APPENDIX NO. 9“A” - SHEET METAL - COMMERCIAL

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>
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</thead>
<tbody>
<tr>
<td>August 24, 2018</td>
<td>$32.66</td>
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<td>July 1, 2019</td>
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<td>$0.77</td>
<td>$0.78</td>
<td>$0.16</td>
<td>$47.46</td>
</tr>
</tbody>
</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 & Apprenticeship Fund, Consolidated Fund and Industry Improvement Fund of this Appendix.

SUPERVISION:
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.

Foreman premium.........................a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance
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 PER MONTH:
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
LEAD HANDS:
Journeymen Sheet Metal Workers placed in charge of work where there are three (3) or more
Journeymen or Apprentices shall receive at least one dollar fifteen cents ($1.15) per hour above
his hourly rate while working on the job (applied where there is a Shop Foreman).

Where there is no Shop Foreman, such employee shall receive at least a minimum premium of
seven percent (7%) of journeyman base rate and holiday and vacation allowance per hour above
his hourly rate while working on the job.

Where there is a Shop Foreman and when a Journeyman Sheet Metal Worker is placed in charge
of work where there are six (6) or more Journeymen or Apprentices he shall receive at least a
minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation
allowance per hour above his hourly rate while working on the job.

Foreman: The employer has the option to select one (1) Union member as Foreman for each
employer.

OVERTIME:
The first two (2) hours of overtime daily to a maximum of six (6) hours of overtime in any one (1)
week period, Monday through Friday, shall be paid for at time and one-half (1-1/2x). All
additional overtime hours shall be paid for as double time (2x).

All hours worked Saturdays, Sundays and on Designated Holidays shall be paid as double time
(2x).

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 shift .....................fifteen percent (15%)

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.
**APPRENTICES:**
(The percentages next to each block of hours represent 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% Pension Benefit</th>
<th>Occupational Health &amp; Safety Training &amp; Apprenticeship Fund</th>
<th>Consol. Fund</th>
<th>IIF</th>
<th>Total Pkg.</th>
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<tbody>
<tr>
<td>0 - 1000 hours</td>
<td>$15.13</td>
<td>$1.36 $3.50 $2.80 $0.80</td>
<td>$0.77 $0.78 $0.16</td>
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<tr>
<td>7001 - 8000 hours</td>
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<table>
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<th>Effective Date: July 1, 2019</th>
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<th>Consol. Fund</th>
<th>IIF</th>
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<tr>
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<td>1001 - 2000 hours</td>
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<td>2001 - 3000 hours</td>
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<td>5001 - 6000 hours</td>
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<tr>
<td>7001 - 8000 hours</td>
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<td>$43.12</td>
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The ratio of Journeymen to Apprentices shall be two to one (2:1).
SPECIAL PAY CONDITIONS:

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

- 50’ to 74’..........................Thirty five cents ($0.35)
- 75’ to 99...........................Seventy cents ($0.70)
- 100’ to 149’........................One dollar twenty cents ($1.20)
- 150’ & over..........................One cent ($0.01) per foot

It is strictly understood, however, that height pay does not include floors or roofs of a particular job, but only where danger of falling fifty feet (50’) or more exists.

**Injury Pay:**
When an employee covered by this Agreement is injured in the shop or on the job and is sent home, to a Doctor, or to a hospital by the employer or Foreman, he shall be paid for the remainder of the day on which he was injured upon producing a certificate by a medical doctor that at the time in question, he was unfit to return to the job.

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

**CLEAN UP:**
Where job conditions warrant, the employer agrees that employees have a five (5) minute "clean up" period at lunch time. At the end of the shift, a "clean up" period of approximately ten (10) minutes shall be allowed to enable employees to clean up and stow away gear. Both Parties agree that the work shall be "squared up" when required.
TOOLS:
Journeymen Sheet Metal Workers and registered Apprentices, parties to and recognized under this Agreement, shall provide for themselves the hand tools listed below in the course of their employment, but the employer will provide all necessary power tools, also hacksaw blades and drill bits for the completion of any job. The worker on the job is responsible to see that all tools belonging to the employer are returned to the shop. Power drills shall be supplied by the employer and shall be charged out to the employee on the books of the employer. The employee shall be responsible for any power drill while it is in his custody and power drills so issued to employees shall be returned in good condition at the end of each job, ordinary wear and tear accepted.

The employer agrees to buy tools for the employees at cost and to be paid for by weekly payments to be deducted from the employee's pay over a period of not less than five (5) weeks or as mutually agreed between the employer and employee, provided that if any sum shall be owing on account of tools not purchased when the employee's employment is terminated, this sum shall be deemed due and payable forthwith and the employer shall have the right to deduct the amount thereof from any wages or other payment which may be due the employee upon such termination.

Journeymen Sheet Metal Workers shall supply and maintain for themselves:
- 25' Tape
- Tool Box approx. 20" x 8" x 10"
- Pencil and Note Book
- 1 Tool Box approx. 20" x 8" x 10"
- 1 Pr. Shears approx. 13-1/2" x 2-1/2" cut
- 1 Thinners Hammer
- 1 Set of 3 Screwdrivers
- 1 Set Allen Wrenches
- 1 Set of 3 Robertson Screwdrivers
- 1 Set Spanner 5/16 to 78
- 1 Set of 3 Phillips Screwdrivers
- 1 Hacksaw
- 1 Pr. Longnosed Cutting Pliers
- 1 Crescent Wrench
- 1 pr. Combination Pliers
- 1 Vice Grip
- 3 Aviation Snips - M-1, M-2, M-5
- 1 Scratch Awl
- 1 Plumb Bob
- 1 Centre Punch
- 1 Utility Knife
- 1 Chalk Line

Beginning Apprentices shall supply and maintain for themselves:
- 25' Tape
- Pencil and Note Book
- 3 Screwdrivers
- 1 Hammer
- 3 Aviation Snips M-1, M-2 & M-5
- 1 Utility Knife
- Chalk Line

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

Note: The number and variety of tools to be supplied for Apprentices shall increase in line with pay increases received by them until their training is completed.

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.

**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 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 paid 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 seventy-seven cents ($0.77) per hour worked to:

**Financial Secretary**  
Cape Breton Sheet Metal Workers and Apprenticeship 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 contribution at the rate per hour paid as follows:

................................

......................... two dollars eighty cents ($2.80) per hour paid

to the Administrator as set out below:

Administrator
Benefit Plan Administrators (Atlantic) Limited
Ravine Centre Two
38 Solutions Drive, Suite 100
Halifax, NS  B3S 0H1
Phone: (902) 455-7277
Fax: (902) 454-5936

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.

SHEET METAL WORKERS AND APPRENTICESHIP TRAINING FUND:
The employer shall contribute twenty-eight and one-half cents (28½¢) per hour and shall deduct and remit twenty-three and one-half cents (23½¢) per hour for each employee, 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 seventy-seven cents ($0.77) 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:

Financial Secretary
Cape Breton Sheet Metal Workers Training Program
470 Gatesway Avenue
Edwardsville, NS  B2A 4S8

Five cents ($0.05) of the above contribute shall be spent on training for 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

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 remit by the second (2nd) week of each month, together with a list of employees and hours worked, to:

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

Amendment #3 – July 1, 2019
SUBMISSION OF RECORDS:
The Business Agent will forward to the employer a record form compatible to BPA forms for submission to the Union office monthly which will list all employer contributions to Benefit Plans and employee payments to Union dues.

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.

SHEETER DECKER:

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

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<tr>
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<th>IIF</th>
<th>Total Pkg.</th>
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<tr>
<td>70%</td>
<td>$23.11</td>
<td>$2.08</td>
<td>$3.50</td>
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<td>$0.77</td>
<td>$0.78</td>
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<td>90%</td>
<td>$29.44</td>
<td>$2.65</td>
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<td>95%</td>
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<td>$2.83</td>
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<td>$0.77</td>
<td>$0.78</td>
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<td>95%</td>
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<td>$0.78</td>
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<td>$45.31</td>
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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.
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