

**CAPE BRETON INDUSTRIAL PROJECTS
COLLECTIVE AGREEMENT
2011 - 2014**

- BETWEEN -

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

- AND -

**THE CAPE BRETON ISLAND
BUILDING & CONSTRUCTION TRADES COUNCIL**
(hereinafter referred to as the "Cape Breton Trades Council")

- AND -

SIGNATORY BUILDING TRADE UNIONS

THIS AGREEMENT dated at Sydney, Nova Scotia this 13th day of October, 2011.

EFFECTIVE DATE: AUGUST 18, 2011
EXPIRATION DATE: JUNE 30, 2014

Correction #1 – Body & Ironworker Rebar – August 18, 2011
Correction #2 – Bricklayer, Tile, Ironworker Rebar & Plumber – August 18, 2011

INDEX

	PAGE NO.
DIRECTORY.....	V
ARTICLE 1A - PURPOSE	1
ARTICLE 1B - INDUSTRIAL DEFINITION	2
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4A - UNION SECURITY	4
ARTICLE 4B - STEWARDS.....	6
ARTICLE 5 - ACCESS TO THE JOB SITE	7
ARTICLE 6 - NO STRIKE - NO LOCKOUT	7
ARTICLE 7 - HEALTH AND SAFETY	8
ARTICLE 8A - PAY PERIODS	10
ARTICLE 8B - WAGES	11
ARTICLE 8C - EMPLOYER CONTRIBUTIONS & DEDUCTIONS AND EMPLOYEE DEDUCTIONS....	11
ARTICLE 8D –THE CONSOLIDATED FUND	12
ARTICLE 8E – INDUSTRY IMPROVEMENT FUND	15
ARTICLE 8F - DELINQUENT PAYMENTS	16
ARTICLE 8G - VACATION ALLOWANCE	16
ARTICLE 9A - FOREMAN	17
ARTICLE 9B – GENERAL FOREMAN	17
ARTICLE 10A - NORMAL HOURS OF WORK	18
ARTICLE 10B - SHIFT WORK	20
ARTICLE 10C - OVERTIME.....	21
ARTICLE 10D - REPORTING TIME	22
ARTICLE 10E - CALL BACK TIME.....	23
ARTICLE 10F - TERMINATION OF EMPLOYMENT	23
ARTICLE 10G - HOLIDAYS	24
ARTICLE 11A - SUBSISTENCE	27
ARTICLE 11B - TRAVELLING TIME AND TRANSPORTATION.....	28
ARTICLE 11C - HEIGHT PAY.....	28
ARTICLE 12 - GRIEVANCE & ARBITRATION.....	29
ARTICLE 13 - JURISDICTIONAL DISPUTES.....	29
ARTICLE 14 - SUB-CONTRACTS.....	30
ARTICLE 15 - DISCIPLINE	31
ARTICLE 16 - BONDING.....	32

ARTICLE 17 - OLDER WORKERS.....	32
ARTICLE 18 - TOOLS.....	33
ARTICLE 19 - WELDING TEST.....	33
ARTICLE 20 - DURATION.....	33
ARTICLE 21 - SIGNATORIES.....	34
SCHEDULE “A” – RESOLVING DISPUTES BETWEEN UNIONS & EMPLOYERS - TRIBUNALS.....	37
SCHEDULE “B” – WIND MILLS AND WIND MILL FARMS.....	38

APPENDICES

1 “A” BRICKLAYERS	1A-1 to 1A-8
<u>1 “B”</u> TILE & TERRAZZO	1B-1 to B-19
2 CARPENTERS	2-1 to 2-9
3 ELECTRICIANS	3-1 to 3-11
4 INSULATORS	4-1 to 4-8
5 IRONWORKERS STRUCTURAL	5-1 to 5-10
5“A” IRONWORKERS REBAR	5A-1 to <u>5A-12</u>
6 LABOURERS	6-1 to 6-13
6 “A” LABOURERS - ROCK & TUNNEL CONSTRUCTION ONLY.....	6A-1 to 6A-8
<u>6 “B”</u> MASONRY LABOURER	6B-1 to 6B-18
7 MILLWRIGHTS	7-1 to 7-7
8 “A” OPERATING ENGINEERS	8A-1 to 8A-10
8 “B” OPERATING ENGINEERS - SURVEY CREW	8B-1 to 8B-6
9 PAINTERS	9-1 to 9-12
10 PIPEFITTERS	10-1 to 10-18
11 SHEET METAL WORKERS	11-1 to 11-14
12 TEAMSTERS	12-1 to 12-5

Correction #1 – Body & Ironworker Rebar – August 18, 2011

BETWEEN

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

OF THE FIRST PART

- AND -

**THE CAPE BRETON ISLAND BUILDING AND CONSTRUCTION TRADES
COUNCIL AND SIGNATORY NOVA SCOTIA LOCAL UNIONS OF
INTERNATIONAL UNIONS WHICH HAVE BEEN ACCEPTED AFFILIATES BY THE
BUILDING AND CONSTRUCTION TRADES COUNCIL,**
whose designated officers shall sign this Collective Agreement including
appropriate craft schedules appended.
(hereinafter referred to as the "Cape Breton Trades Council")

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

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

- AND -

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA,
LOCAL UNION 927, HALIFAX, NS**

(hereinafter referred to as the "Unions")

OF THE SECOND PART

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

DIRECTORY

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

260 Brownlow Avenue, Unit 1
 Dartmouth, Nova Scotia
 B3B 1V9
www.nscra.ca

Name & Title	Phone	Fax	Email
Mr. Allan Stapleton <i>President</i>	902-468-2283	902-468-3705	astapleton@nscra.ca
Mr. Calum MacLeod <i>Labour Relations Officer</i>			cmacleod@nscra.ca
Mr. Greig Macleod <i>General Counsel</i>			gmacleod@nscra.ca

SIGNATORY TRADE UNIONS - CAPE BRETON:
**THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFT WORKERS,
 LOCAL UNION 1**

14 McQuade Lake Crescent, Suite 203
 Halifax, Nova Scotia
 B3S 1B6

Name & Title	Phone	Fax	Email
<u>Mr. James Moore</u> <i>President</i>	902-450-5614	902-450-5146	baclocal1@ns.aliantzinc.ca

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

24 Cossitt Heights Drive
 Sydney, Nova Scotia
 B1P 7E8

Name & Title	Phone	Fax	Email
<u>Mr. Gordon Jacobs</u> <i>Business Manager</i>	902-562-5130	902-562-8678	gordon.jacobs@ubclocal1588.ns.ca

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

PO Box 24, Pier Postal Station
Sydney, Nova Scotia
B1N 3B1

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

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

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

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

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

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

www.ironworkerslocal752.com

Name & Title	Phone	Fax	Email
Mr. John Wilson <i>Business Manager</i>	902-450-5615	902-450-5082	iron.worker@ns.sympatico.ca

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

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

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

**MILLWRIGHTS & MACHINE ERECTORS,
LOCAL UNION 1178**

PO Box 358
Stellarton, Nova Scotia
B0K 1S0

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

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

35 Cossitt Heights Drive
Sydney, Nova Scotia
B1P 7B4
www.oetins.ca

Name & Title	Phone	Fax	Email
Mr. Kevin MacDonald <i>Business Representative</i>	902-562-5659	902-539-2454	dlythia@hotmail.com
Mr. Joseph MacLellan <i>Business Manager</i>	902-865-8844	902-864-0676	

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

95 Simmonds Drive
Dartmouth, Nova Scotia
B3B 1N7
www.dc39.ca

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

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

PO Box 4508
Reserve Mines, Nova Scotia
B0A 1L2
www.ualocal682.ca

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

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,
LOCAL UNION 56**

87 Applecross Drive
Sydney, Nova Scotia
B1R 2B4
www.smwr56.ca

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

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL UNION 927**

19 Alma Crescent
Halifax, Nova Scotia
B3N 2C4

Name & Title	Phone	Fax	Email
Mr. Rob Beairsto <i>Business Manager</i>	<u>902-445-5255</u>	902-445-5303	rbeairsto@teamsters927.org

ARTICLE 1A - PURPOSE

- 1A.01 The CLRA, the employers and the Unions wish to make a common Collective Agreement (with Craft Schedules appended) respecting the employees of the employers engaged in the Construction Industry on Industrial projects and wish to ensure uniform interpretation and application in the administration of this Collective Agreement with a speedy and equitable adjustment of any grievances which may occur.
- 1A.02 This Agreement is intended for an Area Agreement, therefore, it is agreed that the scope of this Agreement is the Island of Cape Breton.
- 1A.03 This Agreement is intended to cover the employer's work on all Industrial projects as defined under Article 1A and shall exclude all road building and paving construction.
- 1A.04 This Agreement shall be a common Collective Agreement consisting of both the Articles and Appendices attached hereto.

ARTICLE 1B - INDUSTRIAL DEFINITION

1B.01 Industrial projects shall be defined as the initial construction or modernization of an Industrial Project such as listed in sub-paragraph (a), with a total Tender Value in excess of twenty million dollars (\$20,000,000.00) regardless of the individual Contractor's Tender Value, regardless of whether the Owner or their Consultant/Management decided to call Tenders for their respective Industrial Projects in phases and the Dollar Tender Value of phasing is maintained at twenty million dollars (\$20,000,000.00) or less. This amount shall be adjusted annually in accordance with the Consumer Price Index as reported by Statistics Canada.

(a)

- Oil Refineries
- Pulp & Paper Mills
- Chemical Plants
- Manufacturing Plants, Processing Plants
- Assembling Plant
- Rubber Plants (such as Michelin)
- Deep Sea Ports or Docks
- Steel Mills
- Basic Metal Producing Facilities
- Power Plants
- Heavy Equipment Manufacturing
- Ore Reduction Plants
- Construction on Mine Sites
- Cement Plants
- Industrial Transportation Centres
- Construction on Shipyards
- Coal Liquefaction Projects
- Syn-Fuels Projects
- Coal-Water (Carbogel) Fuel Projects
- Fluidization Projects
- Gas Projects
- Wharves constructed as part of an ongoing Industrial Agreement
- Wind Mills and Wind Mill Farms (as per Schedule "B")

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

- 1B.02 The CLRA or the Council shall be entitled to call a joint meeting of the Parties to clarify the classification of any job as industrial or commercial, prior to tender closing.
- 1B.03 All shut-down work shall be performed under the terms and conditions of this Agreement. A shut-down is defined as all major mechanical maintenance on processing equipment performed on a site or facility constructed under this Agreement.
- 1B.04 Remediation work on Industrial, former Industrial, and Commercial sites shall be performed under the terms and conditions of the Commercial Agreement.

ARTICLE 2 - RECOGNITION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01a Subject to the limitations and specific terms of this Agreement, the management of the project and the discretion of the working force including, but not limited to, the right to plan, direct and control operations, hire, lay off, transfer on site, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for just cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used, are vested solely in the employer. The Parties agree that the foregoing enumeration of employer rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The employer in the exercise of these rights shall not discriminate against any member of the Union.
- 3.01b Site Rules, if used, to be included at mark-up meetings and each employee to be given a copy to read and sign upon hiring.
- 3.02 It is agreed among the Parties that the past practices relating to transfer of employees will continue.

ARTICLE 4A - UNION SECURITY

- 4A.01 When employees are required, the employer shall request the Unions to furnish competent and qualified workmen in the classifications listed in the Craft Schedules appended hereto and, insofar as possible, all workmen, so furnished will be recruited from the jurisdiction of the Local Union. (The referral slip system may be used at the option of the Local Union, if the referral slip is used it shall show the employee's permanent address.) If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and designated holidays, from the time the request is made the Unions are unable to supply the quantity and/or skills required, the employer may procure such men elsewhere. All employees secured from other sources will be cleared by the appropriate Union before commencing work for the employer. The provisions of Article 4A.01 shall be modified according to the Trade Appendices of this agreement.
- 4A.02 When an Employer in a Trade Division has work to be performed that is normally carried out by another Trade Division, then the employees required to do the work shall be hired from the union that normally supplied Tradespeople in the other Trade Division.
- 4A.03 The employer agrees that employees employed within categories covered by the terms of this Collective Agreement shall be required as a condition of continued employment to become and remain a member of the appropriate signatory Union. Forms authorizing the check-off of Union dues and initiation fee will be supplied by the Union to the employer. The employer will distribute these forms to the employee which will be affected, collect them when signed, retain the check-off authorization and forward them to the Union(s) at the proper address on file.

- 4A.04 Empowered by the authorization forms signed by each employee, the employer agrees to deduct weekly, or from the first (1st) pay period of each month, the amount certified by the Union as dues. The check-off remittance form shall include the Social Insurance number of the employee.
- 4A.05 Should the employee be newly joining the appropriate Union, the employer agrees to deduct the initiation fee in the amount that has been certified as the then current fee in the Nova Scotia Local Union having jurisdiction when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees, such initiation fees shall be deducted in weekly instalments.
- 4A.06 The amounts so deducted shall be remitted by the employer to the proper Union at the address on file during the second (2nd) week of each month, together with a list of all employees on whose behalf such deductions have been made.
- 4A.07 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice or assignment furnished under any of such provision.
- 4A.08 The Unions agree that membership will be granted to all employees under the terms and conditions that prevail in the Nova Scotia Local Union which has jurisdiction on Cape Breton Island.
- 4A.09 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 4A.10 All workmen secured from other sources will be commonly known as card men and will be cleared by the appropriate Union before commencing work for the employer.
- 4A.11 Card men shall be replaced by the appropriate Union members when such men are available:
- (a) after they have been employed for one (1) month; and
 - (b) after notice for a minimum of one (1) working day.
- 4A.12 The Unions shall have the right to amend their dues structure provided that the structure is not changed more than once in any twelve (12) month period and the CLRA and the employer receives two (2) months notice of such change.
- 4A.13 Employers shall not transfer their employees from their payroll to another employer on the same site or project unless agreed to by the Union.
- 4A.14 Employers shall not hire for employment employees laid off or terminated by another employer on the same site or project (subject to the policy of the individual Unions).

4A.15 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the *Declaration of Support for the Reserve Force* signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 4B - STEWARDS

4B.01 The Business Agent or Business Manager shall appoint job Stewards and prior to such appointment shall discuss the appointment with the employer. The Steward of a member Union will be an employee of the employer who is a qualified journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman, he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the Foreman or Superintendent whenever possible. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement.

4B.02 It is agreed that only one (1) Steward and one (1) alternate on each shift shall be recognized by each employer and the Union shall notify the employer in writing of the name of the Steward and his alternate.

4B.03 Once appointed by the Business Manager for their respective shifts, Stewards shall not be transferred from job to job or shift to shift without approval of the Business Agent or Business Manager.

4B.04 The employment of the alternate Steward shall not be terminated until:

- a) there are twenty (20) or fewer employees on site; and
- b) the employer has discussed the matter with the Business Agent/Manager or the Steward.

The alternate Steward shall not assume any Steward duties unless the regular Steward is off-site.

4B.05 The employer agrees to recognize the Steward and alternate Steward appointed by the Business Agent/Manager. The Steward or alternate (alternate when the designated Steward is unavailable) shall be on the site whenever more than three (3) employees, including Foremen, of his craft from the shift are working, including overtime hours, Saturdays, Sundays and holidays.

4B.06 Subject to all other items and conditions of this Agreement, the Steward shall be the second (2nd) last man remaining on the job.

4B.07 The Steward may be on all committees pertaining to his craft. Under no circumstances shall the job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.

ARTICLE 5 - ACCESS TO THE JOB SITE

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

ARTICLE 6 - NO STRIKE - NO LOCKOUT

6.01 The Union and employees agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the employer or any of them for the duration of this Agreement.

6.02 Participation by an employee, or group of employees, in any act violating the above provision will be cause for disciplinary action.

6.03 The employer agrees that there will not be any lockout of employees during the term of this Agreement.

ARTICLE 7 - HEALTH AND SAFETY

- 7.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.
- 7.02 Employees shall not be required to work with unsafe equipment, nor where proper safeguards are not provided, nor under conditions which are injurious to health when the employer has any control over such conditions. Employees failing to comply with the Occupational Health & Safety Act are subject to dismissal.
- 7.03 Employees are required to report any unsafe work conditions or unsafe equipment used to perform their jobs which they determine is hazardous to working conditions and report such observations to a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent.
- 7.04 (a) Each Contractor shall have a Safety Committee comprising of Shop Steward, Foreman and Site Superintendent. This Committee shall investigate such unsafe conditions as reported to them. The Committee shall study the reports made and determine what, if any, unsafe conditions exist and will recommend changes to remedy any unsafe working conditions.
- (b) All safety meetings shall be conducted according to the provisions and requirements of existing or future provincial legislation. Safety meetings will be held once a week at break time. This break time will be extended for Five (5) minutes in order to conduct said meetings.
- 7.05 Safety hats (liners when required) must be worn by all employees on the job site at all times; same to be supplied by the employer, cost to be deducted from employee's pay if not returned upon termination.
- 7.06 Sanitary facilities and fresh drinking water with ice yearly and paper cups will be provided by the employer.
- 7.07 Fresh drinking water, tool sheds, and lunch rooms shall normally be maintained by the Craft using same except where other general arrangements have been made for a site.
- 7.08 Adequate quarters, heated and ventilated by window or by louver, when necessary shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches and tables and be kept clean and no tools or equipment shall be stored in said quarters while employees are on the job.

- 7.09 Climatic protective clothing is to be supplied to the employees by the employer in accordance with the specifications of the applicable Craft Schedule.
- 7.10 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.
- 7.11 If an employee is injured while working on a premium rate of pay, the prevailing provincial legislation shall apply.
- 7.12 There will be no termination of an employee on compensation unless he so requests or there is a lay-off of his trade until thirty-five (35) days after the employee's accidental injury.
- 7.13 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination; if not, cost to be deducted from the employee's pay, reasonable wear and tear accepted.
- 7.14 Employees shall be provided with a proper and adequate place of shelter, complete with heating facilities. The shelter shall have proper heating, lighting, ventilation and shall be lockable. Hand cleaner and paper towels shall be supplied in reasonable quantities. The employer agrees to normally provide the above facility before construction work commences on the project.
- 7.15 The Parties agree to observe the applicable provincial legislation or Workman's Compensation.
- 7.16 There shall be discussion with representatives of the Cape Breton Island Building Trades Council regarding the operation of any camp facilities provided.

ARTICLE 8A - PAY PERIODS

- 8A.01 Employees shall be paid by cheque during the regular working hours on Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. Employees shall be paid in a sealed envelope. Pay may be made by way of direct deposit provided pay stubs (including a full statement of hours worked, Pension & benefit and all contributions) are issued to employees on Thursday.
- 8A.02 There shall be a clear statement of all earnings and deductions on each employees' payroll slip. All employers shall include a full statement of employer contributions on the wage stub. Council agreed to have direct deposit, providing a clear statement of earnings, deductions and contributions including year to date totals excluding non-payroll contributions would be given to the employees weekly, if paid direct deposit or by cheque, on the job on Thursday each week. If Thursday or Friday is a holiday, the clear statement of earnings, deductions and contributions will be distributed on Wednesday.
- 8A.03 Where no work is provided on pay day prior to the commencement of the regular starting time, all employees entitled to reporting pay shall receive their regular pay cheques prior to 11:00 a.m. Failing issuance of such cheques by 11:00 a.m., the employer shall pay all such employees an additional one (1) hours pay at the regular straight time rate.
- 8A.04 Where no work is provided at the commencement of the second half of the shift on the regular pay day and the employees have not received their regular pay cheque prior to 1:00 p.m., all such employees shall receive an additional one (1) hours pay at the regular straight time rate.
- 8A.05 The employer agrees to issue with each pay (cash or cheque) or postmarked no later than Friday of the same week, either on the cheque or on a separate statement, information including the name of the employer, the name of the employee, period the pay covers, rate of pay, hours worked, regular or overtime, all additions and deductions, gross and net pay.
- 8A.06 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.
- 8A.07 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 8A.08 When cheques are not distributed on Thursday in accordance with this Article, the employees shall be allowed one-half (½) hour (paid) off to cash cheque on Friday. Should the employee not be paid until Monday of the following week, the employee shall receive one (1) days pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Monday through Friday.
- 8A.09 The employees' work week shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

8A.10 If working a four (4) by ten (10) hour day work week, a clear statement of earnings and deductions is to be given to the employee by afternoon break on Wednesday, if direct deposit is used.

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

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

ARTICLE 8B - WAGES

8B.01 The regular hourly rates of pay for each classification of workmen shall be in accordance with the rates contained in the appended Craft Schedule of his trade and which apply to his classification. These Craft Schedules are attached hereto and are hereby made part of this Collective Agreement.

8B.02 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, any employer contribution shall be added to the hourly rate and become part of the wages paid.

**ARTICLE 8C - EMPLOYER CONTRIBUTIONS & DEDUCTIONS AND
EMPLOYEE DEDUCTIONS**

8C.01 Employers signatory to this Agreement shall remit monthly the contributions and deductions in accordance with the Benefit/Welfare/Pension and other Fund contributions and deductions set forth in the Trade Appendices. In addition, employers will remit the amount set forth in Article 8D - Consolidated Fund. The employer may remit these contributions and deductions by way of a bank transfer rather than by way of cheque.

ARTICLE 8D – THE CONSOLIDATED FUND

8D.01 The parties agree to a Consolidated Fund as follows:

8D.02 During the term of this Collective Agreement, before the fifteenth (15th) day of each and every month during the said term, each employer shall supply and file such information as may reasonably be required by the Administrator, designated by the parties to be the Administrator, and included in such information for each single trade shall be the name of each employee, the Social Insurance Number of each employee and a schedule of total man hours paid during the previous calendar month by Union members in its employ together with a cheque in the amount as set forth in 8D.04 of this Article.

8D.03 The Consolidated Fund will be administered by a person designated as Administrator by the Cape Breton Island Building and Construction Trades Council and the employer contribution to this Consolidated Fund will be forwarded to the Administrator along with other identifying information requested by the Administrator to:

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

8D.04 (a) Each employer bound by this Collective Agreement agrees to contribute to the Consolidated Fund, for each hour paid:

	<u>Effective August 18, 2011</u>	<u>Effective July 1, 2012</u>	<u>Effective July 1, 2013</u>
Cape Breton Island Building Trades Council	\$0.18	\$0.18	\$0.18
Council Wide Stabilization Fund	<u>\$0.40</u>	<u>\$0.50</u>	\$0.50
Nova Scotia Construction Sector Council	<u>\$0.03</u>	\$0.03	\$0.03
Techsploration	<u>\$0.02</u>	\$0.02	\$0.02
TOTAL CONTRIBUTION FOR EACH HOUR PAID	<u>\$0.63</u>	<u>\$0.73</u>	\$0.73

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

- (c) Each employer must forward to the Administrator, along with the Consolidated Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade (ie.: Carpenters hours, Electricians hours, etc.).

8D.05 The Consolidated Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement.

8D.06 The parties hereto agree that either party pursuant to the Collective Agreement establishing the Consolidated Fund, shall have the authority to utilize the arbitration procedure set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this clause, is hereby expressly conferred jurisdiction to deal with the awarding contributions, damages and all related costs.

8D.07 No grievance instituted by either party pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions of timelines.

8D.08 In the event any one of the funds in Article 8D.04 (a) are wound up the following subdivision shall apply:

1. Cape Breton Island Building Trades Council portion of the Consolidated Fund shall be reduced by eighteen cents (\$0.18) per hour paid and shall be added to the wage package.
2. Council Wide Stabilization Fund portion of the Consolidated Fund shall be reduced by forty cents (\$0.40) per hour paid, of which twenty cents (\$0.20) shall be added to the wage package, and effective July 1, 2012, shall be reduced by fifty cents (\$0.50) per hour paid, of which twenty-five cents (\$0.25) shall be added to the wage package.
3. Nova Scotia Construction Sector Council portion of the Consolidated Fund shall be reduced by three cents (\$0.03) per hour paid and shall be added to the wage package.
4. The Techsploration portion of the Consolidated Fund shall be reduced by two cents (\$0.02) per hour paid and shall be added to the wage package.

8D.09 Council Wide Stabilization Fund

The employer shall remit forty cents (\$0.40) per hour for each hour paid per employee and effective July 1, 2012, shall remit fifty cents (\$0.50) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This amount is made up of equal contributions from the employer and the employee, and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

8D.10 Nova Scotia Construction Sector Council

The employer shall remit three cents (\$0.03) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This three cents (\$0.03) is a contribution from the employee and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

8D.11 Techsploration Fund

The employer shall remit two cents (\$0.02) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This two cents (\$0.02) is a contribution from the employee and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

8D.11 Techsploration Fund

The employer shall remit two cents (\$0.02) per hour for each hour paid per employee as part of the Consolidated Fund to:

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

This two cents (\$0.02) is a contribution from the employee and the wage rates printed in the appendices of this Collective Agreement have been adjusted to reflect that fact.

ARTICLE 8E – INDUSTRY IMPROVEMENT FUND

8E.01 All employers must contribute each month to the Industry Improvement Fund a total sum equal sixteen cents (\$0.16) 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 Industry Improvement Fund and forwarded to the Administrator at the following address on or before the fifteenth (15th) day of the following month:

260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

Remittance forms for this fund are available at www.nscra.ca or by phone at 902-468-2283.

ARTICLE 8F - DELINQUENT PAYMENTS

8F.01 Timely payment of wages and contributions to all trust funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

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

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

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

ARTICLE 8G - VACATION ALLOWANCE

8G.01 A vacation allowance of nine percent (9%) of gross earnings shall be paid to each workman. Payment of such vacation allowance shall be made weekly or in accordance with the Trade Appendix.

8G.02 The employer and employee shall mutually agree upon the time the employee shall take his vacation.

ARTICLE 9A - FOREMAN

9A.01 When a foreman is appointed by the employer to supervise a crew of ten (10) or more employees, he or she will be paid a minimum premium of seven percent (7%) of base rate and holiday and vacation allowance.

ARTICLE 9B – GENERAL FOREMAN

9B.01 When a general foreman is appointed by the employer and/or as required by the collective agreement, he or she will be paid a minimum premium of fifteen percent (15%) of base rate and holiday and vacation allowance.

ARTICLE 10A - NORMAL HOURS OF WORK

10A.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.

10A.02 The employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. The employer can change from one (1) such schedule to the other, subject to the limitation that it will give the Union at least seven (7) calendar days' notice of such change.

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

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

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

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

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

10A.03Lunch Period:

Lunch break shall be one-half (½) hour as scheduled and taken within one (1) hour of the mid-point of the normal hours of work. The lunch period will be measured from ceasing labour to commencement of labour and will be taken at a time mutually agreed by the Parties hereto.

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

10A.04Rest Period:

During each normal work day, Saturdays, Sundays, and shift work, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed. When working a four (4) day, ten (10) hour schedule, the rest period will be fifteen (15) minutes each.

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

Rest period will be measured from ceasing work to commencement of labour and will be taken at a time determined by the employer.

10A.05The Union may agree that employees on a site who have missed time during the normal scheduled hours of work, Monday through Friday, may work extra hours including Saturdays at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 10B - SHIFT WORK

10B.01A In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least three (3) consecutive work days, excluding Saturday, Sunday and designated holidays (the above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours). If three (3) consecutive work days are not worked, then the Article on overtime will apply.

10B.01B When the Contractor schedules a work week of four (4) ten (10) hour shifts on days, and an evening shift is scheduled, it must also be four (4) ten (10) hour shifts between Monday and Thursday.

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

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

10B.02 Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

10B.03 Where employees are receiving a shift differential and who work overtime hours on such shift, they shall continue to receive the shift differential for all such overtime hours but such differential shall not be included in the calculation of overtime.

10B.04 The employer shall allow a rest period of ten (10) minutes, once at the mid-way point of the first half of the regular scheduled shift and once at the mid-way point of the second half of the regular scheduled shifts.

ARTICLE 10C - OVERTIME

10C.01 All time worked in excess of the normal working hours Monday through Friday, shall be paid for at double (2x) the base rate set forth in the Craft Schedule of the workman's Union.

10C.02 All work performed on Saturday, Sunday or on a holiday which is not a paid holiday, shall be paid for at double (2x) the regular straight time rate of pay.

10C.03 All work performed on a designated holiday shall be paid for at double (2x) the regular straight time hourly rate of pay for the time worked plus pay for the holiday if qualified.

10C.04 When required to work over two (2) hours overtime beyond the regular eight (8) hours, adequate meals will be supplied by the Company concerned. Meals will be supplied after each further four (4) hours overtime period. Such overtime meals shall be eaten on Company time and are not to exceed one-half (½) hour duration per meal period. Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate for the one-half (½) hour lunch time and shall be given reasonable time to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

10C.05 Where meals cannot be provided, then employees who are required to work more than two (2) hours overtime shall receive a meal allowance as follows: *twenty-five dollars (\$25.00)*, and a regular rest period. The meal allowance shall also apply to employees provided with camp accommodations (room and board).

ARTICLE 10D - REPORTING TIME

10D.01 Any employee, after being hired and reporting for work at the regular reporting time and for whom no work is provided, shall receive pay for two (2) hours at the regular rate of wages. Any employee who reports for work and for whom work is provided shall receive pay for the actual time worked, but not less than two (2) hours at the regular rate of wages, unless he has been notified before leaving his home not to report. Reporting time shall be at straight time rate, Monday to Friday, inclusive.

10D.02 Any employee requested to work on a Saturday, Sunday or holiday who reports at the scheduled starting time and for whom no work is provided shall receive pay for two (2) hours at the regular straight time rate of pay. In order to qualify, he shall remain on the job and be available for work for one (1) hour. If he commences work or is requested to stay beyond one (1) hour, he shall receive four (4) hours pay at double (2x) the straight time rate of pay. If more than four (4) hours are worked on that day he shall receive not less than eight (8) hours at double (2x) the regular straight time rate of pay.

10D.03 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the employer other than climatic conditions or when an employee leaves work of his own accord.

10D.04 In order to qualify for reporting time, an employee must remain on the job and be available for work during the period of such reporting time.

10D.05 When reporting for work and the employee is prevented from commencing work due to climatic conditions, he shall receive two (2) hours reporting time provided he remains on the job for the two (2) hours or is released by the employer.

10D.06 The employer shall determine when weather conditions on the job are such that men shall or shall not work.

ARTICLE 10E - CALL BACK TIME

- 10E.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable overtime rate but not less than two (2) hours.
- 10E.02 When employees are called out to work by Management on normal working days (Monday through Friday), Saturdays, Sundays, paid holidays and designated holidays and commence work regardless when called, Article 10D shall apply.
- 10E.03 Travel time and subsistence will apply if applicable.
- 10E.04 When employees qualify for reporting time (two (2) hours) in accordance with Article 10D, and are released by the employer and recalled by Management the same work day (7:00 a.m./5:00 p.m.) shall receive an additional six (6) hours (regardless of the number of hours worked that day) for a total of eight (8) hours at the basic rate of pay PLUS travel and subsistence allowance. The above shall also apply to shift work.

ARTICLE 10F - TERMINATION OF EMPLOYMENT

- 10F.01 Except in the cases of discharge for cause, the employer shall give the employee four (4) hours notice of lay-off or termination with pay. After the employee receives his notice he shall immediately proceed to return all Company-owned tools and equipment to the warehouse and obtain the necessary clearances, his final pay cheque and all monies owed and other association documentation.
- 10F.02 Notice of layoff shall be given to the employee at 12:00 noon and 4:30 p.m. Upon receiving notice, the employee shall be given four (4) additional hours pay at the straight time rate as a severance pay (ie. eight (8) hours pay for the morning and twelve (12) hours pay for the day).
- 10F.03 Employees who are laid off or discharged from the service of the employer shall receive their wages, all monies owed and Record of Employment or a copy of ROE Web e-Filing on termination if the payroll is made up on the project (jobsite), otherwise the employer shall mail the Record of Employment or a copy of ROE Web e-Filing and wages and all other monies owed within three (3) days, exclusive of Saturday, Sunday and designated holidays.
- 10F.04 Should the employer fail to comply with the provision, the employee shall receive eight (8) hours pay at his regular rate for each two (2) working days he is kept waiting.
- 10F.05 An employee may be dismissed for just cause on authority of the employer or his authorized representatives on the job. The Union and the employee shall be advised promptly by the employer of cause for such dismissal in writing.

ARTICLE 10G - HOLIDAYS

(a) *Paid Holidays:*

10G.01 The paid holidays shall be as defined in the attached trade appendices.

10G.02 In order to qualify for payment of paid holidays, the workmen shall have been on the payroll for the week of such paid holiday and have worked the last available work day before and the first available work day following such paid holiday.

10G.03 If an employee is terminated within the previous seven (7) calendar days prior to the contract holiday, he shall be paid for the contract holiday providing he has been employed by the employer for a minimum of ten (10) working days.

10G.04 Paid holidays shall be payable at:

- a) eight (8) hours on five (5) eight (8) hour days; and
- b) ten (10) hours on four (4) ten (10) hour days.

10G.05 The employer agrees that any employee producing a Doctor's certificate for sickness for the scheduled working day before and the scheduled working day after the holiday will receive the regular rate of pay for all designated holidays which have been agreed upon as paid holidays.

(b) *Designated Holidays:*

10G.06 All hours worked on Saturday, Sundays and on the following designated holidays shall be paid at double (2x) the normal hourly rate of pay.

10G.07 New Year's Day, Good Friday, Heritage Day (if proclaimed), Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and Canada Day. If the Federal or Provincial Government declares a new Statutory Holiday, it shall be observed as an unpaid holiday.

10G.08 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

CALENDAR YEAR 2011	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Labour Day	Monday September 5, 2011	Same
Thanksgiving Day	Monday October 10, 2011	Same
Remembrance Day	Friday November 11, 2011	Same
Christmas Day	Sunday December 25, 2011	Monday December 26, 2011
Boxing Day	Monday December 26, 2011	Tuesday December 27, 2011
CALENDAR YEAR 2012	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2012	Monday January 2, 2012
Good Friday	Friday April 6, 2012	Same
Victoria Day	Monday May 21, 2012	Same
Canada Day	Sunday July 1, 2012	Monday July 2, 2012
Labour Day	Monday September 3, 2012	Same
Thanksgiving Day	Monday October 8, 2012	Same
Remembrance Day	Sunday November 11, 2012	Monday November 12, 2012
Christmas Day	Tuesday December 25, 2012	Same
Boxing Day	Wednesday December 26, 2012	Same
CALENDAR YEAR 2013	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Tuesday January 1, 2013	Same
Good Friday	Friday March 29, 2013	Same
Victoria Day	Monday May 20, 2013	Same
Canada Day	Monday July 1, 2013	Same
Labour Day	Monday September 2, 2013	Same
Thanksgiving Day	Monday October 14, 2013	Same
Remembrance Day	Monday November 11, 2013	Same
Christmas Day	Wednesday December 25, 2013	Same
Boxing Day	Thursday December 26, 2013	Same
CALENDAR YEAR 2014	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Wednesday January 1, 2014	Same
Good Friday	Friday April 18, 2014	Same
Victoria Day	Monday May 19, 2014	Same

10G.09 When the Employer has scheduled a four (4) day ten (10) hour work week and the Holiday falls on Friday, then the Holiday shall be observed on Thursday, as follows:

<u>WHEN EMPLOYEE WORKS FIVE (5) EIGHT (8) HOUR SHIFTS:</u>	
<u>Paid holiday falls on Thursday</u>	<ul style="list-style-type: none"> • <u>Thursday is a paid day off at eight (8) hours.</u> • <u>Additionally, if worked, employee paid at double time.</u>
<u>Paid holiday falls on Friday</u>	<ul style="list-style-type: none"> • <u>Friday is a paid day off at eight (8) hours.</u> • <u>Additionally, if worked, employee paid at double time.</u>
<u>Unpaid holiday falls on Thursday</u>	<ul style="list-style-type: none"> • <u>Thursday is an unpaid day off (32 hours that week).</u> • <u>Or a day worked at double time.</u>
<u>Unpaid holidays falls on Friday</u>	<ul style="list-style-type: none"> • <u>Friday is an unpaid day off (32 hours that week).</u> • <u>Or a day worked at double time.</u>
<u>WHEN EMPLOYEE WORKS FOUR (4) TEN (10) HOUR SHIFTS:</u>	
<u>Paid holiday falls on Thursday</u>	<ul style="list-style-type: none"> • <u>Thursday is a paid day off at eight (8) hours.</u> • <u>Additionally, if worked, employee paid at double time.</u>
<u>Paid holiday falls on Friday</u>	<ul style="list-style-type: none"> • <u>Thursday is a paid day off at eight (8) hours.</u> • <u>Additionally, if worked, employee paid at double time.</u>
<u>Unpaid holiday falls on Thursday</u>	<ul style="list-style-type: none"> • <u>Thursday is an unpaid day off (30 hours that week).</u> • <u>Or a day worked at double time.</u>
<u>Unpaid holidays falls on Friday</u>	<ul style="list-style-type: none"> • <u>Thursday is an unpaid day off (30 hours that week).</u> • <u>Or a day worked at double time.</u>

ARTICLE 11A - SUBSISTENCE

11A.01 There shall be a free zone of forty (40) road kilometres for employees around the job site. Travel and subsistence will not apply when travelling and working within this free zone.

11A.02 Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a job site free zone as set out in Article 11A.01 up to a maximum of sixty-four (64) kilometres from the free zone.

Transportation mileage allowance rates will be paid two (2) ways as follows:

Fifty-two cents (\$0.52) per kilometre

Mileage measurements shall be based on the shortest normally travelled route.

This figure shall be adjusted as per CRA figures for the life of this agreement. Mileage measurements shall be based on the shortest normally travelled route.

11A.03 In lieu of mileage allowance set out in Article 11A.02, an employee who has a permanent place of residence more than sixty-four (64) kilometres beyond the free zone shall receive the sum of the following, as subsistence allowance,

	<u>August 18, 2011</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
5 x 8	<u>\$95.00</u>	<u>\$100.00</u>	<u>\$105.00</u>
4 x 10	<u>\$118.75</u>	<u>\$125.00</u>	<u>\$131.25</u>

Or, if a camp is provided, be given the opportunity to take up residence in camp at no cost to the employee for room and board. All employees who take up residence in camp agree to strictly abide by camp regulations which are now or may hereafter be posted.

11A.04 Subsistence allowance or room and board in the camp, whichever is applicable, will not be deducted from an employee's pay due to waiting time, inclement weather or a designated holiday. When an employee fails to report for work when work is available on the working day immediately preceding or following such bad weather days or designated holidays he shall forfeit subsistence allowance or room and board in the camp, whichever is applicable, for absenteeism on any working days. Forfeiture of subsistence allowance or room and board in the camp, whichever is applicable, may be waived in either case if the reason for such absenteeism is acceptable to the employer.

11A.05 An employee requesting permission from Management to leave the site for personal reasons prior to the usual quitting time, such permission should not be unreasonably withheld and applicable subsistence or daily travel shall apply for that day.

11A.06 It is the intent of the Parties that all benefits payable under this Article should be taxed in compliance with the relevant income tax legislation. The employer shall make the appropriate income tax forms (currently TD4 Forms) available on site.

ARTICLE 11B - TRAVELLING TIME AND TRANSPORTATION

11B.01 When an employee is instructed by the employer to report to a job location which necessitates transportation and travelling time he shall receive economy airline and/or other public transportation fare or the equivalent, plus meals when necessary. In each instance the employee will be compensated at his single hourly rate not exceeding eight (8) hours for such travelling time in any twenty-four (24) hour period.

11B.02 For permanent residents of Cape Breton Island, any employee whose permanent residence is more than ninety-seven (97) kilometres from the job site will receive two (2) hours at the straight time rate of pay plus bus rate, as outlined below in Paragraphs (1), (2), (3) and (4).

1. Any employee, after having been instructed by the employer to report for work, shall qualify for travelling time and travel expenses one (1) way, from the point of origin to the job, on the completion of thirty (30) calendar days employment.
2. An employee after having been instructed by the employer to report to work shall be entitled to return travel expenses and travel time to the point of origin on the completion of ninety (90) calendar days employment.
3. An employee shall be entitled to travelling time and expenses from the point of origin to the job site and/or the 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.
4. If his employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and travelling time to and/or from the job he shall not be entitled to receive the cost of such travel expenses and travelling time.

ARTICLE 11C - HEIGHT PAY

11C.01 Height pay shall be dealt with in accordance with the Trade Appendices. In all instances height shall be defined as "free fall to point of impact."

ARTICLE 12 - GRIEVANCE & ARBITRATION

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

ARTICLE 13 - JURISDICTIONAL DISPUTES

13.01 A mark-up will be held with each Contractor not later than the commencement of the Contractor's work on all Industrial plants or projects and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the National Joint Board Building Trades Department, A.F.L. & C.I.O., or its successor. The work assignment shall not be completed until a meeting on site has been convened with all Parties involved and until a subsequent meeting (not later than 24 hours) has taken place, at which the Contractor shall present the work assignment on paper to all Parties. The employer shall make available detailed drawings of the work in dispute, subject to any written restrictions the Owner may have.

13.02 In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board or its successor for resolution, which shall be binding on the Parties. It is understood and agreed, however, that if the dispute causes any delay in the progress of work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 51 of the Trade Union Act, Chapter 475, R.S.N.S., 1989 amended.

13.03 In the event of other employers securing contracts normally performed by the Cape Breton Island Building Trades Council member Unions and/or the employer or Union that are not signatory to this Agreement, it shall be the responsibility of the project owner or their consultant/management, etc. to ensure that written instructions to comply with this Article forms part of their contract in order to avoid jurisdictional controversies with other crafts signatory to this Agreement.

The CLRA or the Council shall be entitled to call a joint meeting to clarify the above.

ARTICLE 14 - SUB-CONTRACTS

- 14.01 The employer agrees that it will not sub-contract work to any Contractor who is not under the Collective Agreement with the appropriate signatory Building Trades Council Union(s) excluding speciality contracts not normally performed by the above Trades Council Union(s).
- 14.02 **The above Article shall be for the duration of this Agreement only and shall be terminated by either party if so desired at the next negotiations.**

Correction #1 – August 18, 2011

ARTICLE 15 - DISCIPLINE

15.01 The procedure in disciplining an employee, regardless of the amount of time on the project, shall be:

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

Alcoholism and Drug Addiction:

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

15.03 Once an employee is dismissed for just cause, an employer may choose to not re-hire that employee for a period of up to six months. A general contractor may specify that an employee dismissed for just cause will not be eligible for work on a site controlled by that general contractor for a period of up to six months.

15.04 No cell phones/Blackberries/smartphones/etc. will 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: one hundred dollars (\$100.00) to be deducted from the next paycheque and paid into the Council Wide Stabilization Fund;
- 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 16 - BONDING

16.01 The Parties agree that, where the trustees of a Pension and/or Welfare and/or Training Fund have determined that there is a pattern of defaulting on contributions to such fund or funds on the part of employers who have not been party to a Collective Agreement with the Union or Unions for a period of one (1) year, then, upon the recommendation of the trustees, the Union or Unions may decline to supply employees to any employer who has not been a party to a Collective Agreement with the Local Union or Unions until the employer provides a security for a period of one (1) year in the amount of fifty thousand dollars (\$50,000.00).

This security may be used by the trustees, in the event of a default of payment by the said employer of Pension and/or Welfare and/or Training Funds as set out in this Collective Agreement, and applied to mitigate said default. The fifty thousand dollar (\$50,000.00) security shall be returned by the Union to the employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the employer along with accumulated interest, where the employer has not defaulted in any payments required for the Funds referred to herein, within the one (1) year period.

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

ARTICLE 17 - OLDER WORKERS

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

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

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

ARTICLE 18 - TOOLS

- 18.01 If requested by the employer prior to commencement of employment, each employee who is required to supply tools of his trade as a condition of his employment shall have prepared a certified listing of all the tools supplied by him as duly evidenced by the employer. The employee shall report any additions and/or deletions to such listing as tools are brought on or removed from the site.
- 18.02 In the event any or all of the employee's said tools are destroyed or stolen at the site through no fault or negligence of the employee (but due to circumstances within the control of the employer), the employer shall reimburse the employee for the value of such tools providing that the employee reported his loss to the employer immediately upon being made aware of such loss and upon the submission of reasonable substantiating proof of loss and, where applicable, upon the recommendation of an insurance claims adjuster.
- 18.03 Tools and/or equipment issued to the employee must be returned to the employer on termination.

ARTICLE 19 - WELDING TEST

- 19.01 Whenever a welding test is required by the employer it is agreed that the employee, while taking such test shall be in the employ of the particular employer who requires the test.
- 19.02 Welding gloves and safety glasses shall be supplied by the employer.

ARTICLE 20 - DURATION

- 20.01 This Agreement shall become effective on August 18, 2011 and shall remain or continue in effect until the 30th day of June, 2014. Should either party desire to change, amend, or terminate this Agreement after that date, the party concerned agrees to give the other party not less than sixty (60) days notice in writing prior to the termination date of this Agreement. In the event no such notice is given in time by either party, this Agreement shall remain in effect from year to year.

ARTICLE 21 - SIGNATORIES

21.01 This Collective Agreement shall become effective as of August 18, 2011.

IN WITNESS WHEREOF the Parties have executed this Collective Agreement at Sydney, Nova Scotia, on this 13th day of October, 2011.

SIGNATORIES FOR AND ON BEHALF OF THE EMPLOYERS:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

DAVE MACKENNA

CALUM MACLEOD

DARYL BAXENDALE

ALLAN STAPLETON

SIGNATORIES FOR AND ON BEHALF OF THE UNIONS:

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

JAMES MOORE

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

GORDON JACOBS

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

BRIAN TOBIN

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

ALYRE MALLEY

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

JOHN WILSON

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

DOUGLAS SERROUL

ANTHONY PARSONS

MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178

IAN MACISAAC

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721

KEVIN MACDONALD

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

WILFRED JARVIS

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

CLIFF MURPHY

ERNIE DALTON

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 56

JACK WALL

GERALD PHILLIPPO

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL UNION 927**

**THE CAPE BRETON ISLAND BUILDING AND CONSTRUCTION TRADES
COUNCIL:**

CLIFF MURPHY

DOUGLAS SERROUL

**SCHEDULE “A” – RESOLVING DISPUTES BETWEEN UNIONS & EMPLOYERS -
TRIBUNALS**

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

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

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

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

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

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

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

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

SCHEDULE “B” – WIND MILLS AND WIND MILL FARMS

Within sixty (60) days of signing, a committee will be formed to discuss the scope of work for wind mill sand wind mill farms.