

**MECHANICAL COLLECTIVE AGREEMENT LOCAL 56
DOMESTIC, COMMERCIAL, INDUSTRIAL
COLLECTIVE LABOUR AGREEMENT**

BETWEEN:

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS
ASSOCIATION LIMITED**

(On behalf of each of its Mechanical contracting members, or future Mechanical contracting members, and such members shall be)
(hereinafter referred to as the "CLRA")

Nova Scotia Construction Labour Relations Association Limited
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9
Phone: (902) 468-2283 Fax: (902) 468-3705

- AND -

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA, LOCAL UNION 56**

(hereinafter referred to as the "Union")

Mechanical Union Local 56
30 Neptune Crescent, Woodside Industrial Park
Dartmouth, NS B2Y 4R8
Phone: (902) 466-9920 Fax: (902) 466-2368

Definitions of terms required for interpretation of this Agreement are attached hereto and forming part hereof.

THIS AGREEMENT dated at Dartmouth, this 8th day of June, 2018.

EFFECTIVE DATE: May 1, 2018
EXPIRATION DATE: April 30, 2021

Amendment #1 – July 1, 2018
Amendment #2 – May 1, 2019
Amendment #3 – January 1, 2020

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote good working relations between the various members of the Association and the Union to the end that the construction industry in the area covered by this Agreement shall proceed with maximum efficiency in all its undertakings and strive to make unionized construction the preferred choice for buyers of construction.
- 1.02 This Agreement will apply to domestic, commercial and industrial plumbing and pipefitting. Conditions to apply in particular for industrial plumbing and pipefitting are set out in Schedule "A" attached hereto and forming part hereof.

ARTICLE 2 - JURISDICTION OF AGREEMENT

- 2.01 Both Parties agree that continuity of employment under the conditions peculiar to the construction industry requires control of Agreement on an area or district basis rather than on a job or project basis. Both Parties agree that this Agreement is limited to an area covering Halifax County and that part of Colchester County situated west of line running from Black Rock to the apex of Colchester, Pictou, Guysborough and Halifax County, Hants, Kings, Annapolis, Lunenburg, Queens, Shelburne, Yarmouth and Digby Counties inclusive for domestic commercial and industrial work.

Multi-Storey Residential and Light Commercial– Schedule “R”

- 2.02 Article 2.02 shall apply to all Multi-Storey Residential and Light Commercial jobs which are defined in the attached Schedule “R” of this Agreement. The focus of this Schedule “R” is to enable employers to be competitive in this sector and to increase the unionized mechanical share of this market. The scope of the Agreement defines the jobs covered by this Agreement and sets forth the working conditions, hours of work and rates of pay in the attached Schedule “R”.

ARTICLE 3 - RECOGNITION

- 3.01 The employer and the CLRA recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement.
- 3.02 The Union recognizes the CLRA as the sole collective bargaining agent for all mechanical unionized employers, defined herein, in the construction industry as covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.
- 3.03 The Union agrees that priority in supply of members will be given to employers who are bound by and to the terms and conditions as set out in this Agreement.
- 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 30 of the Trade Union Act.

ARTICLE 4 - JURISDICTIONAL DISPUTES

- 4.01 Both Parties recognize that the individual members of the CLRA and the Union have respective responsibilities to other Parties and organizations. They agree that jurisdictional disputes shall not interfere in any way with the orderly expeditious and economic progress of the work.
- 4.02 All jurisdictional disputes between or among building and construction trade Unions and employers, Parties to this Agreement, shall be settled or adjusted according to the plan established by this Building Construction Trades Department (plan for joint board for settlement of jurisdictional disputes in the building and construction industry) or any other plans or methods adopted in the future by the Building and Construction Trades Department, providing such plan or method includes equal participation by Management. Decisions shall be final, binding and conclusive on both the employer and the Union, Parties to the Agreement. Notwithstanding the above, Parties to a jurisdictional dispute may have first recourse to the Nova Scotia Trade Union Act.
- 4.03 When a jurisdictional dispute involving work included in the employer's contract arises, a meeting shall be convened by the employer which shall include attendance by all directly interested Parties. Such meeting shall be held within two (2) working days of the notification to the employer of the dispute. Should a resolution not be made at the meeting, the assignment shall be set out in writing by the employer and provided to the Parties within one (1) working day of the meeting.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees and acknowledges that the employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.
- 5.02 Without restricting the generality of the foregoing paragraph, it is the exclusive function of the employer:
- (a) To hire, direct, promote, demote, lay off, discipline and discharge employees for proper and sufficient cause.
 - (b) To determine the design of the products to be handled; tools, equipment and procedures required; scheduling of work and locations of equipment.
 - (c) To determine the rules and regulations to be observed by employees on the job.
- 5.03 The CLRA recognizes that the Union has recourse through the grievance procedure if it feels that the employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

ARTICLE 6 - BUSINESS AGENT AND JOB STEWARD

- 6.01 The Union shall, from time to time, advise the employer in writing of the names of its current Business Agent.
- 6.02 The Business Agent and/or Business Manager shall have access to the job sites in the performance of his duties in servicing this Agreement, providing he has first notified the employer's Superintendent and/or Project Manager. The Business Agent shall not interfere in any way with the progress of the work.
- 6.03 The Union Business Manager may appoint a qualified Job Steward who shall be a competent journeyman from the employees regularly working on the job. The Union will notify the employer of the name of the Job Steward appointed. Two (2) days notification will be given to the Union before the Shop Steward is laid off.
- 6.04 There shall be a course known as a Job Steward Course set up under the Joint Journeymen Training Program for journeymen who wish to become Job Stewards.
- 6.05 It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job.
- 6.06 The Job Steward, if practicable, shall work all the 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 6A - JOB STEWARDS

- 6A.01 This Article shall apply to all work defined in Articles 23A.01, 23A.02, and 23A.03 except for Commercial projects with an original accepted tender value (man hours and material, plumbing and heating only) of less than two million dollars (\$2,000,000).
- 6A.02 The Union Business Manager may appoint a Job Steward from amongst the journeymen employees of the employer on a job or a construction project. He then shall notify the employer in writing of the name of the Job Steward appointed. The employer shall recognize a temporary Job Steward if notified by the Business Manager or the regular Job Steward to act during the absence of the regular Job Steward.
- 6A.03 The duty of the Job Steward shall be to assist in adjusting differences or misunderstandings between employees and the employer arising out of the interpretation, application or administration of this Agreement in accordance with the provisions of Article 8 - Grievance Procedure, contained herein.
- 6A.04 It is understood and agreed that Stewards are employed to perform full time productive work for the employer except when performing their specific duties as set out herein.
- 6A.05 The Job Steward shall be allowed to carry out such duties without discrimination so long as he reports to his foreman before absenting himself from his regular work duties all with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused.
- 6A.06 The Job Steward shall not suffer discrimination or punitive measures for representing the employees and shall be offered to work all overtime, for which he/she is qualified.
- 6A.07 On any job site or construction project the Union and the employer may mutually agree upon an employee on site being designated to act as the Job Steward. Such mutual agreement shall not be unreasonably withheld. The Business Manager will be notified when the Steward is laid off or transferred.
- 6A.08 The Job Steward, agreed to under 6A.07, shall be the second last employee on a job site or construction project to be laid off or transferred, not including office personnel.

ARTICLE 7 - ACCESS TO THE JOB SITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Representatives must request access from the employer's representative on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the employer/owner. The Business Representative must provide their own personal protective equipment as required on the job site.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

- 8.01 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.
- 8.02 Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

ARTICLE 9 – DISCIPLINE

9.01 Use of cell phones/Blackberries/smartphones/etc. will not be permitted by employees onsite, except as explicitly authorized by the employer. Violations of this article shall be subject to the following disciplinary scheme:

- First offence: warn the employee in writing. Warning notice to be signed by the employee’s Foreman, copy of warning notice to be sent to the Union office.
- Second offence: one (1) day suspension. Notify Union before suspension takes place.
- Subsequent offence: seven (7) day suspension or dismissal as determined by the employer.

This section shall not apply to stewards and foremen using cell phones in the course of their duties.

ARTICLE 10 - DESIGNATED HOLIDAYS

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

10.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 21 for all hours worked at the request of the employer.

Should new statutory holidays be acknowledged during the term of this agreement, these new holidays shall be appropriately recognized by the employer in applicable province(s).

CALENDAR YEAR <u>2018</u>	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Victoria Day	Monday May 21, 2018	Same
Canada Day	Sunday July 1, 2018	Monday July 2, 2018
Labour Day	Monday September 3, 2018	Same
Thanksgiving Day	Monday October 8, 2018	Same
Remembrance Day	Sunday November 11, 2018	Monday November 12, 2018
Christmas Day	Tuesday December 25, 2018	Same
Boxing Day	Wednesday December 26, 2018	Same
CALENDAR YEAR <u>2019</u>	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Tuesday January 1, 2019	Same
Heritage Day	Monday February 18, 2019	Same
Good Friday	Friday April 19, 2019	Same
Victoria Day	Monday May 20, 2019	Same
Canada Day	Monday July 1, 2019	Same
Labour Day	Monday September 2, 2019	Same
Thanksgiving Day	Monday October 14, 2019	Same
Remembrance Day	Monday November 11, 2019	Same
Christmas Day	Wednesday December 25, 2019	Same
Boxing Day	Thursday December 26, 2019	Same
CALENDAR YEAR <u>2020</u>	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Wednesday January 1, 2020	Same
Heritage Day	Monday February 17, 2020	Same
Good Friday	Friday April 10, 2020	Same
Victoria Day	Monday May 18, 2020	Same
Canada Day	Wednesday July 1, 2020	Same
Labour Day	Monday September 7, 2020	Same
Thanksgiving Day	Monday October 12, 2020	Same
Remembrance Day	Wednesday November 11, 2020	Same
Christmas Day	Friday December 25, 2020	Same
Boxing Day	Saturday December 26, 2020	Monday December 28, 2020
CALENDAR YEAR <u>2021</u>	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2021	Same
Heritage Day	Monday February 15, 2021	Same
Good Friday	Friday April 2, 2021	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 11 - STRIKES & LOCKOUTS

- 11.01 During the term of this Agreement there shall not be any strikes or lockouts or other interference with the regular work on any job under this Agreement. All grievances and disputes will be processed in strict accordance with the provisions of this Agreement.

ARTICLE 12 - JOB CONDITIONS

- 12.01 Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required and have clean adequate space for eating meals. At the request of the Foreman, hand cleaner, paper towels and drinking water in reasonable quantities will be made available.
- 12.02 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. Toilet facilities shall be made available as per the Occupational Health & Safety Act Occupational Safety General Regulations.
- 12.03 The use of vehicles of any description (unless furnished by the employer) will not be permitted for the transportation of materials and equipment. When an employee is requested to travel from one (1) job site to another, in his own vehicle, during working hours, he shall be paid the mileage allowance as set out in Article 17.02 in addition to his regular hourly wage.
- 12.04 Any employee, who has provided his current address and telephone number in writing to his employer, and who reports to work at the designated job site, at his scheduled starting time, not having been previously notified not to report, shall receive pay for three (3) hours at his applicable rate of wages.
- 12.05 To qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.06 If the employee has reported for work and no work is available due to inclement weather, two (2) hours reporting pay will be allowed at the basic straight time hourly rate of wages and the employee must remain on the job site ready for work during such reporting time.

- 12.07 Employee's clothing and tools if stolen (force able entry) or burned in the job shack shall be replaced with tools of equal value by the employer on the recommendation of the Foreman or safety inspector.

In order to be compensated under this Article the employee shall provide a list of the employees' tools covered under this Article specifying make, model and value of the tools prior to commencement of work, such list shall be confirmed by the Foreman.

- 12.08 Employees shall be given fifteen (15) minutes before quitting time for the purpose of picking up and storing tools and washing up. Employees shall not depart the job site during this fifteen (15) minute period.

- 12.09 All welding gloves, work gloves, rainwear and hard hats shall be provided by the employer at the request of the job Foreman as job conditions warrant. The employees shall be financially responsible for same, normal wear and tear excepted.

- 12.10 Should an employee's coveralls be ruined during the course of unusually dirty work on a job, they shall be replaced by the employer at the request of the job Foreman.

- 12.11 One (1) morning break and one (1) break in the afternoon shall be provided to the employees during the normal eight (8) hour working day, provided that the employees do not leave the job and that the breaks do not exceed ten (10) minutes each. Times for break shall be 10:00 a.m. and 2:20 p.m. or as may be mutually agreed upon. Should the break jeopardize the normal progress of work (i.e. concrete pour in hand), the time shall be mutually adjusted for the employees affected. In the event of overtime, a break to be provided the employees every two (2) hours.

- 12.12 Employees required to work in excess of two (2) hours unscheduled overtime shall be provided with one half (½) hour non-paid meal break, with an adequate meal provided by the employer at 4:30 p.m. Meals shall be provided every four (4) hours thereafter, or as conditions warrant. In lieu of meals, payment for same shall be included with the next regular pay as follows:

..... twenty-six dollars (\$26.00)

ARTICLE 13 - WEEKLY PAY

- 13.01 (A) Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque, it must be distributed before quitting time on Thursday. If payment is by cash or electronic deposit, payment shall be made no later than quitting time on Friday. If the regular payday is a holiday, then employee's pays shall be distributed a day earlier.
- (B) A clear statement of hours worked, rate of pay, total earnings, net earnings and deductions shall be given to Employees on payday. At Employer's discretion, this information may be provided electronically. Statements shall be made available for any employees who are not able to receive them electronically.
- (C) Should the employee's pay not be distributed as set out herein, the employee shall immediately notify the employer.
- 13.02 Should a pay day fall on a holiday, pay will be made one (1) day earlier. No pay shall be held back for more than five (5) normal working days.
- 13.03 When an employer lays off or dismisses an employee except for just cause or when an employee voluntarily leaves employment of his employer, employment may be terminated by either Party when at least a two (2) hours notice is given. The employer has an option to notify an employee of the employee's layoff the evening before the day of the employee's layoff.
- 13.04 In the event of lay off or dismissal, the employee's wages shall be available in full within three (3) full working days of the time of lay off or dismissal and at that time the employee shall receive his Record of Employment or copy of ROE Web e-Filing, vacation pay and holiday pay. The employer may post by mail to the address designated by the employee's record of employment such items within three (3) full working days of the time of lay off or dismissal. If the employer fails to comply with the provisions hereof, the employee shall be paid an additional sum equal to eight (8) hours pay at his regular rate. Where payroll is made up on a job site, such items shall be provided on termination. At employer's discretion, final wages, vacation pay and holiday pay may also be paid by electronic deposit.
- 13.05 When payrolls are not distributed in accordance with Article 13.01, the employee shall receive two (2) hours pay at the basic hourly rate for each working day until the cheque is paid.

ARTICLE 14 - HOURS OF WORK

- 14.01 (A) The regular hours of work for employees shall be eight (8) hours a day, forty (40) hours a week; such work to be performed on Monday through Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., with an interval of one-half (½) hour for lunch, scheduled at the employer's discretion.
- (B) If mutually agreeable between the employer and the employees, and with the consent of the Union Hall, the hours of work may be changed from five (5) eight (8) hour days to four (4) ten (10) hour days. The Union Hall may conduct a secret ballot vote to determine if the majority of employees affected by the change are in favour. Simple majority vote of employees will prevail.
- (C) When employees are working a four (4) ten (10) hour work week and a holiday falls within the week overtime will be applicable after thirty (30) hours of work.
- 14.02 Where practicable, all employees shall be at their place of work ready to work at the start of the work day. The place of work is the location where their work is actually performed, the designated time office or another location as designated by the Employer.
- 14.03 On Commercial work, if due to the owners' stipulations, work cannot be performed during normal working hours, employees may perform the work required outside the normal working hours according to job requirements and tender specifications up to eight (8) hours per work day, and forty (40) hours per week at the straight time rate of pay.
- This Article does not apply to Designated Holidays. Saturday and Sunday may be included with the consent of the Union.
- 14.04 Any employee requiring medical attention as a result of a reported incident shall be compensated for all hours for the shift in which the incident occurred.

ARTICLE 14A – BEREAVEMENT LEAVE

14A.01 In the event of a death in the employee’s immediate family, i.e. the employee’s children, parents, grandparents, brothers, sisters, spouse, or spouse’s parents, the Employer will grant to the employee up to five (5) days unpaid leave of absence for the purpose of making arrangements for or attending the funeral or memorial service, regardless of the employee’s length of service.

14A.02 For employees with at least one year’s unbroken service with a contractor, up to two (2) of these days leave of absence will be with pay for the purpose of making arrangements for, or attending the funeral or memorial service. Pay shall be at the employee’s regular hourly straight time rate (hourly wages only) and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

ARTICLE 15 - EMPLOYER CONTRIBUTIONS

15.01 Employers working under this Agreement shall remit monthly to the Administrator of Records before the fifteenth (15th) day of the month following the amounts set out in Article 16.05 and 16.06 as follows:

For Apprentice Pension – See Apprentice Wage Tables, Article 22.

15.01B The Health and Welfare Fund and the Pension Fund shall be paid on hours earned.

15.02 Remittances under Article 15.01 shall be made on the forms provided and shall be sent to:

Belmont Health & Wealth
33 Alderney Drive, 7th Floor
Dartmouth, NS B2Y 2N4
Phone: (902) 465-5687 Fax: (902) 464-4249

and effective January 1, 2020, shall be made on the forms provided and shall be sent to:

Benefit Plan Administrators (Atlantic) Limited
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1
Phone: (902) 455-7277

Amendment #3 – January 1, 2020

15.03 Employers working under this Agreement shall remit monthly to the Administrator before the fifteenth (15th) day of the month following the amounts set out in Article 18A & 18B and 20 as follows:

A) Nova Scotia Joint Apprenticeship & Training Committee (Article 18A)	Total Remittance..... \$0.12
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All employers must contribute and remit the remittances under this Article 15.03A to the NS JATC for each hour worked in that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the "**Nova Scotia Joint Apprenticeship & Training Committee**" and mailed to:

PO Box 188, D.M.P.S.
Dartmouth, NS B2Y 3Y3

B) U.A. Local 56 Training Fund (Article 18B)	Employer Contribution..\$0.90
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For Apprentice Contribution, See Apprentice Wage Tables, Article 22.

C) UA Local 56 Building Fund	Employee Deduction....\$0.30
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Employer shall remit for each employee, the amounts specified above in 15.03 B) and 15.03 C) (employee deduction) for each hour worked in that month by an employee covered by this Agreement.

These remittances shall be made payable to:

U.A. Local 56 Training Fund 15.03 B); and
U.A. Local 56 Building Fund 15.03 C),

to the following address:

30 Neptune Crescent, Woodside Industrial Park
Dartmouth, NS B2Y 4R8

D)	Promotion, Education and CLRA Industry Improvement Fund (Article 20)	Employer Contribution \$0.28
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All employers must contribute and remit the remittances under this Article 15.03 D) to the Promotion, Education & CLRA I.I. Fund for each hour paid that month by an employee covered by this Agreement and a completed remittance form provided by the Administrator. This contribution shall be payable to the "**Promotion, Education and CLRA Industry Improvement Fund**" and mailed to:

Nova Scotia Construction Labour Relations Association

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS B3B 1V9

- 15.04 (A) The collection and remittance of all contributions as specified in Articles 15, 16, 18A, 18B and 20 are a firm commitment and obligation on the employer under this Agreement. Failure to comply constitutes a breach of this Agreement.
- (B) If within seventy-two (72) hours of notification an employer has failed to pay delinquent contributions 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 twenty percent (20%) on all monthly contributions/deductions in arrears.

**ARTICLE 16 - WAGE RATES, VACATION & HOLIDAY PAY,
CONTRIBUTIONS - BENEFIT PLAN, PENSION PLAN, TRAINING FUND
& PROMOTION, EDUCATION AND CLRA INDUSTRY IMPROVEMENT
FUND, U.A. LOCAL 56 BUILDING FUND**

- 16.01 The wage rates considered herein are for competent skill in the work. Special rates may be established by joint action of the CLRA and the Union for employees who are handicapped by reason of age or physical disability.
- (A) It is agreed that UA Local 56 retains the exclusive right to allocate and/or reallocate annual wage increase to the various benefit trust funds and any other union funds designated in the current collective agreement. UA Local 56 shall give at least sixty (60) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wage increase between designated union funds.
- (B) It is agreed that the CLRA has the right to allocate increases to the Promotion, Education and CLRA Industry Improvement Fund (Article 20), provided that the union receives sixty (60) days notice of such change.
- 16.02 (A) The following minimum hourly rate of wages shall apply to all journeymen plumbers, steamfitters, pipefitters and pipe welders.
- (B) Working foremen shall receive a minimum premium of 10% of the applicable journeyman's rate and non-working foremen shall receive a minimum premium of 15% of the applicable journeyman's rate. An alternative benefit of equal value may be mutually agreed to by the foreman and the employer.

16.03 **HOURLY WAGE RATES:****ALL INDUSTRIAL WORK AS DEFINED IN SCHEDULE “A”**

The employer shall deduct the amounts set out in Article 15 C) - U.A. 56 Building Fund - \$0.30 & Training Fund - \$0.02 and make the above contributions as in Article 15 .01 - Employer Contributions.

INDUSTRIAL PROJECTS UNDER SCHEDULE “A”**(A) ALL COUNTIES WITHIN UA 56 JURISDICTION OTHER THAN JOBS DEFINED IN THE “JOBS BID AND /OR AWARDED TABLE” BELOW.**

Effective Date	Hourly Rate	V & H 10%	Benefit	Pension	NS JATC	UA 56 Training Fund	Total Pkg	IIF	Work Ready Program	Total
<u>May 1, 2018</u>	<u>\$39.54</u>	<u>\$3.95</u>	\$2.05	\$7.23	\$0.10	\$0.90	<u>\$53.77</u>	\$0.28	<u>n/a</u>	<u>\$54.05</u>
<u>July 1, 2018</u>	\$39.54	\$3.95	\$2.05	\$7.23	\$0.10	\$0.90	\$53.77	\$0.28	<u>\$0.35</u>	<u>\$54.40</u>
<u>May 1, 2019</u>	<u>\$39.58</u>	<u>\$3.96</u>	<u>\$2.15</u>	<u>\$7.33</u>	\$0.10	\$0.90	<u>\$54.02</u>	\$0.28	\$0.35	<u>\$54.65</u>
<u>May 1, 2020</u>	<u>\$40.04</u>	<u>\$4.00</u>	\$2.15	\$7.33	\$0.10	\$0.90	<u>\$54.52</u>	\$0.28	\$0.35	<u>\$55.15</u>

**** Employee Deductions:**

Effective Date	Dues Per Week	Stabilization/ Organizing Per Hour Worked	Field Dues Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
May 1, 2018	\$17.00	\$1.00	\$0.25	\$0.30	\$0.02
<u>May 1, 2019</u>	\$17.00	\$1.00	<u>\$0.30</u>	\$0.30	\$0.02

** Please ensure that the above is deducted after taxes.

This cheque should be made payable to UA Local 56 and forwarded to the following address:

UA Local 56
30 Neptune Crescent
Woodside Industrial Park
Dartmouth, NS B2Y 4R8

Amendment #1 – July 1, 2018

Amendment #2 – May 1, 2019

(B) **COMMERCIAL, RESIDENTIAL, INSTITUTIONAL WORK NOT DEFINED AS MULTI-STOREY RESIDENTIAL AND LIGHT COMMERCIAL SCHEDULE “R” ARTICLE 2.02**

Effective Date	Hourly Rate	V & H 10%	Benefit	Pension	NS JATC	UA 56 Training Fund	Total Pkg	IIF	Work Ready Program	Total
<u>May 1, 2018</u>	<u>\$38.06</u>	<u>\$3.81</u>	\$2.05	\$7.23	\$0.10	\$0.90	<u>\$52.15</u>	\$0.28	<u>n/a</u>	<u>\$52.43</u>
<u>July 1, 2018</u>	\$38.06	\$3.81	\$2.05	\$7.23	\$0.10	\$0.90	\$52.15	\$0.28	<u>\$0.35</u>	<u>\$52.78</u>
<u>May 1, 2019</u>	<u>\$38.11</u>	<u>\$3.81</u>	<u>\$2.15</u>	<u>\$7.33</u>	\$0.10	\$0.90	<u>\$52.40</u>	\$0.28	\$0.35	<u>\$53.03</u>
<u>May 1, 2020</u>	<u>\$38.56</u>	<u>\$3.86</u>	\$2.15	\$7.33	\$0.10	\$0.90	<u>\$52.90</u>	\$0.28	\$0.35	<u>\$53.53</u>

** **Employee Deductions:**

Effective Date	Dues Per Week	Stabilization/ Organizing Per Hour Worked	Field Dues Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
May 1, 2018	\$17.00	\$1.00	\$0.25	\$0.30	\$0.02
<u>May 1, 2019</u>	\$17.00	\$1.00	<u>\$0.30</u>	\$0.30	\$0.02

** Please ensure that the above is deducted after taxes.

This cheque should be made payable to UA Local 56 and forwarded to the following address:

UA Local 56
30 Neptune Crescent
Woodside Industrial Park
Dartmouth, NS B2Y 4R8

(C) **MULTI-STOREY RESIDENTIAL AND LIGHT COMMERCIAL SCHEDULE “R” ARTICLE 2.02**

Amendment #1 – July 1, 2018
Amendment #2 – May 1, 2019

16.04 **VACATION & HOLIDAY PAY FOR ALL RATES SET FORTH IN ARTICLE 16.03 A) & B)**

Vacation PaySix Percent (6%)
Holiday Pay.....Four Percent (4%)

Vacation Pay & Holiday Pay to be paid weekly or as mutually agreed.

16.05 **Pension Plan**

The Parties hereto agree on a Pension Plan Fund 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 to the Health & Welfare and Pension Plan at the rate per hour for each hour earned. *

.....\$7.23
Effective May 1, 2019.....\$7.33

*** Note: For Apprentice Pension – See Apprentice Wage Tables, Article 22.**

(C) The Pension Fund shall be professionally administered.

16.06 **Benefit Plan**

The Parties hereto agree on a Benefit Plan as follows:

(A) The Trust Document under which the fund is controlled shall provide for equal trustees in number and power appointed by each of the Parties hereto.

(B) The employer shall make contributions at the rate per hour for each hour earned as follows:

.....\$2.05
Effective May 1, 2019.....\$2.15

(C) The Benefit Plan shall be professionally administered.

16.07 Benefit Plan & Pension Plan

- (A) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (B) Neither the Union nor the Association shall incur any legal liability with regard to claims arising from the Benefit or Pension Plan.
- (C) The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration Trust establishing the Benefit Plan and Pension Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (D) No grievance instituted by the Board of Trustees as agent to the Parties 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 pertaining to timeliness.
- (E) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement of the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (F) Administrator:

Belmont Health & Wealth
33 Alderney Drive, 7th Floor
Dartmouth, Nova Scotia B2Y 2N4
Phone: (902) 465-5687
Fax: (902) 464-4249

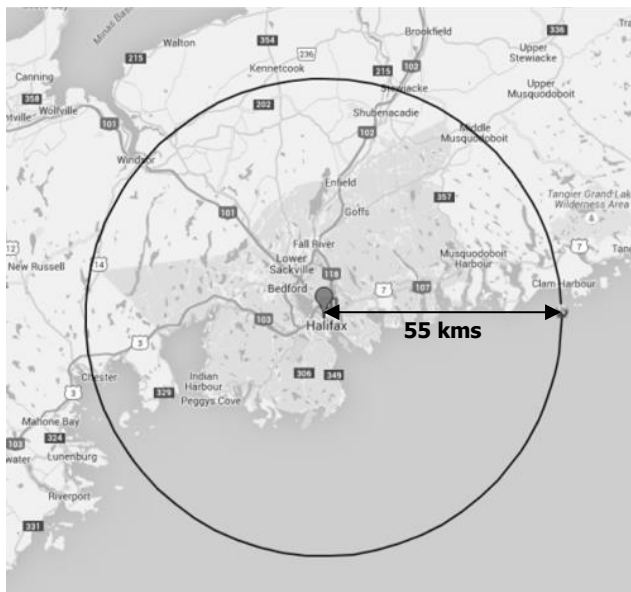
and effective January 1, 2020, the Administrator shall be:
Benefit Plan Administrators (Atlantic) Limited
38 Solutions Drive, Suite 100
Halifax, NS B3S 0H1
Phone: (902) 455-7277

Amendment #3 – January 1, 2020

ARTICLE 17 - TRAVELLING

17.01 **Halifax/Dartmouth/Bedford free zone:**

There shall be a free zone for employees working within a fifty-five (55) kilometre radius of the centre of the Angus L. MacDonald Bridge in the County of Halifax as demonstrated in the diagram below. Travel and daily living allowance will not apply when traveling to and working within this free zone (17.01).



17.02 There shall be a fifty-five (55) kilometre radius free zone around all projects outside the jurisdiction of Article 17.01 calculated as in the diagram of Article 17.01. The centre of this free zone shall be a job shack established on the job site.

17.03 Employees living outside the limit of the fifty-five (55) kilometre free zone radius and who are required to commute daily to the job site defined in Article 17.02 shall be paid a mileage allowance as per Article 17.04. Travel shall be from the place of residence to the outside limit of the travel free zone (17.02) and return to the employees' place of residence by the shortest normally travelled route. Daily travel shall not exceed daily living allowance as set forth in Article 17.05 or include travelling time.

17.04 **Travel Allowance shall be:** \$0.55 per kilometer

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

The employer has the option to provide adequate transportation or pay the travel allowance to entitled employees.

17.05 Employees who are sent out to work when they do not return daily shall be paid their regular rates of wages plus:

Room and Board Allowance:

<u>May 1, 2018</u>	<u>one hundred twenty-five dollars (\$125.00)</u> per day
<u>May 1, 2019</u>	<u>one hundred twenty-seven dollars (\$127.00)</u> per day
<u>May 1, 2020</u>	<u>one hundred twenty-nine dollars (\$129.00)</u> per day

17.06 Where an employee who is otherwise eligible for the daily expense allowance and by his own choice works less than the scheduled shift on a given day, he shall be paid a living allowance for every hour worked (i.e. employee works 7 hours of an 8 hour shift, the expense allowance would be 7/8 of the appropriate daily expense allowance). Expense allowance shall not be adjusted due to inclement weather or for medical appointments. The employer may ask the employee to provide a note from a doctor.

17.07 All payments made to Union employees under Article 17 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 18A - NOVA SCOTIA JOINT APPRENTICESHIP & TRAINING COMMITTEE

- 18A.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 Local Union 56 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local 56 shall pay on a fee basis.
- 18A.02 The funds for such training shall be provided by both employers and employees in an amount per hour, per hour worked by employees and shall be professionally administered. The Parties agree that they will consider a move to a more active competent Administrator.
- 18A.03 The funds for such training shall be provided by both employers and employees in an amount of ten cents (\$0.10) by the employer, and two cents (\$0.02) by the employee per hour worked by the employees, and shall be administered by the Union Local 56 and/or the Training Coordinator.
- 18A.04 The committee shall be known as the Nova Scotia Joint Apprenticeship & Training Committee.
- 18A.05 The training program shall be controlled by the Training Committee as set out in the Nova Scotia Joint Apprenticeship & Training Committee Trust Agreement.
- 18A.06 The employer shall deduct from all journeymen and apprentices working under the conditions of this Agreement two cents (\$0.02) per hour worked by said journeymen and/or apprentices.
- 18A.07 The total of twelve cents (\$0.12) per hour, per hour worked, by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to the Nova Scotia Joint Apprenticeship & Training Committee and/or the Training Coordinator. Cheques shall be made payable to the Nova Scotia Joint Apprenticeship & Training Committee and mailed to:
P.O. Box 188, D.M.P.S.
Dartmouth, NS B2Y 3Y3
- 18A.08 If this Committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations as per the trust document.
- 18A.09 In the event that either party chooses to withdraw from the NS JATC, consideration shall be given to starting a new Trust Fund, known as the UA Local 56/NSCLRA Joint

Apprenticeship Training Committee. This Committee will be comprised of an equal number of Trustees from both parties. The Training program shall be controlled by the Committee with the intent and commitment to Training remaining the same.

ARTICLE 18B - U.A. LOCAL 56 TRAINING FUND

18B.01 The contributions for the U.A. Local 56 Training Fund shall be ninety cents (\$0.90) per hour worked by all employees working under the terms and conditions of this Agreement. The contributions shall be sent by the employers with a list of names in alphabetical order to the Local 56 Union Office.

The cheque shall be made payable to the U.A. Local 56 Training Program and mailed to:
30 Neptune Crescent, Woodside Industrial Park
Dartmouth, NS B2Y 4R8

The U.A. Local 56 Training Program shall be administered by U.A. Local 56.

ARTICLE 19 – WORK READY PROGRAM

19.01 The Parties agree to establish a Work Ready Program, to be administered per the terms of a Memorandum of Agreement between the Parties dated August 9, 2018.

19.02 Effective July 1, 2018, the Employer shall remit thirty-five cents (\$0.35) for each hour worked by all employees working under the terms and conditions of this Agreement to:

UA Local 56 Work Ready Program
30 Neptune Crescent, Woodside Industrial Park
Dartmouth, NS B2Y 4R8

Remittances under Schedule “R” – Multi-Storey Residential and Light Commercial shall be thirty cents (\$0.30) for each hour worked, per the Schedule “R” wage table.

19.03 The Parties recognize that, per the Work Ready Program Memorandum of Agreement, this Work Ready Program remittance is solely an Employer contribution, and if the hourly remittance is changed or the Work Ready Program should cease to exist, the hourly wage rate shall not be affected.

Amendment #1 – July 1, 2018

ARTICLE 20 – PROMOTION, EDUCATION AND CLRA INDUSTRY IMPROVEMENT FUND

- 20.01 All employers must contribute each month to the Promotion, Education and CLRA Industry Improvement Fund a total sum equal twenty-eight cents (\$0.28) for each hour paid in that month to any employee covered by this Agreement. This will be paid by cheque made out in favour of the Promotion, Education and CLRA I.I. Fund forwarded to the address as set out in paragraph 15.03 D), on or before the fifteenth (15th) day of the following month.
- (a) A portion of this fund is forwarded to the Construction Association of Nova Scotia (CANS) Mechanical Contractors Section. The purpose of this portion of the fund is to reimburse member contractors a percentage of costs incurred for mechanical industry education and training programs, and for mechanical industry and membership promotion. For details, please view the corresponding link at www.nsclra.ca/links.asp or call CLRA at (902) 468-2283.
- 20.02 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 base on provisions of timeliness.

ARTICLE 21 - OVERTIME & SHIFT WORK

- 21.01 Overtime: When working a regular eight (8) hour work day schedule, the first two (2) hours worked in excess of eight (8) hours per day, Monday to Friday, shall be paid at one and one half times (1-1/2x) the straight time rate of pay. All other work performed outside the regular hours of work, including Saturdays, Sundays and holidays, shall be paid at double (2x) the regular rate of pay.

When a holiday fall during the workweek, overtime shall be calculated after thirty two (32) hours for that week. When two Designated Holidays fall within the same week, then overtime shall be calculated after twenty-four (24) hours for that week.

Amendment #1 – July 1, 2018

21.02 Shift Work: Shift work may be performed at the option of the employer, but when performed it must continue for a period of not less than three (3) consecutive normal work days.

The first, or day shift, shall work a regular eight (8) hour shift as outlined in Article 14 of this Agreement. If two (2) or more shifts are worked, the second and third shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus ten percent (10%) for hours worked to 12:00 Midnight and fifteen percent (15%) for hours worked from 12:00 Midnight to 8:00 a.m. Applicable shift premiums will be paid for all shift work.

Hours worked in excess of eight (8) hours within any shift will be paid double (2x) the regular rate of pay plus shift premium for hours worked, i.e.:

- 8:00 a.m. to 4:30 p.m.regular rate
- 4:30 p.m. to 12:00 midnight.....premium 10%
- 12:00 midnight to end of shift.....premium 15%

Shift premiums paid will not be doubled on overtime work.

- A) The employee shall have a minimum of eight (8) hours between shifts.
- B) There shall be no loss of time in the work week.

ARTICLE 22 - APPRENTICESHIP

22.01 The provisions herein shall be referred to the Joint Conference Board for study.

22.02 The minimum rate of wages for persons employed in the plumbing and pipefitting trades working as apprentices shall be as set out in the tables of this article. The apprentice rates are based on the total journeyman’s package excluding Promotion, Education and CLRA Industry Improvement Fund.

Amendment #1 – July 1, 2018

INDUSTRIAL APPRENTICE RATES*
ALL COUNTIES WITHIN THE UA 56 JURISDICTION OTHER THAN JOBS
BID AND AWARDED TABLE BELOW

Apprentice Level	Hourly Rate	V & H 10%	Benefit	Pension	NS JATC	UA 56 Training Fund	Total Pkg	IIF	Work Ready Program	Total
Effective: <u>May 1, 2018</u>										
50%	<u>\$18.52</u>	<u>\$1.85</u>	\$2.05	\$3.62	\$0.10	\$0.74	<u>\$26.88</u>	\$0.28	<u>n/a</u>	<u>\$27.16</u>
60%	<u>\$22.74</u>	<u>\$2.27</u>	\$2.05	\$4.34	\$0.10	\$0.76	<u>\$32.26</u>	\$0.28	<u>n/a</u>	<u>\$32.54</u>
70%	<u>\$26.93</u>	<u>\$2.69</u>	\$2.05	\$5.06	\$0.10	\$0.81	<u>\$37.64</u>	\$0.28	<u>n/a</u>	<u>\$37.92</u>
80%	<u>\$31.15</u>	<u>\$3.11</u>	\$2.05	\$5.78	\$0.10	\$0.83	<u>\$43.02</u>	\$0.28	<u>n/a</u>	<u>\$43.30</u>
90%	<u>\$35.33</u>	<u>\$3.53</u>	\$2.05	\$6.50	\$0.10	\$0.88	<u>\$48.39</u>	\$0.28	<u>n/a</u>	<u>\$48.67</u>
Effective: <u>July 1, 2018</u>										
50%	\$18.52	\$1.85	\$2.05	\$3.62	\$0.10	\$0.74	\$26.88	\$0.28	<u>\$0.35</u>	<u>\$27.51</u>
60%	\$22.74	\$2.27	\$2.05	\$4.34	\$0.10	\$0.76	\$32.26	\$0.28	<u>\$0.35</u>	<u>\$32.89</u>
70%	\$26.93	\$2.69	\$2.05	\$5.06	\$0.10	\$0.81	\$37.64	\$0.28	<u>\$0.35</u>	<u>\$38.27</u>
80%	\$31.15	\$3.11	\$2.05	\$5.78	\$0.10	\$0.83	\$43.02	\$0.28	<u>\$0.35</u>	<u>\$43.65</u>
90%	\$35.33	\$3.53	\$2.05	\$6.50	\$0.10	\$0.88	\$48.39	\$0.28	<u>\$0.35</u>	<u>\$49.02</u>
Effective: <u>May 1, 2019</u>										
50%	<u>\$18.51</u>	<u>\$1.85</u>	<u>\$2.15</u>	<u>\$3.66</u>	\$0.10	\$0.74	<u>\$27.01</u>	\$0.28	\$0.35	<u>\$27.64</u>
60%	<u>\$22.73</u>	<u>\$2.27</u>	<u>\$2.15</u>	<u>\$4.40</u>	\$0.10	\$0.76	<u>\$32.41</u>	\$0.28	\$0.35	<u>\$33.04</u>
70%	<u>\$26.93</u>	<u>\$2.69</u>	<u>\$2.15</u>	<u>\$5.13</u>	\$0.10	\$0.81	<u>\$37.81</u>	\$0.28	\$0.35	<u>\$38.44</u>
80%	<u>\$31.16</u>	<u>\$3.12</u>	<u>\$2.15</u>	<u>\$5.86</u>	\$0.10	\$0.83	<u>\$43.22</u>	\$0.28	\$0.35	<u>\$43.85</u>
90%	<u>\$35.35</u>	<u>\$3.54</u>	<u>\$2.15</u>	<u>\$6.60</u>	\$0.10	\$0.88	<u>\$48.62</u>	\$0.28	\$0.35	<u>\$49.25</u>
Effective: <u>May 1, 2020</u>										
50%	<u>\$18.74</u>	<u>\$1.87</u>	\$2.15	\$3.66	\$0.10	\$0.74	<u>\$27.26</u>	\$0.28	\$0.35	<u>\$27.89</u>
60%	<u>\$23.00</u>	<u>\$2.30</u>	\$2.15	\$4.40	\$0.10	\$0.76	<u>\$32.71</u>	\$0.28	\$0.35	<u>\$33.34</u>
70%	<u>\$27.25</u>	<u>\$2.72</u>	\$2.15	\$5.13	\$0.10	\$0.81	<u>\$38.16</u>	\$0.28	\$0.35	<u>\$38.79</u>
80%	<u>\$31.53</u>	<u>\$3.15</u>	\$2.15	\$5.86	\$0.10	\$0.83	<u>\$43.62</u>	\$0.28	\$0.35	<u>\$44.25</u>
90%	<u>\$35.76</u>	<u>\$3.58</u>	\$2.15	\$6.60	\$0.10	\$0.88	<u>\$49.07</u>	\$0.28	\$0.35	<u>\$49.70</u>

Employee Deductions:

Effective Date		Dues Per Week	Stabilization/ Organizing Per Hour Worked	Field Dues Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
May 1, 2018	50%	\$17.00	\$0.50	\$0.25	\$0.30	\$0.02
	60%		\$0.60	\$0.25	\$0.30	\$0.02
	70%		\$0.70	\$0.25	\$0.30	\$0.02
	80%		\$0.80	\$0.25	\$0.30	\$0.02
	90%		\$0.90	\$0.25	\$0.30	\$0.02
<u>May 1, 2019</u>	50%	\$17.00	\$0.50	<u>\$0.30</u>	\$0.30	\$0.02
	60%		\$0.60	<u>\$0.30</u>	\$0.30	\$0.02
	70%		\$0.70	<u>\$0.30</u>	\$0.30	\$0.02
	80%		\$0.80	<u>\$0.30</u>	\$0.30	\$0.02
	90%		\$0.90	<u>\$0.30</u>	\$0.30	\$0.02

Amendment #1 – July 1, 2018

Amendment #2 – May 1, 2019

COMMERCIAL APPRENTICE RATES*

Apprentice Level	Hourly Rate	V & H 10%	Benefit	Pension	NS JATC	UA 56 Training Fund	Total Pkg	IIF	Work Ready Program	Total
Effective: <u>May 1, 2018</u>										
50%	<u>\$17.79</u>	<u>\$1.78</u>	\$2.05	\$3.62	\$0.10	\$0.74	<u>\$26.08</u>	\$0.28	n/a	<u>\$26.36</u>
60%	<u>\$21.85</u>	<u>\$2.19</u>	\$2.05	\$4.34	\$0.10	\$0.76	<u>\$31.29</u>	\$0.28	n/a	<u>\$31.57</u>
70%	<u>\$25.89</u>	<u>\$2.59</u>	\$2.05	\$5.06	\$0.10	\$0.81	<u>\$36.50</u>	\$0.28	n/a	<u>\$36.78</u>
80%	<u>\$29.96</u>	<u>\$3.00</u>	\$2.05	\$5.78	\$0.10	\$0.83	<u>\$41.72</u>	\$0.28	n/a	<u>\$42.00</u>
90%	<u>\$34.01</u>	<u>\$3.40</u>	\$2.05	\$6.50	\$0.10	\$0.88	<u>\$46.94</u>	\$0.28	n/a	<u>\$47.22</u>
Effective: <u>July 1, 2018</u>										
50%	\$17.79	\$1.78	\$2.05	\$3.62	\$0.10	\$0.74	\$26.08	\$0.28	<u>\$0.35</u>	<u>\$26.71</u>
60%	\$21.85	\$2.19	\$2.05	\$4.34	\$0.10	\$0.76	\$31.29	\$0.28	<u>\$0.35</u>	<u>\$31.92</u>
70%	\$25.89	\$2.59	\$2.05	\$5.06	\$0.10	\$0.81	\$36.50	\$0.28	<u>\$0.35</u>	<u>\$37.13</u>
80%	\$29.96	\$3.00	\$2.05	\$5.78	\$0.10	\$0.83	\$41.72	\$0.28	<u>\$0.35</u>	<u>\$42.35</u>
90%	\$34.01	\$3.40	\$2.05	\$6.50	\$0.10	\$0.88	\$46.94	\$0.28	<u>\$0.35</u>	<u>\$47.57</u>
Effective: <u>May 1, 2019</u>										
50%	<u>\$17.77</u>	<u>\$1.78</u>	<u>\$2.15</u>	<u>\$3.66</u>	\$0.10	\$0.74	<u>\$26.20</u>	\$0.28	\$0.35	<u>\$26.83</u>
60%	<u>\$21.85</u>	<u>\$2.18</u>	<u>\$2.15</u>	<u>\$4.40</u>	\$0.10	\$0.76	<u>\$31.44</u>	\$0.28	\$0.35	<u>\$32.07</u>
70%	<u>\$25.90</u>	<u>\$2.59</u>	<u>\$2.15</u>	<u>\$5.13</u>	\$0.10	\$0.81	<u>\$36.68</u>	\$0.28	\$0.35	<u>\$37.31</u>
80%	<u>\$29.98</u>	<u>\$3.00</u>	<u>\$2.15</u>	<u>\$5.86</u>	\$0.10	\$0.83	<u>\$41.92</u>	\$0.28	\$0.35	<u>\$42.55</u>
90%	<u>\$34.03</u>	<u>\$3.40</u>	<u>\$2.15</u>	<u>\$6.60</u>	\$0.10	\$0.88	<u>\$47.16</u>	\$0.28	\$0.35	<u>\$47.79</u>
Effective: <u>May 1, 2020</u>										
50%	<u>\$18.00</u>	<u>\$1.80</u>	\$2.15	\$3.66	\$0.10	\$0.74	<u>\$26.45</u>	\$0.28	\$0.35	<u>\$27.08</u>
60%	<u>\$22.12</u>	<u>\$2.21</u>	\$2.15	\$4.40	\$0.10	\$0.76	<u>\$31.74</u>	\$0.28	\$0.35	<u>\$32.37</u>
70%	<u>\$26.22</u>	<u>\$2.62</u>	\$2.15	\$5.13	\$0.10	\$0.81	<u>\$37.03</u>	\$0.28	\$0.35	<u>\$37.66</u>
80%	<u>\$30.35</u>	<u>\$3.03</u>	\$2.15	\$5.86	\$0.10	\$0.83	<u>\$42.32</u>	\$0.28	\$0.35	<u>\$42.95</u>
90%	<u>\$34.44</u>	<u>\$3.44</u>	\$2.15	\$6.60	\$0.10	\$0.88	<u>\$47.61</u>	\$0.28	\$0.35	<u>\$48.24</u>

Employee Deductions:

Effective Date		Dues Per Week	Stabilization/ Organizing Per Hour Worked	Field Dues Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
May 1, 2018	50%	\$17.00	\$0.50	\$0.25	\$0.30	\$0.02
	60%		\$0.60	\$0.25	\$0.30	\$0.02
	70%		\$0.70	\$0.25	\$0.30	\$0.02
	80%		\$0.80	\$0.25	\$0.30	\$0.02
	90%		\$0.90	\$0.25	\$0.30	\$0.02
<u>May 1, 2019</u>	50%	\$17.00	\$0.50	<u>\$0.30</u>	\$0.30	\$0.02
	60%		<u>\$0.60</u>	<u>\$0.30</u>	\$0.30	\$0.02
	70%		\$0.70	<u>\$0.30</u>	\$0.30	\$0.02
	80%		\$0.80	<u>\$0.30</u>	\$0.30	\$0.02
	90%		\$0.90	<u>\$0.30</u>	\$0.30	\$0.02

Amendment #1 – July 1, 2018
Amendment #2 – May 1, 2019

- 22.04 Certificates of Qualification obtained by individuals through on-the-job apprenticeship under this Agreement shall be issued by the Department of Education. All Certificates of Competency shall receive special recognition and consideration by the employers with respect to individual assignments, transfers and promotions.
- 22.05 An apprentice who has successfully completed between 8,001 and 10,000 hours shall be classed as a junior journeyman. One (1) junior journeyman will be allowed for each five (5) journeymen. The ratio of apprentices to journeymen for each jobsite shall otherwise be as required under the Apprenticeship and Trades Qualification Act.
- 22.06 An apprentice must attend at least 75% school classes or be discharged by the employer and have his Union membership withdrawn by the Union from further employment.
- 22.07 On no account will employers promote apprentices in charge of or to direct journeymen.

ARTICLE 23 - UNION SECURITY AND CHECK-OFF

- 23.01 The employer agrees to apply to the Union having proper jurisdiction over the work involved when workmen are required. If the Union cannot supply men, the employer may employ other men who are willing and eligible to become members of the Union within three (3) months. The Union likewise agrees to work only for contractors who are recognized by the Union and named pursuant to Article 3 of this Agreement. There shall be a form known as a "Work Referral Slip". This is to be issued by the Local Union to members when they have secured a job, either through the Local Union office or their own solicitation. Employers may only hire those members who tender a Work Referral Slip before commencing employment. The employer shall retain the right to reject any applicant referred by the Union (except as set out under Article 23A below) and, furthermore, the employer shall have the right to determine the competency and qualifications of such applicant.
- 23.02 Men who are willing and eligible to become members of the Union within three (3) months, said men shall report to the Union and procure a Work Referral Slip before commencing employment. Such a Work Referral Slip shall not be unreasonably withheld by the Union. These men will be required to pay Dues in accordance with rates set by the Union. Upon receipt of a written assignment from an employee, the employer concerned will deduct Union Dues weekly and will remit once a month to the duly designated officer of Local 56, accompanied by an alphabetical list of names on behalf of whom such deductions have been made.
- 23.03 When travel card members or potential members are employed and members in good standing of Local 56 become available, travel card or potential members shall be replaced by qualified members of Local 56.
- 23.04 The employers shall hire employees over the age of fifty (50) at a ratio of one to ten (1:10) on a company basis.
- 23.05 Parties to this Agreement agree to acknowledge and refer to the UA Standard For Excellence.

Amendment #1 – July 1, 2018

ARTICLE 23A - HIRING RATIO

- 23A.01 On all industrial projects (as defined in "Definitions" of this Agreement) the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable).
- 23A.02 On all Commercial projects with an original accepted tender value (man hours and material, plumbing and heating only) of two million dollars (\$2,000,000) or more to which Stabilization funds have been applied through a Job Targeting Application, the journeyman workforce shall be recruited on a one to one (1:1) ratio, except for non-working supervision, and "core group" employees (if applicable). This amount shall be adjusted in accordance with the Consumer Price Index as reported by Statistics Canada upon expiry of the Agreement. If requested contractors agree to produce a breakdown of the Plumbing & Pipefitting construction separate from other trades.
- 23A.03 On all Commercial projects with an original accepted tender value (man hours and material, plumbing and heating only) of less than two million dollars (\$2,000,000), or all Commercial projects to which Stabilization funds have not been applied, the Employer may name hire or transfer all employees.
- 23A.04 The one to one (1:1) ratio shall operate as follows:
- 1 worker named by the Union
 - 1 worker name hire or transferred by the employer
 - 1 worker named by the Union
 - 1 worker name hire or transferred by the employer
 - Formula to repeat
- 23A.05 Each employer is entitled to a "core group" of five (5) employees which shall include one (1) apprentice plus non-working supervision per Project worked by the employer, and these shall be the first five (5) employees in the employer's workforce.
- 23A.06 For purposes of clarification and example, the "core group" and hiring ratio provisions of 23A.04 shall apply as follows:
- (i) After the core group is exhausted by the employer every even numbered employee on hiring ratio projects will be named by the Union and every odd numbered employee will be named by the employer. The first employee hired after the core group is exhausted shall be an apprentice.

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- (ii) The employer shall have the right to transfer the employers "core group" of employees (23A.05) plus non-working supervision after which all other employees of the employer shall be selected on a one-to-one (1:1) ratio as set forth in Article (23A.04) for each Project worked by the employer.

23A.07 A hiring ratio project is a project described in Article 23A.01 or Article 23A.02 above.

23A.08 If the Union so requests, an employer will be required to demonstrate that on a given project, the original accepted tender value (man hours and material, plumbing and heating only) is less than two million dollars (\$2,000,000).

23A.09 Exclusively for the installation of freestanding pipe supports the applicable ratio of journeymen to apprentice shall be 1:2. When requested by the employer the Union agrees to provide first or second year apprentices. This ratio applies to installation only.

ARTICLE 24 - WORK AFTER HOURS

24.01 No member of Local Union 56 will do any plumbing, steamfitting, pipefitting or other connected work for any person or persons other than their regular employer or employers after the regular working hours laid down in this Agreement. Employees who violate this rule may be disciplined or discharged.

ARTICLE 25 - TOOLS AND EQUIPMENT

25.01 Each journeyman shall equip himself with a complete set of tools suitable to his profession that will be his own property and these tools shall be as near as possible to those listed in Schedule "B" attached hereto and forming part hereof, subject to the adjustments to be made and agreed upon by the Joint Conference Board.

Amendment #1 – July 1, 2018

ARTICLE 26 - PROVINCIAL JOINT CONFERENCE BOARD

- 26.01 The Provincial Joint Conference Board shall meet quarterly to provide an exchange of ideas and opinions so that the purpose of this Agreement may be more easily achieved and so that the mechanical industry may be advanced and promoted. The Board shall consist of Management and Labour representatives in equal power and number. The Labour representatives shall represent Locals 56, 244 and 682. The Management representatives shall represent each of the three (3) geographical areas.

ARTICLE 27 - SUB-CONTRACTING

- 27.01 Should the Employer sub-contract work which, if not sub-contracted, would be normally performed under the terms of this Agreement, the sub-contractor will be advised in writing that he is to abide by the terms and conditions of this Agreement.
- 27.02 Any work in the control of the employer signatory to this Agreement that falls in the jurisdiction of the United Association but not in the scope herein shall be done in accordance with the prevailing agreement of the Local Union having jurisdiction.

Amendment #1 – July 1, 2018

ARTICLE 28 - ENABLING

- 28.01 It is recognized that from time to time certain terms and conditions of employment for Local 56 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.
- 28.02 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.).
- 28.03 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.
- 28.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. 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.
- 28.05 Enabling Provisions and Job Targeting Rules and Procedures as established by the Parties and the Enabling Committee are attached herewith.

Amendment #1 – July 1, 2018

ARTICLE 29 - TERM OF AGREEMENT

29.01 Terms of Agreement shall remain in force from May 1, 2018 to the 30th day of April 2021. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days notice in writing prior to the termination of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30th, 2021, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.

ARTICLE 30 - SIGNATORIES

30.01 Signed on behalf of the Parties to this Agreement, this 8th day of June, 2018.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS ASSOCIATION
LIMITED**

**UNITED ASSOCIATION OF
JOURNEYMEN & APPRENTICES OF
THE PLUMBING, STEAMFITTING &
PIPEFITTING INDUSTRY OF THE US &
CANADA, LOCAL UNION 56**

ROBERT SHEPHERD

DARREN MUISE

ROBERT BURNS

ANGELA GALLANT
WITNESS

Amendment #1 – July 1, 2018

PLUMBING & PIPEFITTING DEFINITIONS

The following definitions apply whenever the defined terms are used in this Agreement:

CLRA:means the Nova Scotia Construction Labour Relations Association Limited.

BUSINESS AGENT:means the official appointed by Local Union 56 whose duties are to represent the employees in matters relating to this Agreement.

UNION:means Local Union No. 56, United Association of Journeymen and Apprentices of the Plumbing, Steamfitting and Pipefitting Industry of the United States and Canada.

EMPLOYEE:means a person working at the plumbing, steamfitting, general pipefitting and welding trade for an employer on any job in the area covered by this Agreement.

EMPLOYER:means an individual mechanical contracting employer who is a Party to this Agreement and who employs employees under this Agreement.

JOB:means an individual construction project undertaken by contract between an employer and an owner.

STEWARD:means an employee working on the job duly authorized by the Union to represent all the employees working thereon who fall within the scope of this Agreement and to speak for them on matters pertaining to this Agreement

SUPERINTENDENT:means the appointed official of the employer who has on-the-job authority for the progress of the work.

TRADE:means the plumbing, steamfitting and pipefitting trade.

FOREMAN:means a qualified journeyman who has the ability to accept responsibility, to take charge of the employees engaged in the work of the employer and/or in laying out such work and has been appointed Foreman by his employer, and must be a member of Local Union 56.

COMMERCIAL PLUMBING

AND PIPEFITTING:.....means all plumbing and pipefitting not covered under the definition of Industrial Plumbing and Pipefitting, including but not limited to the installation service and repair of any plumbing and pipefitting work in dwelling houses, apartment buildings, commercial buildings, factories, light industry, stores, shopping centres and/or all buildings that would normally be occupied for domestic, commercial and institutional purposes.

INDUSTRIAL PLUMBING

AND PIPEFITTING:.....means industrial projects shall be considered to AND be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments such as oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mills, breweries. (Fish plants accepted trade contract price two hundred thousand dollars (\$200,000.00) or more.)

SCHEDULE "A" - INDUSTRIAL PROJECTS

INDUSTRIAL PLUMBING AND PIPEFITTING:

Industrial projects shall be considered to be the construction of mechanical systems performed as part of on-site fabrication, construction, erection and major maintenance of all heavy industrial developments such as oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mills, pulp and sulphite mill, breweries. (Fish plants accepted trade contract price two hundred thousand dollars (\$200,000.00) or more.)

(1) **Quarters**

Adequate quarters shall be provided on all jobs for men 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 to be for U.A. men only if fifty (50) or more men are employed on one (1) project by an employer. Toilet facilities shall be made available as per the Occupational Health & Safety Act Occupational Safety General Regulations. These quarters will be kept clean by U.A. men on the job site daily if for their own use.

(2) **Reporting Time**

Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for three (3) hours at the applicable rate of wages unless he has been notified not to report. Payment for work beyond three (3) hours will be for actual hours worked. 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.

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.

The employer shall determine when weather conditions on the job are such that the men shall or shall not work.

When reporting for work and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time at the applicable rate, provided he remains on the project for the two (2) hours or is released by the employer.

(3) **Weather Gear**

At the discretion of the employer's job Foreman, where conditions on a job make it necessary, rain suits and rubber boots will be supplied at no charge to employees. Such wet weather gear to be returned to the stores on termination of the employee in good condition, reasonable wear and tear or accidental damage accepted.

(4) **Tools**

Each man shall provide a Twenty Four Foot (24') tape.

(5) **Abnormal Conditions**

Employees working under abnormal conditions involving such things as gas, extreme heat, excessive dirt, prefab or installation of fibreglass, and similar physical circumstances which make the work unusually exhausting, distasteful or hazardous, shall be paid five percent (5%) above the hourly rate of pay. The question of whether or not the conditions are abnormal shall be subject to the available grievance and arbitration procedures.

(6) **Break Periods**

Where regulations of the owner are restrictive as to location of work breaks, then the employer agrees that the break periods will be extended to suit such job conditions.

(7) **Travel & Living Allowance**

(A) Initial and Terminal Travel Time:

When an employee is instructed by the employer to report to a job location which necessitates travelling time, he shall be compensated at his single hourly rate not exceeding eight (8) hours for such travelling time in a twenty-four (24) hour period. Travelling time under this Schedule shall only be applicable on Industrial projects with an original accepted tender value (man hours and material, plumbing and heating only) of greater than one million dollars (\$1,000,000).

Any employee, after having been instructed by the employer to report for work shall qualify for travelling time one (1) way from the point of origin to the job on the completion of thirty (30) calendar days employment. Welders who have been certified by the Provincial Department of Labour within the previous twelve (12) months and who fail to pass the employer's welding test shall qualify regardless of the thirty (30) day time limit.

An employee, after having been instructed by the employer to report for work shall be entitled to return travel time to the point of origin on the completion of ninety (90) calendar days employment.

An employee shall be entitled to travelling time from the point of origin to the job site and/or return to the point of origin if his employment has been terminated for the following reasons, regardless of duration of employment:

- (A) if he has been laid off;
- (B) if the job has been completed;
- (C) if he has been granted permission by the employer to leave before completion.

If his employment is terminated for just cause or the employee leaves of his own accord before having qualified for travelling time to and/or from the job, he shall not be entitled to receive such travelling time. After qualifying for return travelling time, if the employee voluntarily terminates his employment, he will not be paid travelling time for any subsequent trips to the job except at the employer's discretion.

(B) Travel/Living Allowances

Travel and Living Allowance shall not apply to those employees who work on projects within a fifty-five (55) kilometre radius of the Angus L. MacDonald Bridge in Halifax.

For projects outside the fifty-five (55) kilometre radius of the Angus L. MacDonald Bridge a Living Allowance as indicated below will be paid. If an employee works less than an eight (8) hour shift in any one (1) day the employee's Living Allowance shall be pro-rated hourly on the basis of the hours worked by the employee in any one (1) day. (ie. employee works seven (7) hours of eight (8) hours, board allowance is 7/8 x the appropriate daily allowance).

The Living Allowance will be:

<u>May 1, 2018</u>	Five Days Worked	<u>\$625.00</u> per week
	Six Days Worked	<u>\$875.00</u> per week
<u>May 1, 2019</u>	Five Days Worked	<u>\$635.00</u> per week
	Six Days Worked	<u>\$889.00</u> per week
<u>May 1, 2020</u>	Five Days Worked	<u>\$645.00</u> per week
	Six Days Worked	<u>\$903.00</u> per week

U.A. members on travel cards will receive the Living Allowances as outlined above.

If a construction camp providing room and board is available for a project the employee will live at the camp. No Living Allowance will be paid to the employee.

- (C) For all projects outside of the Halifax/Dartmouth radius as defined in Clause 7 (B) above, there shall be a travel free radius of fifty-five (55) kilometres. The centre of this radius free zone shall be on a job shack established on the job site. Travel and Living Allowance will not apply to employees travelling and working within the fifty-five (55) kilometre radius.

Travel allowance as per Article 17.02 of the Collective Agreement shall be paid for travel from a permanent residence within a one hundred (100) kilometre radius of the job shack up to the outer limit of the fifty-five (55) kilometre radius.

Employees whose permanent residence is outside the limit of the one hundred (100) kilometre free zone radius and who are required to commute daily to the job site shall be paid a Living Allowance as set forth below.

The Living Allowance will be:

<u>May 1, 2018</u>	Five Days Worked	<u>\$625.00</u> per week
	Six Days Worked	<u>\$875.00</u> per week
<u>May 1, 2019</u>	Five Days Worked	<u>\$635.00</u> per week
	Six Days Worked	<u>\$889.00</u> per week
<u>May 1, 2020</u>	Five Days Worked	<u>\$645.00</u> per week
	Six Days Worked	<u>\$903.00</u> per week

If an employee works less than an eight (8) hour shift in any one (1) day the employee's Living Allowance shall be pro-rated hourly on the basis of the hours worked by the employee in any one (1) day. (ie. employee works seven (7) hours of eight (8) hours, board allowance is $7/8$ x the appropriate daily allowance).

SCHEDULE "B" – SUGGESTED LIST OF JOURNEYMEN TOOLS

PLUMBING, STEAMFITTING AND PIPEFITTING TOOLS:

- 1.....set adjustable wrenches
- 1..... 14" pipe wrench
- 1..... 18" pipe wrench
- 1..... basin wrench
- 1..... spud wrench
- 1..... hack saw
- 1..... drywall saw
- 1..... hammer
- 1..... knife
- 1..... cold chisel
- 1..... channellock pliers
- 1..... 12" level
- 1..... set assorted screwdrivers
- 1..... 5/16" nut driver
- 1..... 25' or 8 metre tape measure
- 1..... set streamlined copper pipe cutters to 2" or equivalent
- 1..... plumb bob
- 1..... chalk line

Tools and equipment supplied by the employer (such as Prestolite kit, Propane kit, etc.) shall be issued to an individual Foreman or employee who shall sign for them and be financially responsible until returned to the employer and signed card returned to the Foreman or employee.

SCHEDULE “R” – MULTI-STOREY RESIDENTIAL AND LIGHT COMMERCIAL

The purpose of this Schedule is to assist signatory Employers in securing work, with the cooperation of the Union, in highly competitive fields such as those listed in this Schedule.

This Schedule will apply to multi-storey apartment buildings, multi-storey condominium developments, residential construction and small commercial jobs including grocery stores, strip malls up to 20,000 square feet, gas stations, fast food restaurants up to 5,000 square feet, etc.

Under this schedule the Stabilization Fund shall be funded by employees only in an amount of fifty cents (\$0.50) by the employee, per hour worked, and shall be administered by UA Local 56. The employer shall deduct towards the Stabilization Fund fifty cents (\$0.50) per hour worked from all journeymen and/or apprentices working under the conditions of this Schedule. The contribution of fifty cents (\$0.50) per hour worked shall be remitted to:

UA Local 56
30 Neptune Crescent
Woodside Industrial Park
Dartmouth, NS B2Y 4R8

SCHEDULE “R” HOURS OF WORK:

- 1) Hours of work shall be as per Article 14. If mutually agreed by the Employer and Union, the workweek may be up to forty-five (45) hours per week, nine (9) hours per day, Monday to Friday at the straight time rate of pay.
- 2) The workweek may include Saturday if mutually agreed by the Employer and Union. Such agreement will not be unreasonably withheld. These hours will be counted as part of the regular forty (40) hour workweek, or forty-five (45) hour workweek if mutually agreed.
- 3) If a day is lost from Monday to Friday, Saturday may be used as a make-up day at the straight time rate of pay if mutually agreed by the Employer and Union, up to the regular forty (40) hour workweek, or forty-five (45) hour workweek if mutually agreed.
- 4) For work after the regular eight (8) hours per day, or nine (9) hours per day if mutually agreed, the rate of pay shall be at one and a half times (1 ½ x) the straight time rate of pay.
- 5) Holidays shall be as set out in the Master Agreement but at one and a half times (1 ½ x) the hourly rate of pay if worked by the employee.

JOURNEYMAN										
Effective Date	Hourly Rate	Vac (10%)	Benefit	Pension	NS JATC	UA 56 Training	Total Pkg	CLRA IIF	Work Ready Program	Total
<u>May 1, 2018</u>	<u>\$32.93</u>	<u>\$3.29</u>	\$2.05	\$6.23	\$0.10	\$0.93	<u>\$45.53</u>	\$0.28	<u>n/a</u>	<u>\$45.81</u>
<u>July 1, 2018</u>	\$32.93	\$3.29	\$2.05	\$6.23	\$0.10	\$0.93	\$45.53	\$0.28	<u>\$0.30</u>	<u>\$46.11</u>
<u>May 1, 2019</u>	<u>\$32.94</u>	<u>\$3.29</u>	<u>\$2.15</u>	<u>\$6.33</u>	\$0.10	\$0.93	<u>\$45.74</u>	\$0.28	\$0.30	<u>\$46.32</u>
<u>May 1, 2020</u>	<u>\$33.32</u>	<u>\$3.33</u>	\$2.15	\$6.33	\$0.10	\$0.93	<u>\$46.16</u>	\$0.28	\$0.30	<u>\$46.74</u>

A foreman shall be paid a minimum premium of four percent (4%) of the journeyman wage rate.

*** **Employee Deductions:**

Dues Per Week	Stabilization Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
\$17.00	\$0.50	\$0.30	\$0.02

Amendment #1 – July 1, 2018

Amendment #2 – May 1, 2019

APPRENTICE RATES										
Effective Date	Hourly Rate	Vac (10%)	Benefit	Pension	NS JATC	UA 56 Training	Total Pkg	CLRA IIF	Work Ready Program	Total
50%										
<u>May 1, 2018</u>	<u>\$16.25</u>	<u>\$1.63</u>	\$2.05	\$3.12	\$0.10	\$0.75	<u>\$23.90</u>	\$0.28	<u>n/a</u>	<u>\$24.18</u>
July 1, 2018	\$16.25	\$1.63	\$2.05	\$3.12	\$0.10	\$0.75	\$23.90	\$0.28	\$0.30	\$24.48
<u>May 1, 2019</u>	<u>\$16.23</u>	<u>\$1.62</u>	<u>\$2.15</u>	<u>\$3.16</u>	\$0.10	\$0.75	<u>\$24.01</u>	\$0.28	\$0.30	<u>\$24.59</u>
<u>May 1, 2020</u>	<u>\$16.42</u>	<u>\$1.64</u>	\$2.15	\$3.16	\$0.10	\$0.75	<u>\$24.22</u>	\$0.28	\$0.30	<u>\$24.80</u>
60%										
<u>May 1, 2018</u>	<u>\$19.57</u>	<u>\$1.96</u>	\$2.05	\$3.74	\$0.10	\$0.79	<u>\$28.21</u>	\$0.28	<u>n/a</u>	<u>\$28.49</u>
July 1, 2018	\$19.57	\$1.96	\$2.05	\$3.74	\$0.10	\$0.79	\$28.21	\$0.28	\$0.30	\$28.79
<u>May 1, 2019</u>	<u>\$19.55</u>	<u>\$1.95</u>	<u>\$2.15</u>	<u>\$3.80</u>	\$0.10	\$0.79	<u>\$28.34</u>	\$0.28	\$0.30	<u>\$28.92</u>
<u>May 1, 2020</u>	<u>\$19.78</u>	<u>\$1.98</u>	\$2.15	\$3.80	\$0.10	\$0.79	<u>\$28.60</u>	\$0.28	\$0.30	<u>\$29.18</u>
70%										
<u>May 1, 2018</u>	<u>\$22.93</u>	<u>\$2.29</u>	\$2.05	\$4.36	\$0.10	\$0.82	<u>\$32.55</u>	\$0.28	<u>n/a</u>	<u>\$32.83</u>
July 1, 2018	\$22.93	\$2.29	\$2.05	\$4.36	\$0.10	\$0.82	\$32.55	\$0.28	\$0.30	\$33.13
<u>May 1, 2019</u>	<u>\$22.91</u>	<u>\$2.29</u>	<u>\$2.15</u>	<u>\$4.43</u>	\$0.10	\$0.82	<u>\$32.70</u>	\$0.28	\$0.30	<u>\$33.28</u>
<u>May 1, 2020</u>	<u>\$23.18</u>	<u>\$2.32</u>	\$2.15	\$4.43	\$0.10	\$0.82	<u>\$33.00</u>	\$0.28	\$0.30	<u>\$33.58</u>
80%										
<u>May 1, 2018</u>	<u>\$26.25</u>	<u>\$2.63</u>	\$2.05	\$4.98	\$0.10	\$0.86	<u>\$36.87</u>	\$0.28	<u>n/a</u>	<u>\$37.15</u>
July 1, 2018	\$26.25	\$2.63	\$2.05	\$4.98	\$0.10	\$0.86	\$36.87	\$0.28	\$0.30	\$37.45
<u>May 1, 2019</u>	<u>\$26.25</u>	<u>\$2.62</u>	<u>\$2.15</u>	<u>\$5.06</u>	\$0.10	\$0.86	<u>\$37.04</u>	\$0.28	\$0.30	<u>\$37.62</u>
<u>May 1, 2020</u>	<u>\$26.55</u>	<u>\$2.66</u>	\$2.15	\$5.06	\$0.10	\$0.86	<u>\$37.38</u>	\$0.28	\$0.30	<u>\$37.96</u>
90%										
<u>May 1, 2018</u>	<u>\$29.60</u>	<u>\$2.96</u>	\$2.05	\$5.61	\$0.10	\$0.89	<u>\$41.21</u>	\$0.28	<u>n/a</u>	<u>\$41.49</u>
July 1, 2018	\$29.60	\$2.96	\$2.05	\$5.61	\$0.10	\$0.89	\$41.21	\$0.28	\$0.30	\$41.79
<u>May 1, 2019</u>	<u>\$29.60</u>	<u>\$2.96</u>	<u>\$2.15</u>	<u>\$5.70</u>	\$0.10	\$0.89	<u>\$41.40</u>	\$0.28	\$0.30	<u>\$41.98</u>
<u>May 1, 2020</u>	<u>\$29.95</u>	<u>\$2.99</u>	\$2.15	\$5.70	\$0.10	\$0.89	<u>\$41.78</u>	\$0.28	\$0.30	<u>\$42.36</u>

Employee Deductions:

Dues Per Week	Stabilization Per Hour Worked	Building Fund Per Hour Worked	NS JATC Per Hour Worked
\$17.00	\$0.50	\$0.30	\$0.02

Amendment #1 – July 1, 2018**Amendment #2 – May, 2019**

U.A. LOCAL 56 – JOB TARGETING RULES & PROCEDURES

The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Enabling Committee (E.C.). The U.A. Local 56 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 No 468-3705) in writing whether it grants or does not grant the targeting application no later than 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.

U.A. LOCAL 56 – JOB TARGETING APPLICATION FORM

DATE: _____

TO: UA Local 56 PHONE: 902-466-9920 FAX: 902-466-2368
NS Construction Labour Relations Association PHONE: 902-468-2283 FAX: 902-468-3705

FROM: _____

PHONE: _____ FAX: _____

Please accept this as a request to bid the Project outlined herein, under the terms of the enabling provisions in Article 28 of the Local 56 Mechanical Mainland Nova Scotia Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

TOTAL VALUE OF UA WORK: _____ TOTAL MAN HOURS: _____

TENDER CLOSING DATE: _____ EST. TOTAL VALUE: _____

START DATE: _____ COMPLETION DATE: _____

Table with 3 columns: UNION, KNOWN BIDDERS: NON-UNION, GENERAL CONTRACTORS. It contains three empty rows for data entry.

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 UNDERSTAND AND AGREE THAT ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, BENEFIT, PENSION, NS JATC, U.A. 56 TRAINING FUND AND PROMOTION, EDUCATION AND CLRA INDUSTRY IMPROVEMENT FUND, U.A. 56 BUILDING FUND AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE BARGAINING AGREEMENT, UNLESS OTHERWISE STIPULATED. CONTRACTOR REMITTANCE MUST BE PAID UP TO DATE TO QUALIFY.

COMPANY

CONTRACTOR REPRESENTATIVE

(UNION LETTERHEAD)

FAX FORM - RESPONSE TO JOB TARGETING APPLICATION ARTICLE 16
U.A. LOCAL 56

Date Application Received: _____ Date of Reply: _____

To: Nova Scotia Construction Labour Relations Association Fax: 902-468-3705

From: U.A. Local Union 56

Project Type & Location: _____

Hours of Work & Other Provisions:

Unless specifically indicated below, all other terms and conditions will be as per the current Collective Mechanical Local 56 Agreement.

Any contractor that subcontracts work normally covered under the jurisdiction of the UA to contractors that are not signatory to the UA will not qualify for this stabilization.

Only contractors that have positively identified non-union competition and have supplied man-hours to the satisfaction of UA Local 56 prior to the closing date are eligible for this stabilization.

Contractors are requested to notify UA Local 56 as soon as possible after being awarded any targeted project. (The successful contractor will be required to provide the names of UA 56 members on the job and the total hours worked by that member with any request for payment.)

*** This stabilization amount includes all applicable taxes, if any.**

The above noted target rate is granted under Article 28 for the following qualifying contractors:

Darren Muise, Business Manager
UA Local 56 Dartmouth

Response Date: _____ Job Target Not Granted _____

MECHANICAL 56 TRADE CLASSIFICATION

(Includes Pneumatic Control Systems)

- A.B. Mechanical
- A.J. Murphy Plumbing, Heating & Ventilation
- Ace Plumbing and Heating Ltd.
- Advanced Energy Management
- Aecon Mining Construction Services
- Atlantica Mechanical Contractors Inc.
- Beaulieu Plumbing & Mechanical Inc.
- **Bird Mechanical Ltd.**
- Black & McDonald Limited
- Bremner's Plumbing & Heating Ltd.
- C.C. MacDonald Limited
- Controls & Equipment Ltd.
- Fixair Inc.
- Gardner Electric Ltd.
- Gil-Son Construction
- Himmelman Contractors Limited
- Marid Industries Limited
- Moncton Plumbing & Supply Company Limited
- Plan Group Inc.
- Ron Parker's Plumbing and Heating Ltd.
- Sunny Corner Enterprises Inc.
- The Cahill Group
- Western Plumbing & Heating Ltd.

Amendment #2 – May 1, 2019