



AMENDMENT NOTICE

DATE: November 26, 2019

To: Mechanical 56 Trade Classification

A.B. Mechani	Chris	Brace	C. C. MacDona	Bob	Chisholm
A.J. Murphy	Anthony	Murphy	C. C. MacDona	Craig	MacDonald
Ace Mechanic	Allan	Ferguson	Controls & E	Brian	Dutt
Ace Mechanic	Geno	Pace	Controls & E	Darrell	Clattenburg
Advanced Ene	Blaine	Mayo	Fixair Inc.	John	Brennan
Aecon Mining	Lionel	Coleman	Gardner Elec	Jeff	Gardner
Atlantica Me	Dave	Vincent	Gil-Son Cons	Daniel	Hiltz
Atlantica Me	Doug	Shreenan	Gil-Son Cons	Don	Hiltz
Atlantica Me	Tom	Vincent	Himmelman Co	Kirk	Himmelman
Atlantica Me	Doug	Holstead	Marid Indust	Tina	Lane
Beaulieu Plu	Carol	Beaulieu	Moncton Plum	Ernest	Brun
Beaulieu Plu	Gaetan	Beaulieu	Plan Group I	Jacqueline	Easton
Bird Mechani	Brandon	Bird	Plan Group I	Greg	DeCoste
Bird Mechani	Ryan	Croon	Ron Parker's	Ron	Parker
Black & McDo	Charles	Savoie	Sunny Corner	Bill	Schenkels
Black & McDo	Lester	Buckland	Sunny Corner	Bruce	Clark
Black & McDo	Robert	Burns	The Cahill G	Karen	Dwyer
Bremner's PI	Vernon	Beaver	Western Plum	Derrick	Flinn

CC: Darren Muise, Local 56

FROM: Robert Shepherd

RE: Amendment #3 to Mechanical 56 Collective Agreement 2018-2021

PAGES: 4 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
January 1, 2020	• Change of Plan Administrator for Health & Wellness and Pension Plans	Cover page, 13, 20

Attached are the amended pages for the Mechanical 56 Collective Agreement 2018-2021 Amendment #3, effective January 1, 2020.

NOTE: The current Administrator, Belmont Health & Wealth, recently contacted employers directly to request that remittances for November 2019 be received in their office by Friday, December 13, 2019 and that any employer contribution reports received after December 18, 2019 will be not be processed by Belmont, but instead be forwarded to the new Administrator, Benefit Plan Administrators. Belmont also advised that delayed contribution reports could result in benefits being suspended for members until the reports are entered. Please ensure you meet their time guidelines for a smooth transition of information to the new Plan Administrator.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended agreement is now available for download on our website, www.nsclra.ca.

If you have any questions or concerns, please feel free to contact our office.

Thank you.

Please contact our office at (902) 468-2283 if you do not receive all of the pages indicated above. If you have received this fax in error, please contact us and destroy the fax immediately, as the contents are subject to confidentiality. Thank you.

**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

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

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

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