

**INSULATORS – MAINLAND NOVA SCOTIA
A COLLECTIVE LABOUR AGREEMENT
2018 - 2021**

BETWEEN:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS B3B 1V9

Phone: (902) 468-2283

Fax: (902) 468-3705

- and -

**INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS
AND ALLIED WORKERS, LOCAL UNION 116, A.F.L., C.L.C., C.I.**

(hereinafter referred to as the "Union")

110 Chain Lake Drive, Unit 3-J

Halifax, Nova Scotia, B3S 1A9

Phone: (902) 450-5605

Fax: (902) 450-5613

THIS AGREEMENT dated at Dartmouth, this 24th day of August, 2018.

EFFECTIVE DATE: July 5, 2018

EXPIRATION: April 30, 2021

02506(12)

INDEX

ARTICLE NO.	PAGE NO.
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - NO STRIKE - NO LOCKOUT	1
ARTICLE 4 - DISCRIMINATION.....	2
ARTICLE 5 - UNION SECURITY	2
ARTICLE 6 - STEWARDS.....	3
ARTICLE 7 - ACCESS TO THE JOB SITE.....	4
ARTICLE 8 - MANAGEMENT RIGHTS	4
ARTICLE 9 - DISCIPLINE	5
ARTICLE 10 - NORMAL HOURS OF WORK	7
ARTICLE 11 - SHIFT WORK.....	8
ARTICLE 12 - REPORTING TIME.....	9
ARTICLE 13 - CALL BACK TIME.....	10
ARTICLE 14 - OVERTIME	10
ARTICLE 15 - VACATION AND HOLIDAY ALLOWANCE	11
ARTICLE 16 - DESIGNATED HOLIDAYS.....	12
ARTICLE 17 - TRAVEL	13
ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAYOFF.....	15
ARTICLE 19 - WAGES.....	16
ARTICLE 20 - EMPLOYER CONTRIBUTIONS.....	16
ARTICLE 20A - BENEFIT PLAN CONTRIBUTIONS	17
ARTICLE 21 - BENEFIT PLAN	19
ARTICLE 22 – INSULATORS TRAINING, RECREATION AND BUILDING TRADES FUND	20
ARTICLE 23 – CLRA INDUSTRY IMPROVEMENT FUND.....	21
ARTICLE 24 - SKILLS FUND.....	22
ARTICLE 25 - PAY PERIOD.....	23
ARTICLE 26 - SAFETY AND HEALTH AND TRAINING.....	24
ARTICLE 27 - JURISDICTIONAL DISPUTES	26
ARTICLE 28 – GRIEVANCE AND ARBITRATION.....	26
ARTICLE 29 - FOREMAN PREMIUM & CHAIN OF COMMAND	27
ARTICLE 30 - APPRENTICESHIP	28
ARTICLE 31 - CLEAN UP, TOOLS AND EQUIPMENT	31
ARTICLE 32 - APPLICATION OF HANDLING	32
ARTICLE 33 - HEIGHT PAY	32
ARTICLE 34 - TERM OF AGREEMENT	33

INDEX

ARTICLE NO.	PAGE NO.
ARTICLE 35 - SIGNATORIES	33
APPENDIX "A" – WAGE RATES.....	34
APPENDIX "B" – MAJOR INDUSTRIAL PROJECTS	35
APPENDIX "C" – MAINLAND INSULATORS LOCAL 116 ASBESTOS ABATEMENT.....	37
APPENDIX "D" – SMALL COMMERCIAL RESIDENTIAL PROJECTS	38
SCHEDULE "T" - ENABLING PROCEDURES	41
SCHEDULE "T" - ENABLING TERMS AND CONDITIONS.....	42
INSULATOR LOCAL 116 – JOB TARGETING APPLICATION FORM	43
INSULATORS TRADE CLASSIFICATION	44

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.

ARTICLE 2 - RECOGNITION

- 2.01 The employer and the CLRA recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement.
- 2.02 The Union recognizes the CLRA as the sole collective bargaining agent with respect to the trade for its members designated herein and other contractor employers covered by Accreditation Order No. L.R.B. No. 392C, dated January 29, 1976.
- 2.03 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; permanent employees; or classifications above the rank of foreman; persons transporting materials, equipment or supplies from a point of origin outside the site to a destination inside the site or from a point or origin inside the site to a destination outside the site.
- 2.04 The Union agrees that priority in supply of employees will be given to employers who are bound by and to the terms and conditions as set out in this Agreement.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

- 3.01 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 work of the employer or any employer for the duration of this Agreement.
- 3.02 The employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail within this Agreement.
- 4.02 The parties agree that there will be no discrimination against any person because of sex, race, creed, colour, nationality, ancestry, place of origin, marital status, or age.
- 4.03 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

ARTICLE 5 - UNION SECURITY

- 5.01 On all jobs on Mainland Nova Scotia the employer can name hire his work force from the unemployed list maintained by the union. The union will supply a referral slip within forty eight (48) hours. If, after a period of forty eight (48) hours excluding Saturdays, Sundays and holidays as contained herein, the union is unable to supply the quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere.
- 5.02 The employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices' classification.
- 5.03 Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the appropriate Union, before commencing work on the job of the names of the workmen to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of his work.
- 5.04 The employer agrees that it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
- 5.05 The employer agrees to have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement.
- 5.06 The employer agrees to deduct weekly the amount certified by the Union as Dues.

- 5.07 Should the employee be newly joining the Union, the employer agrees, when authorized by the employee on the proper form, to make deductions for the Initiation Fee in the amount certified by the Union.
- 5.08 The amounts so deducted shall be remitted by the employer to the Union at the address on file within the 10th day of the month following, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.
- 5.09 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 of assignment furnished under any of such provisions.
- 5.10 The employer agrees that employees employed within categories covered by terms of this Collective Agreement shall be required, as a condition of continued employment, to become and remain a member of the appropriate Union within thirty (30) days after the date of hiring or the date of signing of this Agreement.

ARTICLE 6 - STEWARDS

- 6.01 The Business Agent or Business Manager may appoint Job/Shop Stewards as may be mutually agreed upon between the employer and the Union, only after the fourth (4th) man on site. Prior to the appointment of the Steward, the Business Agent will advise the employer of his selection. Failing agreement between the Union and the employer on the appointment of a Steward, the employer shall give the reason(s) in writing, and the matter can be referred to Arbitration for resolution. The Steward of the 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 employer's representative on the job 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.
- 6.02 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.

- 6.03 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.
- 6.04 It is agreed that Steward shall be second last Mechanic/Journeyman on a project. The Steward shall have the right to first refusal on all overtime when practicable.

ARTICLE 7 - ACCESS TO THE JOB SITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Representatives must request access from the employer's representative on the job prior to entering the work area. The employer is not to be held responsible if access is refused by the owner.
- 7.03 Conduct on the job site will be subject to the general regulations of the employer.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, transfer, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient 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.

ARTICLE 9 - DISCIPLINE

- 9.01 For offenses other than intoxication, insubordination, theft, false reporting of time, physical altercation or wilful destruction of property, and illegal work stoppage/slowdown, which shall be subject to immediate dismissal, the procedure shall be:
- (a) Warn the employee, in writing, of the offence. Warning notice to be signed by the employee's Foreman and Job Steward. Copy of warning notice mailed to the Union office.
 - (b) Any further offence calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week. Written notice of suspension mailed to the Union office.
 - (c) Any offence after suspension, employee to be terminated. Written notice of termination mailed to the Union office.
- 9.02 Site specific rules and regulations will be subject to the discipline scheme in Article 9.01 provided such rules have been posted and provided to the Union and the employee by the employer. Site specific safety violations may be cause for immediate dismissal at employer's discretion.
- 9.03 Possession, use, or trafficking of any intoxicants and/or non-medically prescribed narcotics or drugs while on the site may result in immediate dismissal at employer's discretion. An employee dismissed under Article 9.03 will not be eligible for rehire until satisfactory evidence of rehabilitation is presented.
- 9.04 An employee who is dismissed for theft, false reporting of time, physical violence, gross insubordination or illegal work stoppage will not be eligible for rehire.
- 9.05 Employees discharged shall be advised by the employer of the cause of dismissal.
- 9.06 The employer will notify the Union in writing of all disciplinary action taken against any employee subject to this Agreement.
- 9.07 All employees must provide the employee's actual residence in a form satisfactory to the employer. Any abuse or misrepresentation by the employee in supplying this information may be subject to dismissal and the employee may not be eligible for rehire. In addition, the employer may receive address information from the Union.
- 9.08 An employee shall not be forced to cross a picket line.

- 9.09 Upon the determination by (an employer) that an employee is incompetent and/or otherwise not qualified to perform work in a work-like manner in the trade for which the employee has been hired and upon corroboration from the Steward and Supervision on site, the employer shall without prejudice be entitled to terminate the employee's employment and refer him back to the union.
- 9.10 Any employee who quits ~~their his/her~~ employment with an employer shall not be eligible for rehire by another employer on the project until a period of thirty (30) calendar days has elapsed since the date ~~they he~~ quit, except where rehire is mutually agreed by the employer and the Union.
- 9.11 Use of cell phones/Blackberries/smartphones/etc. will not be permitted by employees onsite, except as explicitly authorized by the employer. Violations of this article shall be subject to the Article 9.01 disciplinary procedure.

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

ARTICLE 10 - NORMAL HOURS OF WORK

- 10.01 The regular working week shall consist of forty (40) hours of work as follows:
- 10.02A Eight (8) hours per normal work day, Monday to Friday inclusive, scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- 10.02B If at the end of the normal work day a project requires a relatively short amount of time to be completed, the employee may be required to work up to two (2) hours at straight time to complete the task up to a maximum of forty (40) hours per week.
- 10.03 **Lunch Period:**
Lunch break at the option of the employer, shall be one half (1/2) hour or one (1) 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 determined by the employer.
- 10.04 **Rest Period:**
During each normal work day, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed.
- one (1) rest period at the mid-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 work and will be taken at a time determined by the employer.
- 10.05 If agreed prior to the start of the project by Employer and Union, a five (5) by eight (8) hour work week may be substituted with a four (4) by ten (10) hour work week Monday – Thursday or Tuesday – Friday. Should a Designated Holiday (Article 16) fall within the agreed workweek, it shall be observed as per the Collective Agreement and may not be made up within the week at straight time rates.

An owner or 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.

ARTICLE 11 - SHIFT WORK

- 11.01 Shift work may be performed at the option of the employer.
- 11.02 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 week days, excluding Saturday, Sunday and designated holidays.
- 11.03 When more than one (1) shift is in operation, hourly rated employees employed on the second shift and/or those employed on the third shift shall be paid a shift differential.
- 11.03A For projects falling under the major industrial definition – when an afternoon or night shift is worked, it shall attract a 15% premium regardless of whether or not an earlier shift has been worked during the day.
- 11.04 When it is necessary to work two (2) or more shifts or work within the twenty-four (24) hours, work performed between the hours of 5:00 p.m. and 8:00 a.m. shall be paid at a 15% premium per hour for eight (8) hours work.
- 11.05 Employees who work in excess of eight (8) hours on shift shall be paid according to Article 14 - Overtime.
- 11.06 Employees working shifts are entitled to a lunch period, in accordance with Article 10.03, or dependent on the nature of the hours being worked, and rest periods in accordance with Article 10.04.
- 11.07 When, due to an owner's requirements, work must be scheduled outside the normal hours of work, there shall be no premium paid on the first (1st) shift. If, however, an owner requires Insulators to work (outside normal hours of work) when the other trades are offsite, then shift premium shall apply.
- 11.08 When shift work is instituted in mid-week, and the affected employee will be required to miss a working shift, the employee shall be compensated for regular scheduled hours missed to a maximum of forty (40) hours per week.

ARTICLE 12 - REPORTING TIME

- 12.01 Any employee, who has provided his current address and telephone number in writing to his employer, and who reports to work at the designated job site, at his scheduled starting time, not having been previously notified not to report, shall receive pay for two (2) hours at his applicable rate of wages, one (1) hour pay for inclement weather.
- 12.02 To qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.03 Reporting time shall not be payable when:
- (i) Strike conditions or a work stoppage that effects the normal operation of the job in progress, or is threatened.
 - (ii) Any other condition arises which is beyond the direct control of the employer.
 - (iii) An employee leaves work on his own accord.
 - (iv) An employee refuses to carry out the work available.
- 12.04 An employee who commences work shall receive not less than four (4) hours pay and if more than four (4) hours are worked in any day he shall receive not less than one (1) full day's pay. The foregoing provisions shall apply to Saturdays, Sundays and designated holidays at double (2x) the straight time rate of pay.
- 12.05 Reporting time shall not be payable to employees who are being paid a Board Allowance on a job. On such jobs, the Foreman shall, whenever it is reasonably possible, supply a telephone number where he can be reached to give information about whether, weather conditions, will permit work to go ahead.

ARTICLE 13 - CALL BACK TIME

- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job site, and is called back to work by the employer, and who is required to work outside his regular working hours, shall be paid at his applicable overtime rate, but not less than two (2) hours.
- 13.02 When an employee is called out to work by the employer on Saturday, Sunday or a designated holiday, and he commences work, regardless of when called, Article 12 shall apply.
- 13.03 Travel time if applicable will be paid.

ARTICLE 14 - OVERTIME

- 14.01 All hours worked up to two (2) hours per day in excess of the normal hours of work (Article 10), Monday through Friday, shall be paid at the rate of one and a half times (1-1/2x) the regular straight time rate of wages of the employee.
- 14.02 All hours worked on Saturday and Sunday, and all hours in excess of two (2) hours per day beyond the normal hours of work Monday through Friday, shall be paid at two times (2x) the regular straight time rate of wages of the employee.
- 14.03 All hours worked on a Designated Holiday as set forth in Article 16 shall be paid at the rate of two times (2x) the regular straight time rate of wages of the employee.
- 14.04 When required to work over two (2) hours overtime beyond the regular eight (8) hours, providing employee has not been given twenty-four (24) hours notice of such overtime, meals shall be provided by employer. For every further four (4) hours of overtime actually worked a meal shall be provided. Where adequate meals cannot be provided an allowance of a Meal Allowance as per the table that is at the end of this Article per meal shall be included in next regular pay. There shall be a ten (10) minute break every two (2) hours, excluding meal break.

Meal Allowance

July 5, 2018.....twenty-five dollars (\$25.00)

- 14.05 Overtime work shall be offered to union members employed on the job site before the employer may offer it to any other bargaining unit employees employed with the employer.

ARTICLE 15 - VACATION AND HOLIDAY ALLOWANCE

- 15.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays at nine percent (9%) of the total hourly wages.
- 15.02 Payment of the allowance shall be calculated and paid weekly as follows based on straight time rate of pay:

Vacation & Holiday Pay		
Effective Date	Major Industrial	All Other Work
<u>July 5, 2018</u>	<u>\$3.51</u>	<u>\$3.27</u>
<u>May 1, 2019</u>	<u>\$3.55</u>	<u>\$3.31</u>
<u>May 1, 2020</u>	<u>\$3.58</u>	<u>\$3.34</u>

Such amounts shall be shown on the weekly pay cheque and tax shall be deducted weekly.

- 15.03 Annual vacation will be taken at a time mutually agreed between the employer and the employee.

ARTICLE 16 - DESIGNATED HOLIDAYS

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

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

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.

Should new statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

- 16.02 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 14.03, for all hours worked at the request of the employer.

ARTICLE 17 - TRAVEL

- 17.01 There shall be a free zone for travel within forty-five (45) road kilometres of the intersection of highways 101 and 102. No travel will be paid until an employee has travelled a distance of over forty-five (45) kilometres from the employee's principal place of residence to the job site by the shortest available Department of Transportation maintained normally travelled route.

Members traveling to the Halifax free zone from more than 165 road kilometres shall be paid the daily board allowance set out in Article 17.09.

- 17.02 Employees who use their own vehicle at employer's request shall be reimbursed at the applicable mileage rate to and from job, plus expenses (such as bridge tolls and parking). Employees shall not be compelled to use their own vehicle for the transportation of tools or materials belonging to the employer. There shall be no mileage payable for employees travelling in a company vehicle.

- 17.03 For daily travel outside the free zone, employees shall be reimbursed at applicable mileage rate from the outer limit of free zone to job site, return daily, up to applicable board allowance. Board Allowance is payable if employee travels one hundred and ten (110) kilometres, one way, including free zone.

- 17.04 Employees shall be on job at beginning of shift and work a full scheduled day.

- 17.05 On jobs with board allowance, mileage at applicable rates shall be reimbursed for initial trip and return trip unless travelling in a company vehicle.

- 17.06 If the job is located outside 240 road kilometres of the employees permanent place of residence and if such job lasts for more than three (3) months, the employee will be reimbursed mileage every three months for weekend leave, unless previous authorization is received from the employer for a longer period of time.

- 17.07 Where the work assignment is for less than a week the employee shall be reimbursed for costs of all meals and sleeping accommodation upon receipt of satisfactory receipts and shall be reimbursed for travel time at the regular rate of pay if he is travelling on his own time, not to exceed eight (8) hours for each day travelling. When one (1) man is sent out of town, the employer will pay reasonable expenses for meals and accommodations upon production of receipts, regardless of duration.

17.08 Mileage allowance shall be paid to employees entitled at the following rate:

Mileage Allowance

.....fifty-five cents (\$0.55) per kilometre

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

17.09 Board allowance shall be paid to employees entitled at the following rate:

Board Allowance

July 5, 2018.....\$126.00 per day scheduled

May 1, 2019\$127.00 per day scheduled

May 1, 2020\$129.00 per day scheduled

When work is available, and the employee elects not to go to work, then that employee shall not qualify for Board Allowance.

17.10 Reimbursed shall mean included in the next regular pay.

17.11 It is the intent of the parties that all benefits payable under this Article should be in compliance with the requirements of the appropriate income tax legislation. The employer shall make the appropriate forms available onsite.

ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAYOFF

- 18.01 Should it be necessary to reduce the working force on a job or project the employer shall lay off or terminate their employment in the following sequence:
- (1) Those employees who have not yet applied to join the Union.
 - (2) Those employees who have made an application to join the Union.
 - (3) The travel card members (members or sister International Locals).
 - (4) Members of Local 116 will be last for lay off or termination.
- 18.02 It is agreed that the employer has the right to transfer members of Local 116 from job to job.
- 18.03 Employees shall only be laid off at the mid-point or at the end of their scheduled work period on the day of layoff, and each shall receive one (1) hours pay at his regular rate of pay. Mid-point shall be considered lunch break.
- 18.04 Employees who are laid off shall receive their accumulated wages and Record of Employment or copy of ROE Web e-Filing at time of layoff if the payroll is processed at the job site. Otherwise, the employer shall send the wages and ROE or copy of ROE Web e-Filing to the employee at the address he provides within three (3) days, exclusive of Saturday, Sunday and designated holidays.
- 18.05 Employees who are discharged, or who quit, shall receive their accumulated wages and Record of Employment or copy of ROE Web e-Filing on the regular pay day for the pay period in which the discharge or quit takes place, either by picking them up at the place designated by the employer; or the employer shall send the wages and ROE or copy of ROE Web e-Filing to the former employee on the regular pay day, at the address he has provided.
- 18.06 Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates, and an additional sum equivalent to eight (8) hours pay at straight time for every two (2) additional days delinquency. The employee so affected must make a reasonable effort to promptly contact the employer before being entitled to take the benefit of this Article.

ARTICLE 19 - WAGES

19.01 **MECHANICS** – For regular hours of work:

Mechanics		
Effective Date	Wage Rate Major Industrial	Wage Rate All Other Work
<u>July 5, 2018</u>	<u>\$39.04</u>	<u>\$36.38</u>
<u>May 1, 2019</u>	<u>\$39.40</u>	<u>\$36.74</u>
<u>May 1, 2020</u>	<u>\$39.77</u>	<u>\$37.11</u>

ARTICLE 20 - EMPLOYER CONTRIBUTIONS

20.01 Employers signatory to this Agreement shall remit monthly to the Administrator of Records before the tenth (10th) day of the month following, the sum equal to the following:

Employer Contributions	
Pension	Benefit
\$6.00	\$2.30

20.02 Such remittance shall be made on forms provided and payable to Benefit Plan Administrators Limited “In Trust” at the following address:

Benefit Plan Administrators Limited

Suite 216, Tower 1
7001 Mumford Road
Halifax, NS B3L 4N9
Phone: (902) 455-7277
Fax: (902) 454-5936

20.03 Employers signatory to this Agreement shall remit monthly, as per Article 22 - Insulators Training, Recreation and Building Trades Fund, the sum of forty-seven cents (\$0.47) per hour worked to the Administrator of Records before the tenth (10th) day of the month following at the following address:

The Administrator

International Association of Heat & Frost Insulators & Allied Workers Local 116
110 Chain Lake Drive Unit 3-J
Halifax, NS B3S 1A9

20.04 Remittances to the CLRA Industry Improvement Fund in the amount of eighteen cents (\$0.18) per hour worked will be on the form provided, indicating the specific fund breakdown and sent to:

The Administrator
260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9

ARTICLE 20A - BENEFIT PLAN CONTRIBUTIONS

- 20A.01 The parties agree that the Declaration of Trust Establishing the Local 116 Heat & Frost and Allied Workers Benefit Plant Trust and the Local 116 Heat & Frost Insulators and Allied Workers Pension Trust Fund is an integral part of this agreement and forms part of this Agreement, and any employer may, upon request, receive copies of the Declaration of Trust from the Union.
- 20A.02 The parties recognize and agree that timely contribution benefits under the Benefit Plan Trust and Pension Trust are requirements of this collective Agreement and the parties will not tolerate late payments of monies, such payments to be made in accordance with Article 20.01.
- 20A.03 Either party to the Collective Agreement may enforce the provisions of either trust Agreement and the provisions of this Collective Agreement through the grievance provisions of the Trade Union Act and either party is specifically authorized to act on behalf of the Trustees of the Trust Funds for the purpose of enforcing the provisions of the Trusts only as they relate to the collection of delinquencies.
- 20A.04 When an employer fails to remit contributions in accordance with Article 20.01, either party, in accordance with this Collective Agreement and the aforementioned Trust Agreements, may file a grievance in accordance with the Trade Union Act to collect the delinquency. Should either party be required to collect delinquency, and even if the delinquent employer pays the contributions prior to arbitration, the delinquent employer shall be required to pay a 20% administration fee to the trustees for the collection of the delinquency. The aforementioned 20% administration fee will be in lieu of all costs, legal fees, and sheriff fees and other administrative costs incurred by either party of the Trustees in the collection of said amount. Any arbitrator appointed to take jurisdiction over these matters should in any award provide the aforementioned 20% administration fee.

- 20A.05 (A) The Union, in its absolute discretion may require any new employer or employer newly signed as a party to the Collective Agreement to provide a bond to the Trustees in the amount of \$10,000 in a form satisfactory to the Trustee or the parties, and the bond shall be used as a security against any failure by any new employer to remit contributions under this Article. After 12 consecutive months of compliance with the provisions of this Article, the Trustees or the parties shall relinquish the bond to the Employer.
- (B) In the event that an employer is delinquent and the Trustees or the parties hereto have to initiate collection actions against the employer, the Union, in its absolute discretion, may require a bond in a form satisfactory to the Union, such bond to be made payable to the Trustees, in the amount of \$10,000. This bond shall be in place until such time as the employer maintains 12 consecutive months of timely remittances, such timely remittance in accordance with this Article.
- (C) If an employer who has been placed on a bond is delinquent within the aforementioned 12 months, the bond shall be increased to \$15,000 and the employer shall be required to maintain that bond at the \$15,000 level for a period of 24 consecutive months, and the bond shall only be released if the employer has met his obligations under Article 20.01 and provided his contributions in a timely fashion of the aforementioned 24 consecutive months.
- (D) If an employer is delinquent or late with respect to payment of contributions in the aforementioned 24-month period, the Union or the Trustees may, in their discretion, require a bond of \$20,000. The employer shall be required to maintain that bond at the \$20,000 level for a period of 24 consecutive months, and the bond shall only be released if the employer has met his obligations under Article 20.01 and provided his contributions in a timely fashion for the aforementioned 24 consecutive months.
- 20A.06 If the Trustees or the parties to this Agreement are ever required to utilize the bond to pay for contributions which ought to have been remitted by the employer, the employer shall forthwith, and not later than five working days after receipt of notice, remit monies or additional bond to pay for the delinquency and the monies necessary to reach the level of the new bond.
- 20A.07 The cost of any bonding shall be borne by the employer.
- 20A.08 The Union or the Trustees shall have the right to determine the nature and form of the bond in their discretion.

ARTICLE 21 - BENEFIT PLAN

The parties hereto agree on a Benefit Plan as follows:

- 21.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto. Management Trustees shall be active in the contracting aspect of the trade, with a company that employs members of Local 116 and is bound to both Accreditation Orders.
- 21.02 The employer shall make contributions as set out in Article 20.01 per hour for each hour paid.
- 21.03 The Benefit Plan shall be professionally administered.
- 21.04 Each employer shall sign a participation agreement as approved by the Trustees.
- 21.05 It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by the Local, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- 21.06 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.

ARTICLE 22 – INSULATORS TRAINING, RECREATION AND BUILDING TRADES FUND

22.01 All employers must contribute and remit each month, by the tenth (10th) day of the following month, to the Insulators Training, Recreation and Building Trades Fund, the amount indicated in the appropriate table of Appendix “A” and “B” for each hour worked in that month by any employee covered by this Agreement and a completed remittance form provided to the employer by the Administrator.

This contribution shall be made payable to the "Insulators Training, Recreation and Building Trades Fund" and remitted to the following address:

The Administrator

International Association of Heat & Frost Insulators & Allied Workers Local 116
110 Chain Lake Drive Unit 3-J
Halifax, NS B3S 1A9

22.02 This remittance of forty-seven cents (\$0.47) shall be distributed as follows: Ten cents (\$0.10) per hour of this fund shall be remitted to a Recreation Fund and twenty-five cents (\$0.25) per hour of this fund shall be remitted to a Training Fund, to be administered by the Union. Twelve cents (\$0.12) per hour of this fund shall be remitted by the Administrator to the Mainland Nova Scotia Building Trades Council. In the event that this fund is wound up, these amounts shall be returned to the wage package.

22.03 The parties hereto agree that either party, pursuant to the Agreement establishing the Insulators Training, Recreation and Building Trades shall have the authority to utilize the arbitration procedures 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 of contributions, damages and all related costs.

22.04 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Insulators Training, Recreation and Building Trades Fund.

22.05 It is agreed that Insulators 116 retains the exclusive right to allocate and/or reallocate wages to the various benefit trust funds and any other union funds designated in the current collective agreement. Insulators 116 shall give at least thirty (30) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wages between designated union funds.

22.06 The parties agree that this Fund is a term or condition of employment of employees covered by this Collective Agreement.

ARTICLE 23 – CLRA INDUSTRY IMPROVEMENT FUND

- 23.01 All employers must contribute each month to the CLRA Industry Improvement Fund a total sum equal to eighteen cents (\$0.18) for each hour worked in that month to any employee covered by this Agreement.

This will be paid by cheque made out in favour of the CLRA Industry Improvement Fund and forwarded to the Administrator at the following address on or before the tenth (10th) day of the following month:

The Administrator
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.

- 23.02 Of this fund, four cents (\$0.04) per hour shall be remitted to Techsploration - two cents (\$0.02) is an employer contribution and two cents (\$0.02) is an employee contribution. In the event that Techsploration is wound up, the two cents (\$0.02) employee contribution shall be added to the wage package.
- 23.03 It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund, provided that the union receives thirty (30) days notice of such change.

ARTICLE 24 - SKILLS FUND

24.01 It is agreed that the parties shall continue a Skills Training Fund. The employer shall remit fifty-four cents (\$0.54) per hour worked to:

International Association of Heat & Frost Insulators & Allied Workers
Local 116
110 Chain Lake Drive Unit 3-J
Halifax, NS B3S 1A9

Fifty-four cents (\$0.54) remitted is a combination of twenty-seven cents (\$0.27) employer and twenty-seven cents (\$0.27) employee.

The wage package has been adjusted to reflect the twenty-seven cents (\$0.27) employee contribution, therefore in the event Skills Fund is adjusted or discontinued the adjusted amount would be returned to the employee's wage package.

ARTICLE 25 - PAY PERIOD

- 25.01 Employees shall be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a holiday, pay will be distributed on Wednesday. If paid by cash, pay will be distributed no later than Friday. Pay period for all employees shall end not sooner than Friday of the week.
- 25.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope, cheque or direct deposit slip. If mutually agreed by employer and employee, this information may be distributed electronically.
- 25.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 25.04 When cheques are not distributed on Thursday in accordance with this Article and the employee is not paid by Monday of the following week, the employee shall receive one (1) day's pay at the basic hourly rate for each working day until the day the cheque is paid, commencing on previous Friday. The employee so affected must make a reasonable effort to promptly contact the employer before being entitled to take the benefit of this Article.
- 25.05 Wages may be paid by direct deposit if the employer so desires at the employee's choice of bank. Employees must provide the appropriate banking information when so requested.

It is agreed that employees shall not unreasonably designate different banks from week to week.

ARTICLE 26 - SAFETY AND HEALTH AND TRAINING

- 26.01 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.
- 26.02 Employees shall not be required to work with unsafe equipment and conditions.
- 26.03 Safety hats must be worn by all employees on the job site at all times.
- 26.04 Adequate toilet facilities and potable drinking water (year round) and paper cups will be provided by the employer.
- 26.05 Potable 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.
- 26.06 Adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches, tables, be lockable, kept clean and no tools or equipment, or hazardous materials shall be stored in said quarters while men are on the job.
- 26.07 Rainwear is to be supplied to the employees by the employer as required with all clothing remaining the property of the employer.
- 26.08 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if the injury occurs during the second half of the shift.
- 26.09 It is agreed that should extenuating circumstances arise over a particular incident the Union may apply to the employer for special consideration.

26.10 Training

The Union will provide recognized training for the following courses at no cost to the employer:

- WHMIS
- Fall Arrest
- First Aid (as required)
- Confined Space (as required)
- Lift Training (as required)
- Pulmonary Testing (as required)
- Fit Testing (as required)

The union shall also pay 50% of the costs of Better Supervision courses.

Any employee without a valid certificate for such of the above named courses as may be required for a given site or job shall not be eligible for referral to that site or job. The employer must inform the union of the required courses.

- 26.11 When safety training is required employees will be paid the straight time rates for the actual duration of the course up to a maximum of eight (8) hours a day by the employer. For courses that require “refreshers”, the union will pay for the original course once only. (i.e. when a member fails to attend a “refresher” course and must re-take the original course, the member is responsible for his/her own course costs.)

ARTICLE 27 - JURISDICTIONAL DISPUTES

- 27.01 A mark-up meeting will be held with each contractor not later than the commencement of the contractor's work on all 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. 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 twenty-four (24) hours) has taken place, at which the contractor shall present the work assignment on paper to all parties.
- 27.02 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 for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the 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 50 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

ARTICLE 28 – GRIEVANCE AND ARBITRATION

- 28.01 The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.
- 28.02 Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.
- 28.03 The decision of the Arbitrator is to be complied with within fifteen (15) days of receipt of the parties.

ARTICLE 29 - FOREMAN PREMIUM & CHAIN OF COMMAND

29.01 When there are two (2) or more Insulators on-site, an Insulator shall be required to take direction only from his own Foreman. When there are less than two (2) Insulators on-site, any Insulator shall take direction from the employer’s designated representative on-site.

29.02 Foreman Premiums shall be as follows:

When supervising 1 – 10 men.....\$2.70 per hour

When supervising 11 or more men\$4.24 per hour

However, where the foreman has successfully completed the B.S.V. (Better Supervision) course, the premium shall be:

When supervising 4 – 10 men.....\$4.84 per hour

When supervising 11 or more men\$6.05 per hour

ARTICLE 30 - APPRENTICESHIP

- 30.01 Apprentices: For regular hours of work:
 1st Year (1st 1000 hours).....45% of Mechanic’s Rate
 1st Year (2nd 1000 hours).....52% of Mechanic’s Rate
 2nd Year68% of Mechanic’s Rate
 3rd Year.....76% of Mechanic’s Rate
 4th Year.....86% of Mechanic’s Rate

30.02 **RATIO**

The ratio of mechanics to apprentices shall be as follows per job. It is understood the employer may employ more mechanics to apprentices than outlined below at his discretion.

One (1) of the first two (2) Apprentices must be beyond first year level, provided such an Apprentice is available.

Mechanic - Apprentice	Mechanic - Apprentice	Mechanic – Apprentice
1 – 0	5 – 2	9 – 4
1 – 1	6 – 2	10 – 4
2 – 1	6 – 3	10 – 5
3 – 1	7 – 3	11 – 5
4 – 1	8 – 3	12 – 5
4 – 2	8 – 4	etc.

Employer agrees to hire apprentices from out-of-work list regardless of apprenticeship level.

30.03 APPRENTICESHIP PERIOD

An employee shall be an apprentice until he has worked 8,000 hours (including classroom hours) at the trade based upon 2,000 per year for four (4) years. At the end of 8,000 working hours (based on 2,000 per year) apprentice period, the employee shall be eligible to present himself before an examination board comprised of employer and Union personnel for the purpose of obtaining his competency card as an Insulator Mechanic.

When an approved programme is instituted, the parties will jointly meet to determine which courses/modules/skills must be satisfied before an Apprentice may advance from one year to the next in the Apprenticeship.

All new members must register with the Province of Nova Scotia as an apprentice and attend an apprenticeship course before the apprentice may advance from one year to the next, unless such course is unavailable. If an apprentice fails to register or attend the next available course, their wage shall not be increased until they have attended the next course following. The Union will notify employers of such restrictions. Apprenticeship being cancelled with the Province will result in Union membership being cancelled. When an employee's Union membership has been cancelled, the employer shall immediately terminate the employee.

- 30.04 An apprentice attending school under the terms and conditions of their apprenticeship shall be called back after attending school, as long as work is still available.

30.05 TOOLS AND EQUIPMENT

Each employee shall equip himself with a complete set of tools suitable to his profession that will be his own property and these tools shall be as near as possible to tools listed:

	3rd, 4th Mechanic	2nd Year	1st Year
1 Knife	✓	✓	✓
1 Pointer Trowel, 5" or 6"	✓	✓	✓
1 Square Trowel, 4 ½" or 11"	✓		
1 Pruning Saw	✓	✓	✓
1 Keyhole Saw	✓	✓	
2 Tapes (Metric & Imperial)	✓	✓	✓
1 – 8" Scissors	✓	✓	✓
1 – 12" Tinsnips	✓		
1 Pair of 7" or 8" Nippers	✓	✓	✓
1 set of Allen Keys	✓	✓	✓
Springs or Rubber Bands	✓		
1 Scratch Awl	✓		
1 Screwdriver Set	✓		
1 Leather or Canvas Tools Pouch or Carryall	✓	✓	✓
1 Canvas Apron	✓	✓	✓
1 Tool Box	✓	✓	✓
2 Metalmaster (M1, M2 as required)	✓	✓	
1 set of ½ Banding Gear including jacks and sealers (Jaws of sealer and jacks to be replaced by employer as required)	✓	✓	
1 Utility Drill (Cordless minimum 12v)	✓		
1 Set Pop Rivet Pliers	✓	✓	

30.06 New employees being hired in the trade for the first time shall be required to supply the necessary tools as per above after the employee receives the first pay cheque.

30.07 All employees shall have in their possession on job site tools as listed which shall be kept in his locked tool box. In the event of forced entry into employers on site storage employees shall be reimbursed for cost of stolen tools. All employee tools shall be listed with employer on employees first day on the job.

ARTICLE 31 - CLEAN UP, TOOLS AND EQUIPMENT

31.01 The employees shall be furnished with tools on all foam glass jobs or compensation shall be paid by the employer to replace worn tools from operations on foam glass jobs.

31.02 The employer shall make available safety approved respirators and safety glasses as required, same to remain the property of the employer. Employees shall be responsible for such equipment, reasonable wear and tear accepted, and cost to be deducted from the employee's wage if not returned.

The employer shall provide gloves (on a sign-out basis) on all jobs, where the employee is working on the metal mesh or other metal. The employer shall provide approved hard hats and gloves (on a sign-out basis) on Major Industrial Projects.

31.03 All employees shall be allowed ten (10) minutes before the end of their work day to clean up and also pick up tools and equipment belonging to himself and the employer and he shall remain until the end of the shift.

31.04 The employer will replace coveralls and gloves ruined on jobs on which excessive amounts of mastic or adhesives are used. Coveralls shall be replaced when approved by employer and providing ruined items are turned over to employer's representative on the job site.

ARTICLE 32 - APPLICATION OF HANDLING

- 32.01 This Agreement covers the rates of pay, rules and working conditions of all mechanics and improvers engaged in the fabrication, assembling, moulding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of heat or frost insulation such as magnesia, asbestos, hair felt, wool felt, cork, mineral wool, infusorial earth, mercerized silk, flax fibre, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibreglass, foamglass, styrofoam, polyurethane, polystyrene or other materials used in the craft or substitutes for these materials, or engaged in any labour connected with the handling or distributing of insulating materials on job premises; also the application of pipe and boiler coverings, insulation of hot surfaces, ducts, flues, etc.; also the covering of cold piping and circular tanks connected with the same; and all other work included in the trade jurisdiction claims of the Union.
- 32.02 It is agreed, however, that such coverage is limited to thermal insulation, excluding house building.
- 32.03 This includes alterations and repair of work similar to the above and the use of all materials for the purpose mentioned.

ARTICLE 33 - HEIGHT PAY

- 33.01 Height pay shall be payable at a premium of 35¢ per hour for employees working on swing stage only at heights of over 50'.
- 33.02 Employees with up to date Rope Access Training shall receive a premium of three dollars (\$3.00) per hour when engaged in Rope Access work.

ARTICLE 34 - TERM OF AGREEMENT

34.01 The terms of this Agreement shall remain in force from the 5th day of July, 2018 to the 30th day of April, 2021. Should either party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days notice in writing prior to the termination of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30th, 2021, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.

Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Labour Standards Code of the Province of Nova Scotia.

ARTICLE 35 - SIGNATORIES

35.01 Signed on behalf of the Parties to this Agreement, this 24th day of August, 2018.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**THE INTERNATIONAL
ASSOCIATION OF HEAT & FROST
INSULATORS & ALLIED
WORKERS, LOCAL UNION 116,
A.F.L., C.L.C., C.I.**

MICHAEL MACDONALD

MATTHEW BENSON

ROBERT SHEPHERD

ANGELA GALLANT
WITNESS

APPENDIX “A” – WAGE RATES

WAGE RATES FOR ALL WORK OTHER THAN MAJOR INDUSTRIAL (APPENDIX “B”)

JOURNEYMAN								
Effective Date	Hourly Rate	V & H (9%)	Benefit	Training, Rec & Bldg Trades	Total Package	IIF	Skills Fund	Total
<u>July 5, 2018</u>	<u>\$36.38</u>	<u>\$3.27</u>	\$8.30	\$0.47	<u>\$48.42</u>	\$0.18	\$0.54	<u>\$49.14</u>
<u>May 1, 2019</u>	<u>\$36.74</u>	<u>\$3.31</u>	\$8.30	\$0.47	<u>\$48.82</u>	\$0.18	\$0.54	<u>\$49.54</u>
<u>May 1, 2020</u>	<u>\$37.11</u>	<u>\$3.34</u>	\$8.30	\$0.47	<u>\$49.22</u>	\$0.18	\$0.54	<u>\$49.94</u>

APPRENTICES								
Hours	Hourly Rate	V & H (9%)	Benefit	Training, Rec & Bldg Trades	Total Package	IIF	Skills Fund	Total
Effective Date: <u>July 5, 2018</u>								
0 - 1000 hours	<u>\$19.56</u>	<u>\$1.76</u>	\$0.00	\$0.47	<u>\$21.79</u>	\$0.18	\$0.54	<u>\$22.51</u>
1000 - 2000 hours	<u>\$20.56</u>	<u>\$1.85</u>	\$2.30	\$0.47	<u>\$25.18</u>	\$0.18	\$0.54	<u>\$25.90</u>
2000 - 4000 hours	<u>\$22.17</u>	<u>\$1.99</u>	\$8.30	\$0.47	<u>\$32.93</u>	\$0.18	\$0.54	<u>\$33.65</u>
4000 - 6000 hours	<u>\$25.72</u>	<u>\$2.31</u>	\$8.30	\$0.47	<u>\$36.80</u>	\$0.18	\$0.54	<u>\$37.52</u>
6000 - 8000 hours	<u>\$30.16</u>	<u>\$2.71</u>	\$8.30	\$0.47	<u>\$41.64</u>	\$0.18	\$0.54	<u>\$42.36</u>
Effective Date: <u>May 1, 2019</u>								
0 - 1000 hours	<u>\$19.72</u>	<u>\$1.78</u>	\$0.00	\$0.47	<u>\$21.97</u>	\$0.18	\$0.54	<u>\$22.69</u>
1000 - 2000 hours	<u>\$20.75</u>	<u>\$1.87</u>	\$2.30	\$0.47	<u>\$25.39</u>	\$0.18	\$0.54	<u>\$26.11</u>
2000 - 4000 hours	<u>\$22.41</u>	<u>\$2.02</u>	\$8.30	\$0.47	<u>\$33.20</u>	\$0.18	\$0.54	<u>\$33.92</u>
4000 - 6000 hours	<u>\$25.99</u>	<u>\$2.34</u>	\$8.30	\$0.47	<u>\$37.10</u>	\$0.18	\$0.54	<u>\$37.82</u>
6000 - 8000 hours	<u>\$30.48</u>	<u>\$2.74</u>	\$8.30	\$0.47	<u>\$41.99</u>	\$0.18	\$0.54	<u>\$42.71</u>
Effective Date: <u>May 1, 2020</u>								
0 - 1000 hours	<u>\$19.89</u>	<u>\$1.79</u>	\$0.00	\$0.47	<u>\$22.15</u>	\$0.18	\$0.54	<u>\$22.87</u>
1000 - 2000 hours	<u>\$20.94</u>	<u>\$1.88</u>	\$2.30	\$0.47	<u>\$25.59</u>	\$0.18	\$0.54	<u>\$26.31</u>
2000 - 4000 hours	<u>\$22.66</u>	<u>\$2.04</u>	\$8.30	\$0.47	<u>\$33.47</u>	\$0.18	\$0.54	<u>\$34.19</u>
4000 - 6000 hours	<u>\$26.28</u>	<u>\$2.36</u>	\$8.30	\$0.47	<u>\$37.41</u>	\$0.18	\$0.54	<u>\$38.13</u>
6000 - 8000 hours	<u>\$30.79</u>	<u>\$2.77</u>	\$8.30	\$0.47	<u>\$42.33</u>	\$0.18	\$0.54	<u>\$43.05</u>

It is agreed that any increase in the Employers' Benefit contribution made during the life of this contract will be financed out of a corresponding reduction in the Hourly Rate and Vacation and Holiday Allowance amounts as set out above. The package totals as set out above shall not be increased as a result of any increase in the Employers' Benefit Contributions.

APPENDIX "B" – MAJOR INDUSTRIAL PROJECTS

Major Industrial Projects shall be defined as a shutdown (as defined below) OR as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man hours and materials) in excess of fifty million dollars (\$50,000,000.00) total project value.

- | | |
|-----------------------------------|------------------------------------|
| - Pulp Mill | - Oil Refineries |
| - Oil Refineries | - Gas Refineries (LNG) |
| - Automobile Manufacturing Plants | - Rubber Plants (such as Michelin) |
| - Steel Mills | - Ore Reduction Plants |
| - Power Generating Projects | - Base Metal Producing Facilities |
| - Petro-Chemical Plans | |

SHUTDOWN IS:

Complete unit outage scheduled well in advance of the actual downtime (typically greater than 1 year) for the purpose of significant unit mechanical repair.

Major unit outage taken before the scheduled interval if the majority of the scheduled turnaround work is completed and the date of the next turnaround is reset.

SHUTDOWN IS NOT:

Schedule unit outages for cyclical or regulatory purposes.

Downtime of only part of a unit for maintenance work.

Downtime to place a unit back in service following an outage.

WAGE RATES FOR ALL MAJOR INDUSTRIAL WORK

JOURNEYMAN								
Effective Date	Hourly Rate	V & H (9%)	Benefit	Training, Rec & Bldg Trades	Total Package	IIF	Skills Fund	Total
<u>July 5, 2018</u>	<u>\$39.04</u>	<u>\$3.51</u>	\$8.30	\$0.47	<u>\$51.32</u>	\$0.18	\$0.54	<u>\$52.04</u>
<u>May 1, 2019</u>	<u>\$39.40</u>	<u>\$3.55</u>	\$8.30	\$0.47	<u>\$51.72</u>	\$0.18	\$0.54	<u>\$52.44</u>
<u>May 1, 2020</u>	<u>\$39.77</u>	<u>\$3.58</u>	\$8.30	\$0.47	<u>\$52.12</u>	\$0.18	\$0.54	<u>\$52.84</u>

APPRENTICES								
Hours	Hourly Rate	V & H (9%)	Benefit	Training, Rec & Bldg Trades	Total Package	IIF	Skills Fund	Total
Effective Date: <u>July 5, 2018</u>								
0 - 1000 hours	<u>\$20.75</u>	<u>\$1.87</u>	\$0.00	\$0.47	<u>\$23.09</u>	\$0.18	\$0.54	<u>\$23.81</u>
1000 - 2000 hours	<u>\$21.94</u>	<u>\$1.98</u>	\$2.30	\$0.47	<u>\$26.69</u>	\$0.18	\$0.54	<u>\$27.41</u>
2000 - 4000 hours	<u>\$23.97</u>	<u>\$2.16</u>	\$8.30	\$0.47	<u>\$34.90</u>	\$0.18	\$0.54	<u>\$35.62</u>
4000 - 6000 hours	<u>\$27.73</u>	<u>\$2.50</u>	\$8.30	\$0.47	<u>\$39.00</u>	\$0.18	\$0.54	<u>\$39.72</u>
6000 - 8000 hours	<u>\$32.45</u>	<u>\$2.92</u>	\$8.30	\$0.47	<u>\$44.14</u>	\$0.18	\$0.54	<u>\$44.86</u>
Effective Date: <u>May 1, 2019</u>								
0 - 1000 hours	<u>\$20.92</u>	<u>\$1.88</u>	\$0.00	\$0.47	<u>\$23.27</u>	\$0.18	\$0.54	<u>\$23.99</u>
1000 - 2000 hours	<u>\$22.13</u>	<u>\$1.99</u>	\$2.30	\$0.47	<u>\$26.89</u>	\$0.18	\$0.54	<u>\$27.61</u>
2000 - 4000 hours	<u>\$24.22</u>	<u>\$2.18</u>	\$8.30	\$0.47	<u>\$35.17</u>	\$0.18	\$0.54	<u>\$35.89</u>
4000 - 6000 hours	<u>\$28.02</u>	<u>\$2.52</u>	\$8.30	\$0.47	<u>\$39.31</u>	\$0.18	\$0.54	<u>\$40.03</u>
6000 - 8000 hours	<u>\$32.76</u>	<u>\$2.95</u>	\$8.30	\$0.47	<u>\$44.48</u>	\$0.18	\$0.54	<u>\$45.20</u>
Effective Date: <u>May 1, 2020</u>								
0 - 1000 hours	<u>\$21.08</u>	<u>\$1.90</u>	\$0.00	\$0.47	<u>\$23.45</u>	\$0.18	\$0.54	<u>\$24.17</u>
1000 - 2000 hours	<u>\$22.32</u>	<u>\$2.01</u>	\$2.30	\$0.47	<u>\$27.10</u>	\$0.18	\$0.54	<u>\$27.82</u>
2000 - 4000 hours	<u>\$24.47</u>	<u>\$2.20</u>	\$8.30	\$0.47	<u>\$35.44</u>	\$0.18	\$0.54	<u>\$36.16</u>
4000 - 6000 hours	<u>\$28.29</u>	<u>\$2.55</u>	\$8.30	\$0.47	<u>\$39.61</u>	\$0.18	\$0.54	<u>\$40.33</u>
6000 - 8000 hours	<u>\$33.07</u>	<u>\$2.98</u>	\$8.30	\$0.47	<u>\$44.82</u>	\$0.18	\$0.54	<u>\$45.54</u>

APPENDIX "C" – MAINLAND INSULATORS LOCAL 116 ASBESTOS ABATEMENT

Ratio: Four (4) Improvers to One (1) Mechanic.

- 1st Year Improvers who are members of Local 116 will have preference in manning the asbestos abatement jobs.
- New employees who are hired for asbestos abatement will not receive any contributions to the benefit and pension plan.
- The term and conditions of the collective agreement will apply to all members of Local 116.
- Employees hired for asbestos abatement will receive six percent (6%) vacation pay.

FIRE STOPPING

Ratio: The ratio for FIRE STOPPING will consist of four (4) Improvers to one (1) Mechanic.

- The employer will hire a fair ratio of Improvers in each year of the Improver's Classifications.

APPENDIX “D” – SMALL COMMERCIAL RESIDENTIAL PROJECTS

ARTICLE 1 – FORM OF AGREEMENT

- 1.01 This agreement between Heat & Frost Insulators Local 116 and Nova Scotia Construction Labour Relations Association shall be for Small Commercial Residential Projects (SCRIP).

ARTICLE 2 – PURPOSE

- 2.01 The focus of this agreement is to enable employers to be competitive in this sector and to increase market share.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.01 For the purpose of this agreement, “Small Commercial Residential Projects” shall include the construction, expansion, renovation or maintenance of residential homes, apartment buildings and condominium complexes where the total value of the insulation work on any such project, including all wages and benefits paid to workers, as well as the cost of materials, has a total value of less than three hundred thousand dollars (\$300,000). Applications for targeting may be made for jobs outside this range. Proof of the total value of the insulation work on a Small Commercial Residential Project shall be provided upon request.

ARTICLE 4 – RULES OF AGREEMENT

- 4.01 Any contractor working under the SCRIP agreement with less than three employees can work in the same capacity as a mechanic, on condition that he is a member of the Union in good standing.
- 4.02 New employees working under this agreement must become a member of Local 116 within ninety (90) working days and continue to be a member in good standing.
- 4.03 There shall be a ratio of one Mechanic to four Apprentices (1:4) until the expiry of this agreement on April 30, 2021. If no Mechanic is available, the Union agrees to dispatch the Apprentice with the highest level of experience (ex. 4th year). If no Apprentices are available, a Mechanic may work as an Apprentice for the purposes of this ratio at a 4th year Apprentice pay rate.

- 4.04 Hiring will be at the discretion of the employer from the unemployed list maintained by the Union. If, after a period of forty-eight (48) hours excluding Saturdays, Sundays and Holidays as contained herein, the union is unable to supply the quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere.
- 4.05 Room and board allowances are not applicable to this agreement, except at the Employer's discretion.
- 4.06 Any items not contained in this letter of agreement shall be as per the master agreement unless otherwise agreed to by both parties in writing.

ARTICLE 5 – WAGES

- 5.01 Wages shall be as listed in Appendix "A" of the Master Agreement.

ARTICLE 6 – HOURS OF WORK

- 6.01 The regular working week shall consist of forty-eight (48) hours of work as follows:
- (a) On Mondays through Thursdays, normal hours of work will be between the hours of 7:00 a.m. and 7:00 p.m., ten (10) hours per day.
 - (b) On Fridays, normal hours of work will be between the hours of 7:00 a.m. and 7:00 p.m., eight (8) hours per day.
- 6.02 Hours different than those contained herein may be worked on projects when agreed upon by Employer and Union, Monday to Saturday.

ARTICLE 7 – OVERTIME

- 7.01 All overtime Monday to Saturday, except designated holidays, will be paid at time and one-half (1½x) the straight time rate of pay.
- 7.02 Overtime for Sunday and designated holidays (as per the Master Agreement) will be paid at double time (2x) the straight time rate of pay.

ARTICLE 8 – TERM OF AGREEMENT

8.01 This agreement shall expire on April 30, 2021. This agreement can only be extended upon written consent to do so by both parties to the agreement. If this agreement is not extended, the main body of the Insulator Collective Agreement shall apply.

SIGNATORIES

FOR THE EMPLOYER

MICHAEL MACDONALD

ROBERT SHEPHERD

FOR THE UNION

MATTHEW BENSON

ANGELA GALLANT

WITNESS

SCHEDULE “T” - ENABLING PROCEDURES

The Insulators Local 116 Joint Industry Committee (I.J.I.C.) will be composed of four (4) members. (Two (2) nominated by the Trade Classification of the CLRA, Two (2) nominated by Local 116).

The I.J.I.C. shall oversee and review the Enabling Programme and may recommend to the Union and the CLRA means of improving the Enabling Programme.

The I.J.I.C must approve the procedures to be followed when an Application for Enabling is made.

The I.J.I.C. shall review and approve the range of options which the Business Manager may employ should he choose to grant Enabling, but it is agreed and understood that the Business Manager shall be free to grant or not to grant such options, to whatever degree and in whatever combination, as he sees fit, in relation to any specific request for Enabling.

1. No contractor or sub-contractor shall be entitled to targeted rates and/or conditions unless the contractor or sub-contractor makes direct application in writing a minimum of forty-eight (48) hours prior to the tender closing to the Insulators Union through the Nova Scotia Construction Labour Relations Association and such request will be forwarded to the Union. The Union may, however, waive the forty-eight (48) hour limit at its sole discretion.
2. The Union shall advise the CLRA by fax in writing whether it approves or rejects the targeting application. The CLRA will in turn advise all applicant contractors of approval or rejection, and if approved, the CLRA will advise the contractors as to the terms and conditions agreed upon by the Union for the specific project.
3. Contractors shall be provided with the terms and conditions agreed to by the Union for that specific project upon request.
4. The applicant contractor(s) shall provide a record of projected man hours on all targeted jobs to the Union. Upon the request of the Union, the contractors who are bidding jobs under this program shall supply the bid price to the Union after the job has been awarded.
5. It must be clearly understood any and all jobs targeted by the Union will be bid (with targeted terms and conditions) only to mechanical contractors who are signatory to their respective Building Trade Union. That is to say the purpose of this paragraph is to co-operate in the recovery and perpetuation of the unionized construction market. This paragraph may be waived by the Union under certain circumstances.
6. The applicant contractor(s) will co-operate in good faith with the Union, including allowing the Business Manager to examine tender documents (ie. specs. and drawings) if requested.

SCHEDULE “T” - ENABLING TERMS AND CONDITIONS

The application and interpretation of these Terms and Conditions shall be at the sole discretion of the Business Manager, Heat and Frost Insulators, Local 116. They may be applied individually or in combination. Once the Terms and Conditions are determined by the Union and submitted to the CLRA, they will remain in place for the duration of that particular project only. Other projects on the same job site will be treated as new projects. Enabling Terms and Conditions can include, but not necessarily be limited to, the following:

1. Use of men from the immediate area will be given preference on out of town jobs where travel or living allowance would normally be applicable, regardless of their position on the out-of-work list.
2. An adjustment of wage rates to be more competitive in certain geographical areas of the province and/or certain types of projects depending on the degree of threat from the non-Union element.
3. Voluntary use of make-up time (up to 40 hours) at straight time rates depending on type of job (not including Sunday and Designated Holidays).
4. Adjustment in ratio (mechanics to apprentices) depending on type of job.
5. Pension and welfare contributions will not be affected by Item 2 above, they will remain the same as on projects not targeted.
6. Enabling will not be considered after a job has closed.

INSULATORS TRADE CLASSIFICATION

- Aluma Systems Inc.
- G. & M. Insulation & Siding Limited
- Guildfords (2005) Inc.
- JB Insulators
- MacKinnon and Olding Ltd.
- Pro Insul Limited
- Zinck's Mechanical Insulation Limited