
- Plus twenty cents ($0.20) per hour for every additional twenty feet (20’) above the ninety foot (90’) level.

MAKE-UP TIME:
Employees may work up to forty (40) hours per week, Monday to Friday, but excluding Saturday and Sunday, regardless of the number of hours worked in any one day, at the straight rate of pay.

PROTECTIVE CLOTHING:
Rain gear and gloves will be supplied to employees as required, and face shields and heat resistant coveralls will be supplied to the pot man as required. The employee shall be responsible for this equipment, normal wear and tear excepted.
EMPLOYER CONTRIBUTIONS:
I) Employers working under this Agreement shall remit monthly to the Administrator the amounts set out in the Articles titled Benefit Plan and Pension Plan. This remittance shall be one (1) cheque made payable to:
   Sheet Metal Workers, Local 56 Benefit and Pension Plan Trust Fund
c/o Benefit Plan Administrators (Atlantic) Limited
   Ravine Centre Two
   38 Solutions Drive, Suite 100
   Halifax, NS B3S 0H1

   • Benefit Plan:
     .......................................................... two dollars eighty cents ($2.80) per hour paid

   • Pension Plan........ as per wage tables

II) Employers working under this Agreement shall remit monthly to the Administrator per hour worked as per Article 8D – Consolidated Fund to:
   Administrator
   Cape Breton Island Building & Construction Trades Council
   238 Vulcan Avenue
   Sydney, NS B1P 5X2

III) Employers working under this Agreement shall remit monthly to the Administrator eighty-eight cents ($0.88) per hour worked to:
   Financial Secretary
   Cape Breton Sheet Metal Workers Training Program
   or
   Cape Breton Roofers Training Program
   470 Gatesway Avenue
   Edwardsville, NS B2A 4S8

IV) Employers working under this Agreement shall remit monthly to the Administrator per hour paid as per Article 8E – Industry Improvement Fund to:
   The Administrator
   Nova Scotia Construction Labour Relations Association
   260 Brownlow Avenue, Unit #1
   Dartmouth, NS B3B 1V9
BENEFIT PLAN:
The parties hereto agree to the establishment of a Benefit Plan as follows:
(a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the parties hereto.
(b) The Benefit Plan to be established shall be professionally administered.
(c) Each employer shall sign a Participation Agreement as approved by the Trustees.
(d) The employer shall make contributions at the rate as follows:

\[ \text{two dollars eighty cents ($2.80)} \]

As set out under employer Contributions, Item 1 .... Administrator: Benefit Plan Administrators Limited.

PENSION PLAN:
The Parties hereto agree on a Pension Plan as follows:
(a) The Trust Document under which the Pension Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto;
(b) The employer shall make contributions at the rate shown in the wage tables per hour paid as set out under Employer Contributions, Item I .. Administrator: Benefit Plan Administrators Limited.
(c) The Pension Fund shall be professionally administered.
(d) In the event the Pension Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

The Parties to this Collective Agreement agree that the trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the Parties hereto to enforce the payment of such contributions and collect overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by an individual employer. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and right to receive the same to the Trustee.
CONSOLIDATED FUND:
The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

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

INDUSTRY IMPROVEMENT FUND:
The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

  The Administrator  
  Nova Scotia Construction Labour Relations Association  
  260 Brownlow Avenue, Unit #1  
  Dartmouth, NS  B3B 1V9

Remittance forms for this fund are available at www.nsclra.ca or by phone at 902-468-2283.
**APPRENTICES:** Not applicable to Cladding and Decking  
*(The percentages next to each block of hours represents the percentage of the Journeyman’s increase that is given to that block of hours)*

**NOTE:** Wage Rates Effective August 24, 2018 - June 30, 2020

<table>
<thead>
<tr>
<th>Effective Date: August 24, 2018</th>
<th>Hourly Rate</th>
<th>V &amp; H 9%</th>
<th>Pension Benefit</th>
<th>Occupational Health &amp; Safety</th>
<th>Training &amp; Apprenticeship Fund</th>
<th>Consol. Fund</th>
<th>IIF</th>
<th>Total Pkg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1000 hours 50%</td>
<td>$18.55</td>
<td>$1.67</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$29.14</td>
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<tr>
<td>1001 - 2000 hours 55%</td>
<td>$20.82</td>
<td>$1.87</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$31.61</td>
</tr>
<tr>
<td>2001 - 3000 hours 60%</td>
<td>$23.17</td>
<td>$2.08</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
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<tr>
<td>3001 - 4000 hours 65%</td>
<td>$25.58</td>
<td>$2.30</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$36.80</td>
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<tr>
<td>4001 - 5000 hours 75%</td>
<td>$29.39</td>
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<td>$0.80</td>
<td>$0.78</td>
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<tr>
<td>6001 - 7000 hours 85%</td>
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<td>$5.50</td>
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<td>$0.80</td>
<td>$0.78</td>
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<td>$47.09</td>
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<tr>
<td>7001 - 8000 hours 90%</td>
<td>$35.62</td>
<td>$3.20</td>
<td>$5.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$49.74</td>
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<tr>
<th>Effective Date: July 1, 2019</th>
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<th>Total Pkg.</th>
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</thead>
<tbody>
<tr>
<td>0 - 1000 hours 50%</td>
<td>$18.66</td>
<td>$1.68</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
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<tr>
<td>1001 - 2000 hours 55%</td>
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<td>2001 - 3000 hours 60%</td>
<td>$23.30</td>
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<td>$0.80</td>
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<td>3001 - 4000 hours 65%</td>
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<td>$0.78</td>
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<td>$36.96</td>
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<tr>
<td>4001 - 5000 hours 75%</td>
<td>$29.56</td>
<td>$2.66</td>
<td>$4.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
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<td>5001 - 6000 hours 80%</td>
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<td>$0.80</td>
<td>$0.78</td>
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<tr>
<td>6001 - 7000 hours 85%</td>
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<td>$0.80</td>
<td>$0.78</td>
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<td>$47.30</td>
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<tr>
<td>7001 - 8000 hours 90%</td>
<td>$35.82</td>
<td>$3.22</td>
<td>$5.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$49.96</td>
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</table>

In addition to the hourly rates the employer shall pay the amounts as set out in the Pension Plan, Benefit Plan, Occupational Health & Safety, Training Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.
SHEET METAL WORKERS & ROOFERS AND APPRENTICESHIP TRAINING FUND:
The employer shall contribute thirty-four cents ($0.34) per hour, and the employee shall contribute twenty-nine cents ($0.29) per hour up to forty (40) hours per week as set herein, as employers and employees both recognize the need and benefits derived from training received in new techniques of the industry.

The employer shall contribute an additional twenty-five cents ($0.25) per hour for each employee to finance the cost and operations of the Sheet Metal Workers and Roofers Local 56 Training Center. The hourly rates in the wage tables contained herein have been reduced by this amount. In the event that this contribution is no longer necessary, the twenty-five cents ($0.25) will revert to the employee wage package.

The total of eighty-eight cents ($0.88) per hour, per hour employed by all employees working under the conditions of this agreement, shall be sent by the employers concerned as set out under Employer Contributions, Item III, with a list of names in alphabetical order, to the Financial Secretary of the Cape Breton Sheet Metal Training Program and Cape Breton Roofers Training Program. Five cents ($0.05) of the employer portion shall be applied to providing training to all Union members eligible for upgrading.

OH&S TRAINING:
Sheet Metal Union Local 56 agrees to provide all members with up to date OH&S Training, in the categories as listed below, including members working for an employer and those being referred to an employer. The employer shall contribute eighty cents ($0.80) to Local 56 Training Fund; fifty cents ($0.50) from the employer and thirty cents ($0.30) from the employee going in as an employer contribution per hour paid.

In the event the OH&S Training is discontinued or the amount reduced the employer contribution will be returned to the employer and the reduced employee contribution will be added to the wage rate.

Prior to the annual wage increase each year the Nova Scotia Construction Labour Relations Association and Sheet Metal Union Local 56 will meet to review the amount of contribution required to maintain the providing of the OH&S courses.
Sheet Metal Union Local 56 agrees to provide additional OH&S courses that are not listed above providing there is a surplus in the OH&S contributions. Discussion on such additional training would become part of the annual meeting.

Categories included:
1. WHMIS
2. Fall Protection Type 1
3. Confined Space Practical
4. Emergency First Aid
5. Forklift

These additional training courses will be provided at the discretion of the JATC:
6. Introduction to Rigging
7. Staging Set-Up
8. Elevated Lift Training

**ROOFER PERSONNEL:**
Work force ratio shall be three (3) Roofers to one (1) Roofer Assistant/Apprentice.

The Union shall issue to each Roofer Assistant/Apprentice a log book in which the Roofer Assistant/Apprentice shall record the number of hours he has worked in the trade. These hours shall be confirmed by both the employer and the Union. The log book shall travel with the Roofer Assistant/Apprentice from job to job and from employer to employer.

A Roofer Assistant/Apprentice shall serve a 24 month (4,000 hour) training program. Upon completion of the 4,000 hours the Assistant/Apprentice shall have the status of a Roofer.

The wage rate for Roofer Assistants/Apprentices shall be as follows:

**NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020**

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<th>Total Pkg</th>
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<tbody>
<tr>
<td>August 24, 2018</td>
<td>$38.04</td>
<td>$3.42</td>
<td>$6.30</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.88</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$53.18</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>$38.27</td>
<td>$3.44</td>
<td>$6.30</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.88</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$53.43</td>
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**ROOFER ASSISTANT/APPRENTICE:**
(The percentages next to each block of hours represent the percentage of the Roofers increase that is given to that block of hours.)

**NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020**

| ROOFER ASSISTANT/APPRENTICE - SHEET METAL WORKER |
|---------------------------------|----------------|------------|------------|----------------|-------------|-------------|-----------|------------|
| **Effective Date:** August 24, 2018 | **Hourly Rate** | **V & H 9%** | **Pension** | **Benefit** | **Occupational Health & Safety** | **Training & Apprenticeship Fund** | **Consol. Fund** | **IIF** | **Total Pkg.** |
| 0 - 1000 hours 70% | $24.99 | $2.25 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $38.16 |
| 1001 - 2000 hours 80% | $29.49 | $2.65 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $43.06 |
| 2001 - 3000 hours 90% | $34.11 | $3.07 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $48.10 |
| 3001 - 4000 hours 95% | $36.36 | $3.27 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $50.55 |

**Effective Date:** July 1, 2019

| ROOFER ASSISTANT/APPRENTICE - SHEET METAL WORKER |
|---------------------------------|----------------|------------|------------|----------------|-------------|-------------|-----------|------------|
| **Effective Date:** July 1, 2019 | **Hourly Rate** | **V & H 9%** | **Pension** | **Benefit** | **Occupational Health & Safety** | **Training & Apprenticeship Fund** | **Consol. Fund** | **IIF** | **Total Pkg.** |
| 0 - 1000 hours 70% | $25.16 | $2.26 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $38.34 |
| 1001 - 2000 hours 80% | $29.67 | $2.67 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $43.26 |
| 2001 - 3000 hours 90% | $34.32 | $3.09 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $48.33 |
| 3001 - 4000 hours 95% | $36.58 | $3.29 | $5.50 | $2.80 | $0.80 | $0.88 | $0.78 | $0.16 | $50.79 |

The Parties agree that at the time a Provincial Apprenticeship Program for Roofers becomes effective they shall amend this Collective Agreement to include the Apprenticeship Schedule of Rates provided under the Provincial Program.
TOOL LIST (ROOFER):
Every employee must have in his possession at the job the following tools:

- Roofing Knife
- 25’ Tape
- Keyhole Saw
- Chalk Line
- Bag or Pouch
- Hammer
- Small Trowel
- Adjustable Wrench
- Scissors

Journeymen Sheet Metal Workers shall supply and maintain for themselves:

- 25’ Tape
- Pencil and Note Book
- 1 Thinners Hammer
- 1 Set Allen Wrenches
- 1 Set Spanner 5/16 to 7/8
- 1 Hacksaw
- 1 Crescent Wrench
- 1 Vice Grip
- 1 Scratch Awl
- 1 Centre Punch
- 1 Utility Knife
- 1 Chalk Line
- 1 Tool Box approx. 20” x 8” x 10”
- 1 Pr. Shears approx. 13½ x 2½ cut
- 1 Set of 3 Screwdrivers
- 1 Set of 3 Robertson Screwdrivers
- 1 Set of 3 Phillips Screwdrivers
- 1 Pr. Long nosed Cutting Pliers
- 1 Pr. Combination Pliers
- 1 Set of 2 Aviation Snips - M-1, M-2 & M-5
- 1 Plumb Bob

If working on stainless steel the employer shall provide stainless steel cutting snips, which are to be returned to the employer after use.

COLD PROCESS:
Where a job involves cold process roofing, employers shall provide employees who performed the cold process work with a replacement pair of boots once the job has been completed. Employees may receive a pair of replacement boots once per year under this section.

TOOL LOCK-UP:
A separate tool lock-up will be provided for Sheet Metal employees where employers have in their employ employees in more than one trade.
UNION ADMINISTRATION FUND:
The employer agrees to deduct fifty cents ($0.50) per hour worked and effective July 1, 2019, seventy-five cents ($0.75) per hour worked for each employee and to remit by the second (2nd) week of each month, together with a list of employees and hours worked, to:

Local 56 Sheet Metal Workers
470 Gatesway Avenue
Edwardsville, NS  B2A 4S8

SUBMISSION OF RECORDS:
The Business Agent will forward to the employer a record form compatible to Bulger forms for submission to the Union office monthly which will list all employer contributions to benefit plans and employee payments to union dues.

The applicable working conditions shall be in accordance with this Collective Agreement.

SHEETER DECKER:
NOTE: Wage Rates Effective August 24, 2018 - June 30, 2020

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Hourly Rate</th>
<th>V &amp; H 9%</th>
<th>Pension</th>
<th>Benefit</th>
<th>Occupational Health &amp; Safety</th>
<th>Training &amp; Apprenticeship Fund</th>
<th>Consol. Fund</th>
<th>IIF</th>
<th>Total Pkg.</th>
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<tr>
<td>August 24, 2018</td>
<td>70%</td>
<td>$27.94</td>
<td>$2.52</td>
<td>$3.50</td>
<td>$2.80</td>
<td>$0.80</td>
<td>$0.88</td>
<td>$0.78</td>
<td>$0.16</td>
</tr>
<tr>
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<td>80%</td>
<td>$31.73</td>
<td>$2.86</td>
<td>$4.50</td>
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<td>$0.80</td>
<td>$0.88</td>
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<td>$0.16</td>
</tr>
<tr>
<td></td>
<td>90%</td>
<td>$35.62</td>
<td>$3.20</td>
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<td></td>
<td>95%</td>
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<tr>
<td>July 1, 2019</td>
<td>70%</td>
<td>$28.11</td>
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<tr>
<td></td>
<td>80%</td>
<td>$31.92</td>
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<tr>
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<td>$0.78</td>
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</tbody>
</table>

Contractors shall make best efforts to aid Local 56 Sheet Metal Workers and Roofers in the development and delivery of a Sider/Decker curriculum program for apprentices.

Amendment #3 – July 1, 2019
IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 13th day of December, 2018.

SIGNATORIES

FOR THE EMPLOYER

ROBERT SHEPHERD

CALUM MACLEOD

CHRIS BRACE

FOR THE UNION

JAMAEL JACK WALL

GERALD PHILLIPPO