

**CAPE BRETON INDUSTRIAL PROJECTS
COLLECTIVE AGREEMENT
2002 - 2005**

- BETWEEN -

CONSTRUCTION MANAGEMENT BUREAU LIMITED
(hereinafter referred to as the "Bureau")

- 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 11th day of September, 2002.**

EFFECTIVE DATE: JULY 1, 2002

EXPIRATION DATE: JUNE 30, 2005

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BETWEEN:
CONSTRUCTION MANAGEMENT BUREAU LIMITED
(hereinafter referred to as the "Bureau")

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 -

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION 2, SYDNEY, 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 AND
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 & MACHINE ERECTORS
LOCAL UNION 1178, HALIFAX, NS**

- AND -

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

- AND -

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

AND –

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING,
STEAMFITTING AND PIPEFITTING INDUSTRY
OF THE 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

CONSTRUCTION MANAGEMENT BUREAU LIMITED:

260 Brownlow Avenue, Unit 1
Dartmouth, Nova Scotia
B3B 1V9

Name	Phone	Fax	Email (if applicable)
Mr. Hugh A.R. Simpson President	902-468-2283	902-468-3705	hsimpson@cmb.ns.ca
Mr. Greig Macleod Director, Labour Relations	902-468-2283	902-468-3705	gmacleod@cmb.ns.ca

SIGNATORY TRADE UNIONS - CAPE BRETON:

CAPE BRETON ISLAND BUILDING & CONSTRUCTION TRADES COUNCIL

238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

Name	Phone	Fax	Email (if applicable)
Mr. Cliff Murphy President	902-539-2661	902-539-4462	buildingtrades@ns.sympatico.ca

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION 2

P.O. Box 99
Sydney, Nova Scotia
B1P 6G9

Name	Phone	Fax	Email (if applicable)
Mr. Raymond DeLeskie Business Manager	902-564-5406	902-564-0409	

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

P.O. Box 1084
Sydney, Nova Scotia
B1P 6J7

Name	Phone	Fax	Email (if applicable)
Mr. Lawrence Shebib Business Manager	902-562-5130	902-562-8678	lawrance.shebib@ubclocal1588.ns.ca

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

P.O. Box 24, Pier Postal Station
Sydney, Nova Scotia
B1N 3B1

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

14 McQuade Lake Crescent, Suite 202
Halifax, Nova Scotia
B3S 1B6

Name	Phone	Fax	Email (if applicable)
Mr. Steve Graves Business Manager	902-450-5605	902-450-5613	

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

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

Name	Phone	Fax	Email (if applicable)
Mr. Roddie MacLennan Business Manager	902-450-5615	902-450-5082	

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

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

Name	Phone	Fax	Email (if applicable)
Mr. Doug Serroul Business Manager	902-539-5657	902-539-3290	liu1115@auracom.com

**MILLWRIGHTS & MACHINE ERECTORS
LOCAL UNION 1178**

P.O. Box 358
Stellarton, Nova Scotia
B0K 1S0

Name	Phone	Fax	Email (if applicable)
Mr. Ian MacIsaac Business Representative	902-752-3176	902-755-6244	imacisaac@carpentersunion.ca

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

P.O. Box 1173
Sydney, Nova Scotia
B1P 6J9

Name	Phone	Fax	Email (if applicable)
Mr. Kevin MacDonald Business Manager	902-562-5659	902-539-2454	
Mr. Ken Estabrooks Business Manager, Dartmouth	902-865-8844	902-864-0676	

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL UNION 1945**

14 McQuade Lake Crescent, Suite 206
Halifax, Nova Scotia
B3S 1B6

Name	Phone	Fax	Email (if applicable)
Mr. Frank MacKinnon Business Manager	902-450-5068	902-450-1065	

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

P.O. Box 4508
Reserve Mines, Nova Scotia
B0A 1L2

Name	Phone	Fax	Email (if applicable)
Mr. Cliff Murphy Business Manager	902-562-3753	902-539-4906	ualocal682@seascape.ns.ca

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

3713 New Harris Road
New Harris, Nova Scotia
B1X 1T1

Name	Phone	Fax	Email (if applicable)
Mr. Joe Wall Business Manager	902-674-2050	902-674-2912	joe.wall@ns.sympatico.ca

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

19 Alma Crescent
Halifax, Nova Scotia
B3N 2C4

Name	Phone	Fax	Email (if applicable)
Mr. Jim Russell Business Manager	902-445-5301	902-445-5303	

ARTICLE 1 - PURPOSE

- 1.01 The Bureau, 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.
- 1.02 This Agreement is intended for an Area Agreement, therefore, it is agreed that the scope of this Agreement is the Island of Cape Breton.
- 1.03 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.
- 1.04 This Agreement shall be a common Collective Agreement consisting of both the Articles and Appendices attached hereto.

ARTICLE 1A - INDUSTRIAL DEFINITION

- 1A.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 twelve million dollars (\$12,000,000.) 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 twelve million dollars (\$12,000,000.) or less.

- | | |
|--|---|
| <p>(a) - Oil Refineries</p> <p>- Chemical Plants</p> <p>- Rubber Plants (such as Michelin)</p> <p>- Steel Mills</p> <p>- Power Plants</p> <p>- Ore Reduction Plants</p> <p>- Cement Plants</p> <p>- Construction on Shipyards</p> <p>- Syn-Fuels Projects</p> <p>- <u>Gas Projects</u></p> | <p>- Pulp & Paper Mills</p> <p>- Manufacturing Plants, Processing Plants, Assembling Plant</p> <p>- Deep Sea Ports or Docks</p> <p>- Basic Metal Producing Facilities</p> <p>- Heavy Equipment Manufacturing</p> <p>- Construction on Mine Sites</p> <p>- Industrial Transportation Centres</p> <p>- Coal Liquefaction Projects</p> <p>- Coal-Water (Carbogel) Fuel Projects</p> <p>- <u>Wharves constructed as part of an ongoing Industrial Agreement</u></p> |
|--|---|

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.

- 1A.02 The Bureau 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.
- 1A.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.

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 Construction Management Bureau 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-Bureau 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.

ARTICLE 3 - UNION SECURITY

- 3.01 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 3.01 shall be modified according to the Trade Appendices of this agreement.
- 3.02 When it is alleged that an employer has hired non-unionized employees to perform work that would normally be subject to the terms and conditions of this Collective Agreement (excluding speciality work not normally performed by members of a Trade Union signatory to this Agreement), and/or when an employer sub-contracts such work to non-unionized forces, then it is agreed that the Union whose members would normally have performed such work shall have the right to refer the matter to grievance and/or arbitration, and to claim and collect damages for any violation(s) arising from a failure to employ Union members in accordance with the hiring and sub-contracting provisions of this Collective Agreement.
- 3.03 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.
- 3.04 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.
- 3.05 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.

- 3.06 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.
- 3.07 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.
- 3.08 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.
- 3.09 The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.
- 3.10 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.
- 3.11 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.
- 3.12 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 Bureau and the employer receives two (2) months notice of such change.
- 3.13 Employers shall not transfer their employees from their payroll to another employer on the same site or project unless agreed to by the Union.
- 3.14 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).

ARTICLE 3A - INDUSTRY IMPROVEMENT FUND

- 3A.01 The Parties hereto agree to an Industry Improvement Fund as follows:
- 3A.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 3A.04 of this Article.
- 3A.03 The Industry Improvement 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 Fund will be forwarded to the Administrator along with other identifying information requested by the Administrator to, The Administrator of the Cape Breton Island Building & Construction Trades Council at 238 Vulcan Avenue in Sydney, Nova Scotia B1P 5X2.
- 3A.04 (a) Each employer bound by this Agreement agrees to contribute a total amount of twenty-six cents (\$0.26) for each paid employee hour and to remit such contribution in accordance with the provisions of Article 3A.02 and 3A.03 above.

Employers shall contribute a total of forty-six cents (\$0.46) combined *Industry and Stabilization Fund* to:

The Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

- 3A.04 (b) Should the Bureau and Council desire to increase the contribution provisions of the Industry Improvement 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.
- 3A.04 (c) Each employer must forward to the Administrator, along with the Industry and Stabilization Fund contribution, a statement of all hours worked in the appropriate period identifying such hours by trade (ie.: Carpenters hours, Electricians hours, etc.).

- 3A.05 The Industry Improvement Fund shall be administered according to the terms of an Administrative Agreement made between the Parties to this Collective Agreement.
- 3A.06 The Parties hereto agree that either party pursuant to the Agreement establishing the Industry Improvement Fund, 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.
- 3A.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 timeliness.
- 3A.08 It is agreed that in the event that the Cape Breton Island Building & Construction Trades Council fails to continue to function as a Trades Council, then the employee contribution referred to in Article 3A.04 (a) above shall be reduced by sixteen cents (\$0.16) per hour and two cents (\$0.02) of this amount shall be added to the total wage package of the employee.

After this calculation the total contribution to the Industry Improvement Fund shall be ten cents (\$0.10) per hour.

Likewise, should the Bureau cease to function as the accredited bargaining agent, then the employer contribution referred to in Article 3A.04 (a) above shall be reduced by ten cents (\$0.10) per hour for a total contribution of sixteen cents (\$0.16) per hour.

ARTICLE 4 - STEWARDS

- 4.01 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.
- 4.02 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.

- 4.03 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.
- 4.04 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.
- 4.05 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.
- 4.06 Subject to all other items and conditions of this Agreement, the Steward shall be the second (2nd) last man remaining on the job.
- 4.07 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 - MANAGEMENT RIGHTS

- 5.01a 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.
- 5.01b 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.

- 5.02 It is agreed among the Parties that the past practices relating to transfer of employees will continue.

ARTICLE 6 - GENERAL FOREMAN

- 6.01 Where a General Foreman is required in the sole discretion of the employer other than as provided in any craft Appendix, then such General Foreman shall be employed from the members of the Local Union when such qualified men are available provided, however, that the determination of qualifications shall be in the sole discretion of the employer. Where qualified men are not available, the employer may employ a General Foreman from elsewhere, provided that the General Foreman is in good standing with the appropriate Union.

ARTICLE 7 - NORMAL HOURS OF WORK

- 7.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.
- 7.02 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 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. Where an eight (8) hour normal work day is being worked, the hours of work shall be inclusive. Where 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. Where 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.

7.03 Lunch Period:

Lunch break shall be one-half ($\frac{1}{2}$) 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.

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

7.05 Rest 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.

7.06 The 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 8 - TERMINATION OF EMPLOYMENT

8.01 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.

8.02 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).

- 8.03 Employees who are laid off or discharged from the service of the employer shall receive their wages, all monies owed and Separation Certificate on termination if the payroll is made up on the project, otherwise the employer shall mail the Separation Certificate and wages and all other monies owed within three (3) days, exclusive of Saturday, Sunday and designated holidays.
- 8.04 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.
- 8.05 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 9 - OVERTIME

- 9.01 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.
- 9.02 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.
- 9.03 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.
- 9.04 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.
- 9.05 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:
- Fifteen dollars (\$15.00), and a regular rest period. The meal allowance shall also apply to employees provided with camp accommodations (room and board).

ARTICLE 10 - SHIFT WORK

10.01A 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.

10.01B 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.

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

10.03 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.

10.04 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 11 - WAGES

11.01 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.

11.02 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 12 - PAY PERIODS

- 12.01 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.
- 12.02 There shall be a clear statement of all earnings and deductions on each employee's payroll slip. All employers are encouraged to include a full statement of employer contributions on the wage stub. Council agreed to direct deposit, providing a clear statement of earnings, deductions and contributions would be given to the employees weekly, if paid by direct deposit or by cheque, on the job.
- 12.03 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.
- 12.04 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.
- 12.05 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.
- 12.06 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.
- 12.07 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 12.08 When cheques are not distributed on Thursday in accordance with this Article, the employees shall be allowed one-half ($\frac{1}{2}$ 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.
- 12.09 The employees' work week shall be from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

ARTICLE 13 - REPORTING TIME

- 13.01 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.
- 13.02 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.
- 13.03 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.
- 13.04 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.
- 13.05 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.
- 13.06 The employer shall determine when weather conditions on the job are such that men shall or shall not work.

ARTICLE 14 - VACATION ALLOWANCE

- 14.01 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.
- 14.02 The employer and employee shall mutually agree upon the time the employee shall take his vacation.

ARTICLE 15 - SUBSISTENCE

- 15.01 There shall be a free zone of thirty-two (32) road kilometres for employees around the job site. Travel and subsistence will not apply when travelling and working within this free zone.
- 15.02 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 15.01 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 ... **0.37¢ per kilometre**

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

- 15.03 In lieu of mileage allowance set out in paragraph 15.02, 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>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
<u>5 x 8's per day</u>	<u>\$62.00</u>	<u>\$63.00</u>	<u>\$64.00</u>
<u>4 x 10's per day</u>	<u>\$77.50</u>	<u>\$78.75</u>	<u>\$80.00</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.

- 15.04 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.
- 15.05 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.
- 15.06 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 16 - GRIEVANCE PROCEDURE

- 16.01 Any matter relating to or involving:
- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
 - (b) A violation or an allegation of a violation of the Collective Agreement.
 - (c) Working conditions; or
 - (d) A question whether a matter is arbitrable may be the subject of a grievance.

Procedure:

- 16.02 (1) Any such matter constituting a grievance must be filed in writing with the employer within seven (7) working days excluding Saturday, Sunday, and designated holidays of the occurrence of the event giving rise to the grievance. If such grievance is not filed within this period, it shall be considered settled.
- (2) The grievance must be filed and discussed with the employer's Labour Relations Officer or his Representative on the project.
- (3) Failing settlement with the Labour Relations Officer or his Representative on the project, 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, amended.

ARTICLE 17 - ARBITRATION

- 17.01 The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement, or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.
- 17.02 The decision of the Arbitrator is to be complied with, within fifteen (15) days of receipt by the Parties.

17.03 Arbitrators shall be selected, in rotation and subject to availability, from the following list:

Council's Arbitrator List:

1. George Khattar
3. Joe Rizzetto
5. Elizabeth Cusack

Management Arbitrator List:

2. Bruce Outhouse
4. Greg North
6. Nick Scaravelli

ARTICLE 18 - JURISDICTIONAL DISPUTES

18.01 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.

18.02 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.

18.03 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 Bureau or the Council shall be entitled to call a joint meeting to clarify the above.

ARTICLE 19 - TRAVELLING TIME AND TRANSPORTATION

- 19.01 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.
- 19.02 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 20 - HEALTH AND SAFETY

- 20.01 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.

- 20.02 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.
- 20.03 (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.
- 20.04 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.
- 20.05 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.
- 20.06 Sanitary facilities and fresh drinking water with ice yearly and paper cups will be provided by the employer.
- 20.07 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.
- 20.08 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.
- 20.09 There shall be discussion with representatives of the Cape Breton Island Building Trades Council regarding the operation of any camp facilities provided.
- 20.10 Climatic protective clothing is to be supplied to the employees by the employer in accordance with the specifications of the applicable Craft Schedule.
- 20.11 If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the prevailing provincial legislation shall apply.

- 20.12 If an employee is injured while working on a premium rate of pay, the prevailing provincial legislation shall apply.
- 20.13 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.
- 20.14 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.
- 20.15 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.
- 20.16 The Parties agree to observe the applicable provincial legislation or Workman's Compensation.

ARTICLE 21 - ACCESS TO THE JOB SITE

- 21.01 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 22 - WELDING TEST

- 22.01 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.
- 22.02 Welding gloves and safety glasses shall be supplied by the employer.

ARTICLE 23 - SUB-CONTRACTS

- 23.01 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).
- 23.02 When it is alleged that an employer has hired non-unionized employees to perform work that would normally be subject to the terms and conditions of this Collective Agreement (excluding speciality work not normally performed by members of a Trade Union signatory to this Agreement), and/or when an employer sub-contracts such work to non-unionized forces, then it is agreed that the Union whose members would normally have performed such work shall have the right to refer the matter to grievance and/or arbitration, and to claim and collect damages for any violation(s) arising from a failure to employ Union members in accordance with the hiring and sub-contracting provisions of this Collective Agreement.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

- 24.01 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.
- 24.02 Participation by an employee, or group of employees, in any act violating the above provision will be cause for disciplinary action.
- 24.03 The employer agrees that there will not be any lockout of employees during the term of this Agreement.

ARTICLE 25 - HEIGHT PAY

- 25.01 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 26 - HOLIDAYS

(a) Paid Holidays:

- 26.01 The paid holidays shall be as defined in the attached trade appendices.

- 26.02 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.
- 26.03 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.
- 26.04 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.
- 26.05 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:**
- 26.06 All hours worked on Saturday, Sundays and on the following designated holidays shall be paid at double (2x) the normal hourly rate of pay.
- 26.07 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.
- 26.08 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

Calendar Year <u>2002</u>	Day Falls On	Day Observed
<u>Canada Day</u>	<u>Monday, July 1, 2002</u>	<u>Monday, July 1, 2002</u>
<u>Labour Day</u>	<u>Monday, September 2, 2002</u>	<u>Monday, September 2, 2002</u>
<u>Thanksgiving Day</u>	<u>Monday, October 14, 2002</u>	<u>Monday, October 14, 2002</u>
<u>Remembrance Day</u>	<u>Monday, November 11, 2002</u>	<u>Monday, November 11, 2002</u>
<u>Christmas Day</u>	<u>Wednesday, December 25, 2002</u>	<u>Wednesday, December 25, 2002</u>
<u>Boxing Day</u>	<u>Thursday, December 26, 2002</u>	<u>Thursday, December 26, 2002</u>

Calendar Year 2003	Day Falls On	Day Observed
<u>New Year's Day</u>	<u>Wednesday, January 1, 2003</u>	<u>Wednesday, January 1, 2003</u>
<u>Good Friday</u>	<u>Friday, April 18, 2003</u>	<u>Friday, April 18, 2003</u>
<u>Victoria Day</u>	<u>Monday, May 19, 2003</u>	<u>Monday, May 19, 2003</u>
<u>Canada Day</u>	<u>Tuesday, July 1, 2003</u>	<u>Tuesday, July 1, 2003</u>
<u>Labour Day</u>	<u>Monday, September 1, 2003</u>	<u>Monday, September 1, 2003</u>
<u>Thanksgiving Day</u>	<u>Monday, October 13, 2003</u>	<u>Monday, October 13, 2003</u>
<u>Remembrance Day</u>	<u>Tuesday, November 11, 2003</u>	<u>Tuesday, November 11, 2003</u>
<u>Christmas Day</u>	<u>Thursday, December 25, 2003</u>	<u>Thursday, December 25, 2003</u>
<u>Boxing Day</u>	<u>Friday, December 26, 2003</u>	<u>Friday, December 26, 2003</u>
Calendar Year 2004	Day Falls On	Day Observed
<u>New Year's Day</u>	<u>Thursday, January 1, 2004</u>	<u>Thursday, January 1, 2004</u>
<u>Good Friday</u>	<u>Friday, April 9, 2004</u>	<u>Friday, April 9, 2004</u>
<u>Victoria Day</u>	<u>Monday, May 17, 2004</u>	<u>Monday, May 17, 2004</u>
<u>Canada Day</u>	<u>Thursday, July 1, 2004</u>	<u>Thursday, July 1, 2004</u>
<u>Labour Day</u>	<u>Monday, September 6, 2004</u>	<u>Monday, September 6, 2004</u>
<u>Thanksgiving Day</u>	<u>Monday, October 11, 2004</u>	<u>Monday, October 11, 2004</u>
<u>Remembrance Day</u>	<u>Thursday, November 11, 2004</u>	<u>Thursday, November 11, 2004</u>
<u>Christmas Day</u>	<u>Saturday, December 25, 2004</u>	<u>Monday, December 27, 2004</u>
<u>Boxing Day</u>	<u>Sunday, December 26, 2004</u>	<u>Tuesday, December 28, 2004</u>
Calendar Year 2005	Day Falls On	Day Observed
<u>New Year's Day</u>	<u>Saturday, January 1, 2005</u>	<u>Monday, January 3, 2005</u>
<u>Good Friday</u>	<u>Friday, March 25, 2005</u>	<u>Friday, March 25, 2005</u>
<u>Victoria Day</u>	<u>Monday, May 16, 2005</u>	<u>Monday, May 16, 2005</u>

ARTICLE 27 - DURATION

- 27.01 This Agreement shall become effective on July 1, 2002 and shall remain or continue in effect until the 30th day of June, 2005. 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 28 - CALL BACK TIME

- 28.01 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.

- 28.02 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 13 shall apply.
- 28.03 Travel time and subsistence will apply if applicable.
- 28.04 When employees qualify for reporting time (two (2) hours) in accordance with Article 13, 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 29 - TOOLS

- 29.01 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.
- 29.02 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.
- 29.03 Tools and/or equipment issued to the employee must be returned to the employer on termination.

ARTICLE 30 - DISCIPLINE

- 30.01 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:

- 30.02 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Bureau 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.

**ARTICLE 31 - EMPLOYER CONTRIBUTIONS & DEDUCTIONS AND
EMPLOYEE DEDUCTIONS**

- 31.01 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 3A - Industry Improvement Fund.

ARTICLE 32 - DELINQUENT PAYMENTS

- 32.02 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 33 - BONDING

33.01 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 34 - COUNCIL WIDE STABILIZATION FUND

34.01 Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

The C.B.U.C.S.F. shall be jointly trusted by five (5) Union appointees and five (5) Management Trustees in accordance with the terms of the Trust Documents duly executed on behalf of the Parties to this Agreement.

ARTICLE 35 - OLDER WORKERS

35.01 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 36 - SIGNATORIES

36.01 This Collective Agreement shall become effective as of July 1, 2002.

IN WITNESS WHEREOF the Parties have executed this Collective Agreement at Sydney, Nova Scotia, on this 11th day of September, 2002.

SIGNATORIES FOR AND ON BEHALF OF THE EMPLOYERS:

CONSTRUCTION MANAGEMENT BUREAU LIMITED:

GREIG MACLEOD

JIM WILKIE

SIGNATORIES FOR AND ON BEHALF OF THE UNIONS:

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

CLIFF MURPHY

GERRY SHANAHAN

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS,
LOCAL UNION 2**

RICK MACLEOD

RAY DELESKIE

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

LAWRENCE SHEBIB

COLIN CAMPBELL

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

GERRY SHANAHAN

PAUL LEBLANC

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

STEVE GRAVES

DONALD SMITH

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

RODERICK MACLENNAN

JOHN WILSON

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

DOUGLAS SERROUL

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

IAN MACISAAC

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

KENNETH ESTABROOKS

KEVIN MACDONALD

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

FRANK MACKINNON

JOHN MACNEIL

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

CLIFF MURPHY

MELVIN GILLIS

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

JOSEPH WALL

JACK WALL

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

JIM RUSSELL

APPENDIX NO. 1 - BRICKLAYERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL UNION 2 ... SYDNEY
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

BRICKLAYER									
Effective Date	Hr Rate	V&H	H&W	Pension	BAC 02 <u>GRSP</u>	Promo	<u>Bereavement</u>	IIF & Stab. Fund	Total Package
<u>July 1, 2002</u>	<u>\$29.74</u>	<u>\$2.68</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$36.88</u>
<u>July 1, 2003</u>	<u>\$29.97</u>	<u>\$2.70</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$38.13</u>
<u>July 1, 2004</u>	<u>\$30.20</u>	<u>\$2.72</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$39.38</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

CEMENT MASON									
Effective Date	Hr Rate	V&H	H&W	Pension	BAC 02 <u>GRSP</u>	Promo	<u>Bereavement</u>	IIF & Stab. Fund	Total Package
<u>July 1, 2002</u>	<u>\$28.39</u>	<u>\$2.56</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$35.41</u>
<u>July 1, 2003</u>	<u>\$28.62</u>	<u>\$2.58</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$36.66</u>
<u>July 1, 2004</u>	<u>\$28.85</u>	<u>\$2.60</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$37.91</u>

In addition to the above hourly rates **the employer shall pay the amounts set out in the Health & Welfare, Pension, Masonry Promotion Fund, and the Industry Improvement Fund of this Appendix.**

Tile & Terrazzo work falls under the jurisdiction of the Bricklayers Union. Terms and conditions of employment for Tile & Terrazzo work on Cape Breton Island are set out in the Tile Agreement between the Bureau and Bricklayers Local 2.

HIRING:

Ratio: One (1) to one (1) hiring ratio (1:1). The employer may name hire the first employee, the Union shall supply the second employee, ratio to repeat.

DEDUCTIONS:

The employer shall deduct the amount set out under the Union Administration Fund of this Appendix.

SUPERVISION:

•Bricklayer & Cement Foreman Premium	-	working	=	\$1.30
	-	non-working	=	\$1.60

•From 3 to 6 employees - 1 working Foreman

•From 7 to 10 employees - 1 non-working Foreman

•One (1) of the first three (3) employees will be a working Foreman.

When a crew exceeds six (6) employees, there shall be a non-working Foreman. After ten (10) employees the formula repeats.

•Three (3) or more Foreman - 1 General Foreman

CLASSIFICATIONS:

•Concrete placer - Base Rate.

The above classification is for the establishment of rates only and not to be interpreted as determining jurisdiction.

APPRENTICE:

APPRENTICE - BRICKLAYER									
July 1, 2002	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs 76%</u>	<u>\$21.35</u>	<u>\$1.92</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$27.73</u>
<u>2nd 5000 hrs 82%</u>	<u>\$23.20</u>	<u>\$2.09</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$29.75</u>
<u>3rd 6000 hrs 88%</u>	<u>\$25.06</u>	<u>\$2.25</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$31.77</u>
<u>4th 7000 hrs 94%</u>	<u>\$26.90</u>	<u>\$2.42</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$33.78</u>
<u>5th 8000 hrs 100%</u>	<u>\$28.75</u>	<u>\$2.59</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$35.80</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

APPRENTICE - BRICKLAYER									
July 1, 2003	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs 76%</u>	<u>\$21.30</u>	<u>\$1.92</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$28.68</u>
<u>2nd 5000 hrs 82%</u>	<u>\$23.23</u>	<u>\$2.09</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$30.78</u>
<u>3rd 6000 hrs 88%</u>	<u>\$25.15</u>	<u>\$2.26</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$32.87</u>
<u>4th 7000 hrs 94%</u>	<u>\$27.06</u>	<u>\$2.44</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$34.96</u>
<u>5th 8000 hrs 100%</u>	<u>\$28.98</u>	<u>\$2.61</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$37.05</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

APPRENTICE: con't...

APPRENTICE - BRICKLAYER									
July 1, 2004	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs</u> 76%	<u>\$21.26</u>	<u>\$1.91</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$29.63</u>
<u>2nd 5000 hrs</u> 82%	<u>\$23.26</u>	<u>\$2.09</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$31.81</u>
<u>3rd 6000 hrs</u> 88%	<u>\$25.24</u>	<u>\$2.27</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$33.97</u>
<u>4th 7000 hrs</u> 94%	<u>\$27.23</u>	<u>\$2.45</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$36.14</u>
<u>5th 8000 hrs</u> 100%	<u>\$29.21</u>	<u>\$2.63</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$38.30</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

APPRENTICE – CEMENT MASON									
July 1, 2002	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs</u> 76%	<u>\$20.32</u>	<u>\$1.83</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$26.61</u>
<u>2nd 5000 hrs</u> 82%	<u>\$22.09</u>	<u>\$1.99</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$28.54</u>
<u>3rd 6000 hrs</u> 88%	<u>\$23.86</u>	<u>\$2.15</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$30.47</u>
<u>4th 7000 hrs</u> 94%	<u>\$25.63</u>	<u>\$2.31</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$32.40</u>
<u>5th 8000 hrs</u> 100%	<u>\$27.40</u>	<u>\$2.47</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$34.33</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

APPRENTICE: con't...

APPRENTICE – CEMENT MASON									
July 1, 2003	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs 76%</u>	<u>\$20.28</u>	<u>\$1.82</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$27.56</u>
<u>2nd 5000 hrs 82%</u>	<u>\$22.12</u>	<u>\$1.99</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$29.57</u>
<u>3rd 6000 hrs 88%</u>	<u>\$23.95</u>	<u>\$2.16</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$31.57</u>
<u>4th 7000 hrs 94%</u>	<u>\$25.80</u>	<u>\$2.32</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$33.58</u>
<u>5th 8000 hrs 100%</u>	<u>\$27.63</u>	<u>\$2.49</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$2.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$35.58</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

APPRENTICE – CEMENT MASON									
July 1, 2004	Hr Rate	V&H	H&W	Pension	BAC 02 GRSP	Promo	Bereavement	IIF & Stab. Fund	Total Package
<u>1st 4000 hrs 76%</u>	<u>\$20.23</u>	<u>\$1.82</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$28.51</u>
<u>2nd 5000 hrs 82%</u>	<u>\$22.15</u>	<u>\$1.99</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$30.60</u>
<u>3rd 6000 hrs 88%</u>	<u>\$24.05</u>	<u>\$2.16</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$32.67</u>
<u>4th 7000 hrs 94%</u>	<u>\$25.96</u>	<u>\$2.34</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$34.76</u>
<u>5th 8000 hrs 100%</u>	<u>\$27.86</u>	<u>\$2.51</u>	<u>\$1.10</u>	<u>\$1.50</u>	<u>\$3.00</u>	<u>\$0.30</u>	<u>\$0.10</u>	<u>\$0.46</u>	<u>\$36.83</u>

•Ratio: One (1) Apprentice to every four (4) Journeymen (1:4)

PAID HOLIDAYS:

The following are paid holidays: **New Year's Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Remembrance Day.**

SUB-CONTRACTOR:

The employer agrees that it will not sub-contract work to any contractor who is not under Collective Agreement with the appropriate signatory Building Trades Union.

HEALTH AND WELFARE, PENSION, BAC 02 GRSP FUND, BEREAVEMENT FUND AND MASONRY PROMOTION:

The employer shall contribute per hour worked to Health & Welfare benefits, Pension, and Masonry Promotion funds as set out in the tables below:

Effective July 1, 2002	Health and Welfare	Pension	Masonry Promotion
	\$1.10	\$1.50	\$0.30

The employer shall contribute per hour paid to BAC 02 GRSP Fund, and Bereavement Fund, as set out in the tables below:

<u>Effective Date</u>	<u>BAC 02 GRSP</u>	<u>Bereavement</u>
<u>July 1, 2002</u>	<u>\$1.00</u>	<u>\$0.10</u>
<u>July 1, 2003</u>	<u>\$2.00</u>	<u>\$0.10</u>
<u>July 1, 2004</u>	<u>\$3.00</u>	<u>\$0.10</u>

The Health and Welfare and Pension portions shall be postmarked not later than the tenth (10th) day of the following month and forwarded to:

Trustees of the Atlantic Provinces Health and Welfare Trust Fund
PO Box 3006, Station "B"
Saint John, New Brunswick
E2M 4X7

The monies allocated for Masonry Promotion Fund shall be postmarked not later than the tenth (10th) day of the following month and forwarded to the Trustees of the Masonry Promotion Fund at:

Trustees of the Masonry Promotion Fund
PO Box 3006, Station "B"
Saint John, New Brunswick
E2M 4X7

The monies allocated for the Bereavement fund shall be postmarked not later than the tenth (10th) day of the following month and forwarded to:

Trustees of the Bereavement Fund

P.O. Box 99
Sydney, NS
B1P 6G9

The monies allocated for the BAC 02 GRSP fund shall be postmarked not later than the tenth (10th) day of the following month and forwarded to:

Trustees of the BAC 02 GRSP Fund

P.O. Box 99
Sydney, NS
B1P 6G9

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

UNION ADMINISTRATION FUND:

The employer shall deduct eighty-five cents (\$0.85) per hour paid from the employee and remit such amounts to A.P.T.T.C., PO Box 3006, Station “B”, St. John, New Brunswick, E2M 4X7.

HEIGHT PAY:

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

- 50' - 70' - Twenty cents (\$0.20) per hour above normal rate
- 70' - 90' - Thirty cents (\$0.30) per hour above normal rate
- Plus - Twenty cents (\$0.20) per hour for every additional twenty feet (20') above the ninety foot (90') level.

RECOGNITION:

Employer will recognize classifications in the Union's Certification and any subsequent Order by the National Joint Board or Labour Relations Board (or, for that matter, any body set up or authorized to determine classifications).

SHIFT DIFFERENTIAL:

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

PROTECTIVE CLOTHING:

Rain gear, as required, will be supplied by the employer.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

JIM WILKIE

RICK MACLEOD

GREIG MACLEOD

RAY DELESKIE

For Terms and Conditions governing Tile & Terrazzo work, see the current Tile & Terrazzo Agreement between the Bureau and Bricklayers Local #2.

APPENDIX NO. 2 - CARPENTERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
LOCAL 1588
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

CARPENTERS - JOURNEYMAN							
Effective Date	Hr. Rate	V. & H.	H. & W.	Pension	Training	I.I.F. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$28.48</u>	<u>\$2.56</u>	<u>\$0.60</u>	<u>\$3.00</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$35.15</u>
<u>July 1, 2003</u>	<u>\$28.71</u>	<u>\$2.58</u>	<u>\$0.60</u>	<u>\$4.00</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$36.40</u>
<u>July 1, 2004</u>	<u>\$28.94</u>	<u>\$2.60</u>	<u>\$0.60</u>	<u>\$5.00</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$37.65</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Fund, Training Fund, Stabilization Fund and the Industry Improvement Fund** and deduct and remit the Union Administration Fund of this Appendix.

All contributions made to the Union Administration Fund; Benefit Plan Fund; Industry Improvement Fund; Council Wide Stabilization Fund; Pension Fund and the Training Fund shall be per hour paid, on/or before the fifteenth (15th) day of the month following.

SUPERVISION:

- Foreman premium - One dollar sixty cents (\$1.60) - General Foreman rate to be determined between the General Foreman and the employer
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman

SUPERVISION: ... con't.

- One (1) of the first three (3) employees will be a working Foreman
- When a crew exceeds six (6) employees there shall be a non-working Foreman
- After ten (10) employees the formula repeats
- Three (3) or more Foreman - 1 General Foreman

CLASSIFICATION:

- Pile Drivers - Basic Rate
- Forklift Operators - Basic Rate

The classification listed above is for the establishment of rates and in no way is to be interpreted as determining jurisdiction.

APPRENTICES:

Preference of employment shall be given to all Indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship. Apprentices may be indentured directly to employers.

When employers do not have the ratio of Apprentices as provided for in this Agreement, the Union shall have the right to include unemployed Indentured Apprentices when filling out job orders.

The employer will endeavour to maximize employment opportunities where practical. Apprentices shall be employed in a ratio of one to three (1:3) Carpenters per job and shall be governed in regards to hours, overtime and holidays the same as Carpenters and wages shall be:

APPRENTICES: ... con't

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. & H</u>	<u>H & W.</u>	<u>Pen.</u>	<u>Train.</u>	<u>LLF. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st 6 mos. - 50%</u> <u>or</u> <u>1 - 1000 hrs</u>	<u>\$13.23</u>	<u>\$1.19</u>	<u>\$0.60</u>	<u>\$2.50</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$18.03</u>
<u>2nd 6 mos. - 55%</u> <u>or</u> <u>1001 - 2000 hrs</u>	<u>\$14.75</u>	<u>\$1.33</u>	<u>\$0.60</u>	<u>\$2.55</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$19.74</u>
<u>3rd 6 mos. - 60%</u> <u>or</u> <u>2001 - 3000 hrs</u>	<u>\$16.33</u>	<u>\$1.47</u>	<u>\$0.60</u>	<u>\$2.60</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$21.51</u>
<u>4th 6 mos. - 70%</u> <u>or</u> <u>3001 - 4000 hrs</u>	<u>\$19.45</u>	<u>\$1.75</u>	<u>\$0.60</u>	<u>\$2.70</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$25.01</u>
<u>5th 6 mos. - 75%</u> <u>or</u> <u>4001 - 5000 hrs</u>	<u>\$20.95</u>	<u>\$1.89</u>	<u>\$0.60</u>	<u>\$2.75</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$26.70</u>
<u>6th 6 mos. - 85%</u> <u>or</u> <u>5001 - 6000 hrs</u>	<u>\$23.94</u>	<u>\$2.16</u>	<u>\$0.60</u>	<u>\$2.85</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$30.06</u>
<u>7th 6 mos. - 90%</u> <u>or</u> <u>6001 - 7000 hrs</u>	<u>\$25.47</u>	<u>\$2.29</u>	<u>\$0.60</u>	<u>\$2.90</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$31.77</u>
<u>8th 6 mos. - 95%</u> <u>or</u> <u>7001 - 8000 hrs</u>	<u>\$26.96</u>	<u>\$2.43</u>	<u>\$0.60</u>	<u>\$2.95</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$33.45</u>

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple percentage of the Journeyman's hourly rate.

APPRENTICES: ... con't

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H</u>	<u>H & W.</u>	<u>Pen.</u>	<u>Train.</u>	<u>LLF. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st 6 mos. - 50%</u> <u>or</u> <u>1 - 1000 hrs</u>	<u>\$13.81</u>	<u>\$1.24</u>	<u>\$0.60</u>	<u>\$2.50</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$18.66</u>
<u>2nd 6 mos. - 55%</u> <u>or</u> <u>1001 - 2000 hrs</u>	<u>\$14.97</u>	<u>\$1.35</u>	<u>\$0.60</u>	<u>\$3.00</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$20.43</u>
<u>3rd 6 mos. - 60%</u> <u>or</u> <u>2001 - 3000 hrs</u>	<u>\$16.47</u>	<u>\$1.48</u>	<u>\$0.60</u>	<u>\$3.20</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$22.26</u>
<u>4th 6 mos. - 70%</u> <u>or</u> <u>3001 - 4000 hrs</u>	<u>\$19.61</u>	<u>\$1.77</u>	<u>\$0.60</u>	<u>\$3.40</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$25.89</u>
<u>5th 6 mos. - 75%</u> <u>or</u> <u>4001 - 5000 hrs</u>	<u>\$21.13</u>	<u>\$1.90</u>	<u>\$0.60</u>	<u>\$3.50</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$27.64</u>
<u>6th 6 mos. - 85%</u> <u>or</u> <u>5001 - 6000 hrs</u>	<u>\$24.14</u>	<u>\$2.17</u>	<u>\$0.60</u>	<u>\$3.70</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$31.12</u>
<u>7th 6 mos. - 90%</u> <u>or</u> <u>6001 - 7000 hrs</u>	<u>\$25.68</u>	<u>\$2.31</u>	<u>\$0.60</u>	<u>\$3.80</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$32.90</u>
<u>8th 6 mos. - 95%</u> <u>or</u> <u>7001 - 8000 hrs</u>	<u>\$27.18</u>	<u>\$2.45</u>	<u>\$0.60</u>	<u>\$3.90</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$34.64</u>

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple percentage of the Journeyman's hourly rate.

APPRENTICES: ... con't***NOTE: Wage Rates Effective July 1/02 - June 30/05***

<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V. & H</u>	<u>H & W.</u>	<u>Pen.</u>	<u>Train.</u>	<u>LLF. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st 6 mos. - 50%</u> <u>or</u> <u>1 - 1000 hrs</u>	<u>\$14.39</u>	<u>\$1.29</u>	<u>\$0.60</u>	<u>\$2.50</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$19.29</u>
<u>2nd 6 mos. - 55%</u> <u>or</u> <u>1001 - 2000 hrs</u>	<u>\$15.61</u>	<u>\$1.40</u>	<u>\$0.60</u>	<u>\$3.00</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$21.12</u>
<u>3rd 6 mos. - 60%</u> <u>or</u> <u>2001 - 3000 hrs</u>	<u>\$17.06</u>	<u>\$1.54</u>	<u>\$0.60</u>	<u>\$3.30</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$23.01</u>
<u>4th 6 mos. - 70%</u> <u>or</u> <u>3001 - 4000 hrs</u>	<u>\$19.96</u>	<u>\$1.80</u>	<u>\$0.60</u>	<u>\$3.90</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$26.77</u>
<u>5th 6 mos. - 75%</u> <u>or</u> <u>4001 - 5000 hrs</u>	<u>\$21.35</u>	<u>\$1.92</u>	<u>\$0.60</u>	<u>\$4.20</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$28.58</u>
<u>6th 6 mos. - 85%</u> <u>or</u> <u>5001 - 6000 hrs</u>	<u>\$24.33</u>	<u>\$2.19</u>	<u>\$0.60</u>	<u>\$4.55</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$32.18</u>
<u>7th 6 mos. - 90%</u> <u>or</u> <u>6001 - 7000 hrs</u>	<u>\$25.89</u>	<u>\$2.33</u>	<u>\$0.60</u>	<u>\$4.70</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$34.03</u>
<u>8th 6 mos. - 95%</u> <u>or</u> <u>7001 - 8000 hrs</u>	<u>\$27.40</u>	<u>\$2.47</u>	<u>\$0.60</u>	<u>\$4.85</u>	<u>\$0.05</u>	<u>\$0.46</u>	<u>\$35.83</u>

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple percentage of the Journeyman's hourly rate.

SHIFT DIFFERENTIAL:

When Management requires two (2) or more shifts within twenty-four hours the starting time on the first shift is to be determined by the employer. With the exception that these shifts will be adjusted according to high and low tide schedules where work performed is controlled or affected by the tides.

- 1st shift - eight (8) hours pay for eight (8) hours work
- 2nd shift - fifteen percent (15%) shift differential
- 3rd shift - fifteen percent (15%) shift differential

SPECIAL RATES:

Carpenters required to work on scaffold or structural steel fifty feet (50') or more shall be paid an additional twenty cents (\$0.20) per hour for the first ten feet (10') above the fifty foot (50') height and an additional thirty cents (\$0.30) per hour every twenty feet (20') thereafter.

TOOLS:

The employer to supply a dry heated room or field boxes for the safekeeping and storage of employee's tools. Same to be kept securely locked.

HARD HATS:

Where necessary, when an employee does not have a hard hat, the employer will supply a hard hat. Should the employee not return such hard hat upon termination, the cost will be deducted from his final pay.

PROTECTIVE CLOTHING:

Rain gear and rubber boots, as required, will be supplied by the employer. All items shall be turned in upon termination of employment, regardless of condition. All items shall remain the property of the employer, and shall be in good, clean, sanitary condition when supplied.

SAW FILER:

On Industrial projects, the employer will send the employees saws to be filed periodically at the employer's discretion.

TRANSFER:

The practice on Cape Breton Island for employers and the Carpenters Local 1588, with respect to transfer is as follows:

Three (3) employees transferred from the employer's work force, three (3) recruited from the Union Local 1588, two (2) recruited from the employer's work force and three (3) recruited from the Union Local 1588 to a maximum of five (5).

All other employees to be recruited from the Union Local 1588.

The above excludes Foremen and Superintendents. On layoff the formula works in the opposite direction.

UNION ADMINISTRATION FUND:

The employer agrees to deduct and remit one dollar (\$1.00) per hour paid for each employee on or before the fifteenth (15th) of each month, together with a list of all employees and their Social Insurance Numbers, to Local 1588 of the Carpenters Union, PO Box 1084, Sydney, Nova Scotia, B1P 6J7.

GENERAL:

Drywall companies working on Industrial Projects working overtime, will notify the Union or job steward.

Adequate clean quarters with sufficient room for employees, heated when necessary, shall be provided.

Sanitary facilities shall be maintained with proper seats and paper. When feasible, the employer shall provide chemical facilities.

Piece work of any nature will be a direct violation of this Collective Agreement.

All doors and door hardware such as panic bars, kick plates, locks and closures will be installed by members of Local 1588 except where Painters Local 1945 has jurisdiction.

Failure to comply will be a violation of Article 21 of the Commercial Agreement and Article 23 of the Industrial Agreement.

BENEFIT PLAN:

The parties hereto agree to a Benefit Plan as follows:

- (a) The Trust Document under which the Fund is controlled shall provide for equal Trustees in number and in power to be appointed by each of the parties hereto.
- (b) The Benefit Plan established shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement, as approved by the Trustees.
- (d) The employer shall make contributions at the rate of sixty cents (\$0.60) per hour for each hour paid.

**Benefit Plan Administrators Limited
Attn: The Administrator
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS B3L 4N9**

**Phone: (902) 455-7277
Fax: (902) 454-5936**

PENSION FUND:

The Parties hereto agree on a Pension Fund, effective the 1st day of July, 2000 as follows:

- (1) The Trustees for the Fund will be the same as the Benefit Plan.
- (2) The employers bound by this Agreement shall make contributions at the rates as indicated in the wage tables of this Appendix, per hour paid.
- (3) The Pension Fund shall be professionally administered by:

**Benefit Plan Administrators Limited
Attn: The Administrator
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS B3L 4N9**

**Phone: (902) 455-7277
Fax: (902) 454-5936**

The Parties to this Collective Agreement agree that the Trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce payment of contributions to the Trust Fund, as provided for in this Collective Agreement.

This Pension Fund shall facilitate those members who have worked in other areas and allow reciprocation of their Funds from other Plans.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to the Administrator of the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

TRAINING FUND:

Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1588.

The funds for such training shall be provided by the employers in an amount of five cents (\$0.05) per hours paid by the employees, and shall be administered by the Administrator of the Benefit Plan.

The training program shall be controlled by the Trustees of the Benefit Plan and/or a training coordinator who will be hired when necessary. The training committee will advise the training coordinator of his duties.

The total of five cents (\$0.05) per hour, per hour paid, by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to Benefit Plan Administrators Limited, Suite 216, Tower 1, 7001 Mumford Road, Halifax, Nova Scotia, B3L 4N9.

If this Committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations as per the trust document.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

JIM WILKIE

LAWRENCE SHEBIB

GREIG MACLEOD

COLIN CAMPBELL

APPENDIX NO. 3 - ELECTRICAL - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1852
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 – June 30/05

JOURNEYMAN - ELECTRICIANS								
<u>Effective Date</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>H. & W.</u>	<u>Education & Cultural Fund</u>	<u>WHMIS</u>	<u>Pension</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>July 1, 2002</u>	<u>\$26.69</u>	<u>\$2.40</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$3.00</u>	<u>\$0.46</u>	<u>\$36.38</u>
<u>July 1, 2003</u>	<u>\$26.92</u>	<u>\$2.42</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$37.63</u>
<u>July 1, 2004</u>	<u>\$27.61</u>	<u>\$2.48</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$38.88</u>

The employer shall contribute the amount set out in the Industry Improvement Fund, Retirement Plan, Health & Welfare Plan, and Education and Cultural Fund of this Appendix.

Pulling of electrical cables, crew consisting of more than three (3) electricians, twenty-five cents (\$0.25) per hour above base rate.

RE-OPENER CLAUSE:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between I.B.E.W. 1852 and the Bureau may be amended upon the Agreement of I.B.E.W. 1852 and the Bureau.

ENABLING CLAUSE:

Where a particular article or articles of this Collective Agreement is/or are found to work a hardship for a particular project, the terms and conditions in this Agreement for that project may be modified by mutual consent, of the Union and the Bureau, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration. The Parties agree that they shall meet in joint conference no later than thirty (30) days after the ratification of this Agreement to discuss means of enabling and procedures to be followed.

SUPERVISION:

- Foreman premium - One dollar sixty cents (\$1.60)
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats. Three (3) or more Foreman - One (1) General Foreman.

When a General Foreman is required under the terms of this Agreement, the employer may transfer such employee and the individual shall not be counted as per the transfer clause. In such a case the General Foreman will not work in any other capacity, or else shall be counted as a transfer.

The General Foreman shall be negotiable but shall not be less than ten percent (10%) over the Journeyman rate.

APPRENTICES:

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES - ELECTRICIANS								
<u>July 1, 2002</u>	Hr. Rate	V. & H.	H. & W.	Education and Cultural Fund	WHMIS	Pension	LLF. & Stab. Fund	Total Pkg.
1st 1 - 1000 hrs 55%	\$11.85	\$1.07	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$20.21
2nd 1001 - 2000 hrs 60%	\$13.50	\$1.21	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$22.00
3rd 2001 - 3000 hrs 65%	\$15.17	\$1.37	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$23.83
4th 3001 - 4000 hrs 70%	\$16.83	\$1.51	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$25.63
5th 4001 - 5000 hrs 75%	\$18.44	\$1.66	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$27.39
6th 5001 - 6000 hrs 85%	\$21.75	\$1.96	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$31.00
7th 6001 - 7000 hrs 90%	\$23.41	\$2.11	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$32.81
8th 7001 - 8000 hrs 95%	\$25.03	\$2.25	\$3.68	\$0.05	\$0.10	\$3.00	\$0.46	\$34.57

The above figures are not a straight percentage, they reflect a diversion of monies into Benefits.

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES - ELECTRICIANS								
<u>July 1, 2003</u>	Hr. Rate	V. & H.	H. & W.	Education and <u>Cultural Fund</u>	<u>WHMIS</u>	Pension	I.I.F. & Stab. Fund	Total Pkg.
1st 1 - 1000 hrs 55%	<u>\$11.57</u>	<u>\$1.04</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$20.90</u>
2nd 1001 - 2000 hrs 60%	<u>\$13.27</u>	<u>\$1.19</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$22.75</u>
3rd 2001 - 3000 hrs 65%	<u>\$15.00</u>	<u>\$1.35</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$24.64</u>
4th 3001 - 4000 hrs 70%	<u>\$16.70</u>	<u>\$1.50</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$26.49</u>
5th 4001 - 5000 hrs 75%	<u>\$18.39</u>	<u>\$1.65</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$28.33</u>
6th 5001 - 6000 hrs 85%	<u>\$21.81</u>	<u>\$1.96</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$32.06</u>
7th 6001 - 7000 hrs 90%	<u>\$23.53</u>	<u>\$2.12</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$33.94</u>
8th 7001 - 8000 hrs 95%	<u>\$25.20</u>	<u>\$2.27</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.00</u>	<u>\$0.46</u>	<u>\$35.76</u>

The above figures are not a straight percentage, they reflect a diversion of monies into Benefits

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES - ELECTRICIANS								
<u>July 1, 2004</u>	Hr. Rate	V. & H.	H. & W.	Education and <u>Cultural Fund</u>	<u>WHMIS</u>	Pension	I.I.F. & Stab. Fund	Total Pkg.
1st 1 - 1000 hrs 55%	<u>\$11.74</u>	<u>\$1.06</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$21.59</u>
2nd 1001 - 2000 hrs 60%	<u>\$13.50</u>	<u>\$1.21</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$23.50</u>
3rd 2001 - 3000 hrs 65%	<u>\$15.28</u>	<u>\$1.38</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$25.45</u>
4th 3001 - 4000 hrs 70%	<u>\$17.03</u>	<u>\$1.53</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$27.35</u>
5th 4001 - 5000 hrs 75%	<u>\$18.79</u>	<u>\$1.69</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$29.27</u>
6th 5001 - 6000 hrs 85%	<u>\$22.32</u>	<u>\$2.01</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$33.12</u>
7th 6001 - 7000 hrs 90%	<u>\$24.11</u>	<u>\$2.17</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$35.07</u>
8th 7001 - 8000 hrs 95%	<u>\$25.83</u>	<u>\$2.33</u>	<u>\$3.68</u>	<u>\$0.05</u>	<u>\$0.10</u>	<u>\$4.50</u>	<u>\$0.46</u>	<u>\$36.95</u>

The above figures are not a straight percentage, they reflect a diversion of monies into Benefits.

Ratio: One (1) Apprentice to three (3) Journeymen (1:3).

HEALTH & WELFARE PLAN:

The employer shall contribute three dollars sixty-eight cents (\$3.68) per hour earned for each employee on or before the fifteenth (15th) day of the following month and remit to: I.B.E.W. Local 1852, Health & Welfare Plan, PO Box 24, Pier Postal Station, Sydney, NS B1N 3B1.

- A) The Trust Document under which the Fund is controlled shall provide for equal trustees in number and power to be appointed by each of the Parties hereto.
- B) Should the Union decide to increase the Health & Welfare Plan or pension plan then employer contributions will be amended. The total wage package for any employee shall not be higher for any wage period of this Collective Agreement.

CHAIN OF COMMAND:

Electricians will, as a general rule, not be required to take directions in reference to the work being performed other than from their Electrical Foreman.

LAY OFF:

It shall be the responsibility of the Foreman to notify employees when they are being laid off.

SHIFT DIFFERENTIAL:

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

SAFETY:

Employer agrees to abide by all safety regulations established by the Occupational Health & Safety Act and Regulations.

THE EMPLOYER AGREES:

- (a) On all energized circuits or equipment carrying 320 volts or over, when actual contact with hot, exposed fuses, terminals or wire is a possible danger two (2) Journeymen shall work together.

Once the switch is locked off, and fuses removed and wires disconnected, the circuit is then dead and an unaccompanied Journeyman may proceed to work.

- (b) Two (2) employees will work on trench work exceeding six (6) feet.
- (c) To supply gloves for wire pulling crew.

SPECIAL RATES:

Electricians required to work on scaffold or structural steel exceeding heights of fifty feet (50') shall receive the following premiums above the regular hourly rate:

50' to 74'	-	Thirty five cents (\$0.35) per hour
75' to 99'	-	Seventy cents (\$0.70) per hour
100' to 149'	-	One dollar twenty cents (\$1.20) per hour
150' & over	-	One and one-half cents (1½¢) per hour per foot above 149 feet

PROTECTIVE CLOTHING:

Rain gear, as required, will be supplied by the employer.

TEMPORARY LIGHTING AND POWER:

The employer agrees that the installation, maintenance, connecting, disconnecting and repairing of all wiring for temporary lighting, electric heating and power, and the maintenance of all electrical construction equipment on the site which can be maintained by men presently on the site shall be performed by employees employed under the terms of this Agreement.

TRANSFER:

The practice with respect to transfer of employees is as follows:

Two (2) employees transferred from the employers work force, two (2) employees recruited from the Union Hall, three (3) transferred from the employers work force and any and all further employees to be hired from the Union Hall as per Article 3.01 of this Collective Agreement, this provision refers to job sites not individual tender packages.

On a layoff the above procedure works in the opposite direction, i.e. layoff is in the reverse order.

ALARM AND SECURITY TECHNICIAN:

When a Journeyman Electrician or Registered Apprentice is performing the work of an Alarm and Security Technician, he or she will be covered by the terms and conditions of this Agreement.

INSTRUMENTATION TECHNICIAN:

Instrument Technicians, when working within the jurisdiction of the I.B.E.W., shall be covered by the terms and conditions of this Collective Agreement and shall receive the appropriate Apprentice or Journeyman Electrician rate as set out in this Collective Agreement.

COMMUNICATION CABLE SPECIALIST:

When a Journeyman Electrician or Registered Apprentice is performing the work of a Communication Cabling Specialist, he will be covered by the terms and conditions of this Agreement.

WELDING:

When welding is required, the employer shall request members from the Union. No employee shall weld unless the employee has been recognized by the Union as being qualified. This procedure applies if the employer does not have a qualified I.B.E.W. Welder in the employer's work force. Employers agree to observe all industry safety practices when their employees are welding galvanized products as are set forth under the Occupational Health & Safety Act and regulations.

A Welder shall receive the Journeyman Electrician Rate.

PENSION PLAN:

The employer shall contribute three dollars (\$3.00) effective July 1, 2002 and effective July 1, 2003 four dollars (\$4.00) and effective July 1, 2004 four dollars and fifty cents (\$4.50) per hour earned for each employee on or before the fifteenth (15th) day of the following month and remit to: I.B.E.W. Local 1852 Pension Plan, PO Box 24, Pier Postal Station, Sydney, NS B1N 3B1.

- a) The Trust Document under which the Pension Plan is controlled shall provide for equal trustees in number and power to be appointed by each of the Parties hereto.
- b) Should the Union decide to increase the hourly contribution to the Pension Plan, then the employer contribution will be amended and the hourly wage rate and vacation allowance adjusted accordingly. The total hourly package for any employee shall not be increased as a result of such amendment.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, an amount of twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to the Administrator of the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

EDUCATION AND CULTURAL FUND:

The employer shall contribute five cents (\$0.05) for each employee, for each hour worked, and shall remit a total of ten cents (\$0.10) for each employee, for each hour worked to:

The I.B.E.W. Local 1852 Education and Cultural Fund
PO Box 24, Pier Postal Station
Sydney, NS
BAN 3B1

on or before the 15th day of the month following.

The I.B.E.W. 1852 Education and Cultural Fund shall be jointly trusted by representatives of Management and of the Union, in accordance with the terms of the Trust Agreement governing the Fund. The remittance shall be made on such a form as the trustees may reasonably require. At the discretion of the trustees, the Fund shall be available to finance training in both labour relations matters and trade skills.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

SUBSIDIZATION FUND:

If the Local Union elects to establish an income supplement fund, then the Collective Agreement shall be adjusted to allow for the deduction and remittance of contributions upon sixty (60) days written notice to the Bureau. Such fund shall not increase the package rate payable under this Agreement.

WHMIS TRAINING FUND:

The employer shall contribute ten cents (\$0.10) per hour paid to the WHMIS Training Fund, and the Union shall ensure that all referrals from the hall are in possession of a current WHMIS certificate. The Union shall provide such WHMIS training as may be necessary. The fund shall be monitored, and any excess funds shall be applied to related safety training or to skills training as may be agreed to between the Union and the Bureau.

TOOLS:

Tool List: The following list of tools is the amount to be supplied by employees as a condition of employment:

First Year Apprentice	Second Year Apprentice
Pliers – diagonal	Same as First Year (plus Channel locks)
Pliers - side cutting	
Pliers - needle nose	
Blade screwdriver - small & large	
Robertson drivers - #6, #8, #10	
Phillips drivers	
Pocket knife	
Hacksaw	
Measuring tape	
Torpedo type level	
Ball peen hammer	
Tool box	
Adjustable crescent wrench	

Tool List: The following list of tools is the amount to be supplied by employees as a condition of employment:

Third Year Apprentice	Fourth Year Apprentice
Same as First & Second Year	As above ... plus
	Allen wrenches
	600V tester
	1 Centre punch
	Open End Wrenches - 7/16", ½, 9/16" and 3/4"
	1 Wood chisel
	Tap wrenches - 6/32 and 8/32
	Sockets - 7/16", ½, 9/16" and 3/4"
	3/8" Ratchet Drive

QUALITY CONTROL:

When a Quality Control person is required to do field inspections on site, he shall be employed from the membership of the Local Union. He shall only perform Quality Control functions. However, the determination of qualifications shall be within the sole discretion of the employer.

Such employee, if transferred on site, shall not be counted as for the transfer clause, and shall perform only Quality Control functions while employed on site.

Wages for this position will be that of a Journeyman Electrician.

NON-CATALOGUE ITEMS:

In order to preserve the status quo it is agreed that when electrical fabrication work normally performed by local union members on site is sub-contracted off-site, such work shall be performed by I.B.E.W. members under the terms of the Agreement.

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

GERRY SHANAHAN

PAUL LEBLANC

APPENDIX NO. 4 - INSULATORS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INSULATORS AND ASBESTOS WORKERS
LOCAL 116
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

INSULATORS							
Effective Date	Hr. Rate	V. & H	Ben.	Admin.	Train.	I.I.F. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$26.68</u>	<u>\$2.40</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$35.62</u>
<u>July 1, 2003</u>	<u>\$27.83</u>	<u>\$2.50</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$36.87</u>
<u>July 1, 2004</u>	<u>\$28.97</u>	<u>\$2.61</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$38.12</u>

In addition to the above hourly rates the **employer shall pay the amount set out in the Benefit Plan, and the Industry Improvement Fund** of this Appendix.

SUPERVISION:

- Foreman premium - one dollar sixty cents (\$1.60)
- From 3 - 6 employees - 1 working Foreman
- From 7 - 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees, the formula repeats. The selection of the Foreman on the site will be at the discretion of the employer.

- Four (4) or more Foremen - One (1) General Foreman (rate to be determined between the employer and employee.)

APPRENTICES:**NOTE: Wage Rates Effective July 1/02 - June 30/05**

APPRENTICE - INSULATORS							
<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Admin.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st Year</u> <u>55%</u>	<u>\$13.39</u>	<u>\$1.20</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$21.13</u>
<u>2nd Year</u> <u>65%</u>	<u>\$16.33</u>	<u>\$1.47</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$24.34</u>
<u>3rd Year</u> <u>75%</u>	<u>\$19.26</u>	<u>\$1.73</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$27.53</u>
<u>4th Year</u> <u>85%</u>	<u>\$22.21</u>	<u>\$2.00</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$30.75</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICE - INSULATORS							
<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Admin.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st Year</u> <u>55%</u>	<u>\$14.02</u>	<u>\$1.26</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$21.82</u>
<u>2nd Year</u> <u>65%</u>	<u>\$17.07</u>	<u>\$1.54</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$25.15</u>
<u>3rd Year</u> <u>75%</u>	<u>\$20.12</u>	<u>\$1.81</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$28.47</u>
<u>4th Year</u> <u>85%</u>	<u>\$23.18</u>	<u>\$2.09</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$31.81</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICE - INSULATORS							
<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Admin.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
<u>1st Year</u> <u>55%</u>	<u>\$14.65</u>	<u>\$1.32</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$22.51</u>
<u>2nd Year</u> <u>65%</u>	<u>\$17.82</u>	<u>\$1.60</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$25.96</u>
<u>3rd Year</u> <u>75%</u>	<u>\$20.98</u>	<u>\$1.89</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$29.41</u>
<u>4th Year</u> <u>85%</u>	<u>\$24.16</u>	<u>\$2.17</u>	<u>\$5.75</u>	<u>\$0.10</u>	<u>\$0.23</u>	<u>\$0.46</u>	<u>\$32.87</u>

Ratio: One (1) Apprentice to four (4) Journeymen (1:4).

SHIFT DIFFERENTIAL:

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

HEIGHT PAY:

Employees required to work on scaffold or structural steel fifty feet (50') or more shall be paid an additional ten cents (\$0.10) per hour for the first ten feet (10') above the fifty foot (50') height and an additional twenty cents (\$0.20) per hour every twenty feet (20') thereafter.

PROTECTIVE CLOTHING:

The employer shall make available rain gear, coveralls, gloves and adequate respirators as required. The employer will replace employee's coveralls destroyed or ruined in the performance of the employee's duties for the employer. Employees shall be responsible for such equipment, reasonable wear and tear accepted, and cost to be deducted from employees' wages if not returned.

BENEFIT FUND:

The Parties hereto agree to a Benefit Fund as follows:

- (a) The Trust Document under which the Fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the parties hereto.
- (b) The employer shall make contributions per hour for each hour worked, as follows:

Five Dollars & Seventy-five Cents (\$5.75)

(c) The Benefit Fund shall be professionally administered:

**Administrator
Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

**Phone: (902) 455-7277
Fax: (902) 454-5936**

TRAINING FUND:

The employer shall remit twenty-three cents (\$0.23) per hour worked to the Insulators Local 116 Training Fund, c/o The Administrator:

**Insulators Local 116 Training Fund
Suite 202, 14 McQuade Lake Crescent
Halifax, NS
B3S 1B6**

ADMINISTRATION FUND:

The employer shall remit ten cents (\$0.10) per hour worked to the Insulators Local 116 Administration Fund, c/o The Administrator

**Insulators Local 116 Administration Fund
Suite 202, 14 McQuade Lake Crescent
Halifax, NS
B3S 1B6**

Such monies remitted shall be used for such purposes as are permitted under S.51(2) of the NS Trade Union Act 1972 (as amended).

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

**Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2**

CAPE BRETON RESIDENTS shall be given preference in the manning of job sites. Supervision shall be members of Local 116.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

ON-SITE CONSTRUCTION:

In order to preserve the status quo, insulation work normally performed by Local 116 members as part of on-site construction, which is contracted out for off-site assembly, will be performed by Local 116 members.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

JIM WILKIE

STEVE GRAVES

GREIG MACLEOD

DONALD SMITH

APPENDIX NO. 5 – IRONWORKERS STRUCTURAL - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL &
 REINFORCING IRONWORKERS**
LOCAL 752
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

IRONWORKERS (Welders, Riggers, Divers)						
Effective Date	Hr. Rate	V. & H.	Pension	Training	ILF. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$26.50</u>	<u>\$2.38</u>	<u>\$5.25</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$34.80</u>
<u>July 1, 2003</u>	<u>\$27.60</u>	<u>\$2.48</u>	<u>\$5.30</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$36.05</u>
<u>July 1, 2004</u>	<u>\$28.56</u>	<u>\$2.57</u>	<u>\$5.50</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$37.30</u>

From these hourly rates the employer shall deduct and remit the Benefit Plan and Union deductions as set out in those sections of this Appendix. The employer shall contribute to the Pension Plan, Training Fund and Industry Improvement Fund in accordance with the provisions of this Appendix.

SUPERVISION - IRONWORKERS, WELDERS, RIGGERS, DIVERS:

- Foreman premium - *One dollar seventy-five cents - (\$1.75) above Journeyman rate*
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman

The employer's job Superintendent and each area Foreman shall decide after inspecting the work areas, which Foreman's area is working on inclement weather days.

- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees, there shall be a non-working Foreman. After ten (10) employees, the formula repeats.

- The Foreman shall be included in each ten (10) man crew

Any member of the Union who is a qualified Journeyman may qualify for the position of Foreman. At no time will the ratio of all Foreman to all Ironworker employees exceed 1:10.

- Three (3) or more Foreman - One (1) General Foreman who must be a member in good standing in the Union

- General Foreman Premium - A minimum premium for ten percent (10%) of above the Journeyman wage rate

CHAIN OF COMMAND:

Ironworkers will not as a general rule be required to take directions in reference to the work being performed other than from their Ironworker Foreman, or Superintendent.

WELDING SUPERVISION:

When a Foreman is required over welding crew, then that Foreman must be qualified under Class "O" of the current Canadian Standards Association of Welding Code.

APPRENTICES:

NOTE: Wage Rates Effective July 1/02 - June 30/05

IRONWORKERS (Welders, Riggers, Divers)						
July 1, 2002	Hr. Rate	V. & H.	Pension	Training	I.L.F. & Stab. Fund	Total Pkg.
0 - 1000	<u>\$14.43</u>	<u>\$1.30</u>	<u>\$0.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$16.40</u>
1001 - 2000	<u>\$15.35</u>	<u>\$1.38</u>	<u>\$0.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$17.40</u>
2001 - 3000	<u>\$15.79</u>	<u>\$1.42</u>	<u>\$3.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$20.88</u>
3001 - 4000	<u>\$18.52</u>	<u>\$1.67</u>	<u>\$3.50</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$24.36</u>
4001 - 5000	<u>\$20.80</u>	<u>\$1.87</u>	<u>\$4.50</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$27.84</u>
5001 - 6000	<u>\$23.53</u>	<u>\$2.12</u>	<u>\$5.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$31.32</u>

Ratio: One (1) Apprentice to four (4) Journeymen (1:4). (Apprentice percentages are adjusted to account for increased pension contributions).

NOTE: Wage Rates Effective July 1/02 - June 30/05

IRONWORKERS (Welders, Riggers, Divers)						
July 1, 2003	Hr. Rate	V. & H.	Pension	Training	I.L.F. & Stab. Fund	Total Pkg.
0 - 1000	<u>\$14.97</u>	<u>\$1.35</u>	<u>\$0.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$16.99</u>
1001 - 2000	<u>\$15.89</u>	<u>\$1.43</u>	<u>\$0.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$17.99</u>
2001 - 3000	<u>\$16.53</u>	<u>\$1.49</u>	<u>\$3.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$21.69</u>
3001 - 4000	<u>\$19.33</u>	<u>\$1.74</u>	<u>\$3.50</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$25.24</u>
4001 - 5000	<u>\$21.72</u>	<u>\$1.95</u>	<u>\$4.50</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$28.84</u>
5001 - 6000	<u>\$24.57</u>	<u>\$2.21</u>	<u>\$5.00</u>	<u>\$0.21</u>	<u>\$0.46</u>	<u>\$32.45</u>

Ratio: One (1) Apprentice to four (4) Journeymen (1:4). (Apprentice percentages are adjusted to account for increased pension contributions).

APPRENTICES: ... Con't

NOTE: Wage Rates Effective July 1/02 - June 30/05

IRONWORKERS (Welders, Riggers, Divers)						
July 1, 2004	Hr. Rate	V. & H	Pension	Training	I.L.F. & Stab. Fund	Total Pkg.
0 - 1000	\$15.51	\$1.40	\$0.00	\$0.21	\$0.46	\$17.58
1001 - 2000	\$16.43	\$1.48	\$0.00	\$0.21	\$0.46	\$18.58
2001 - 3000	\$17.05	\$1.53	\$3.25	\$0.21	\$0.46	\$22.50
3001 - 4000	\$19.91	\$1.79	\$3.75	\$0.21	\$0.46	\$26.12
4001 - 5000	\$22.40	\$2.02	\$4.75	\$0.21	\$0.46	\$29.84
5001 - 6000	\$25.38	\$2.28	\$5.25	\$0.21	\$0.46	\$33.58

Ratio: One (1) Apprentice to four (4) Journeymen (1:4). (Apprentice percentages are adjusted to account for increased pension contributions).

PAID HOLIDAYS:

The following are the paid holidays: **Victoria Day, Dominion Day, Thanksgiving Day, Labour Day and Christmas Day.**

SHIFT DIFFERENTIAL:

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

PROTECTIVE CLOTHING:

Rain gear, as required, shall be supplied by the employer. Welding gloves will be supplied only when the Ironworker is directly involved with welding. When abnormal conditions require their use, welding jackets shall be provided, same to remain the property of the employer and be returned upon completion of the job.

On repair work which is abnormally dirty the employer shall make available coveralls which shall remain the property of the employer and, if not returned, cost shall be deducted from the employees' wages.

TOOLS:

Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The employer to supply dry heated room or field boxes for the safekeeping and storage of employees' tools. Same to be kept securely locked.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

BENEFIT PLAN

IRONWORKERS LOCAL 752 MAJOR MEDICAL AND DENTAL PLAN:

Trustees and a professional administrator and manager have been selected for the Ironworkers Local Union 752 Benefit Plan.

The parties hereto agree to the Benefit Plan as follows:

- (a) The trust document under which the fund is controlled shall provide for equal trustees in number and in power appointed by each of the parties hereto.
- (b) The Benefit Fund and Plan shall be professionally administered and managed.
- (c) After the first 1000 hours of Apprenticeship, the employer shall deduct from the employees one dollar (\$1.00) per hour for each hour paid (i.e. one dollar (\$1.00) for each straight time hour worked and two dollars (\$2.00) for each overtime hour worked) and shall remit such money by cheque.
- (d) The cheques shall be made payable to the Ironworkers Local Union 752 Benefit Plan and forwarded to:

**Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

- (e) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts as agent for the parties. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to assess the amount of the contributions and related costs.
- (f) No grievance instituted by the Board of Trustees as agent to the parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (g) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the parties to this Collective Agreement or rights of either of the parties to this Collective Agreement or the Board of Trustees to proceed directly by way of Civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions and related costs.
- (h) Should any deductions be required for an authorized Pension Plan or any change occur in the Benefit Plan deductions as set forth herein these changes and amendments will form part of this Agreement, and be effective upon receipt by the employer of written notification from the Union.

PENSION PLAN:

The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10th) day of the month following, the following sum for each hour paid:

The Amount Indicated in the Wage Tables of this Appendix

The remittance shall be in such form as may reasonably be prescribed by the Administrator of Record and shall be sent to:

**Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

TRANSFER OF EMPLOYEES:

Each employer reserves the right to offer any bargaining unit employees on any project the opportunity to transfer to another project, however, the employer will notify the Business Manager when employees are being moved to a project.

HEALTH AND SAFETY:

The employer shall supply, suitable for and as required by the job conditions, regulation aspirator with air supplied from a compressor while burning or welding of lead coated (painted) covered steel, aluminium grating, etc., which gives off poisonous fumes.

DIVING:

Divers shall work in pairs for safety reasons; direct communication by pull-line or similar equipment shall be maintained at all times.

UNION DEDUCTIONS:

- (a) The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Dues deductions shall be made from the first pay of each month in the amount of twenty-nine dollars (\$29.00). Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.
- (b) Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall be made not later than the tenth (10th) day of the following month for the month deducted.

- (c) Local Union 752 fees in the amount of two and one-half percent (2½%) of total hourly wage rate per hour for each hour paid shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- (d) All remittances will be accompanied by a statement containing the name, social insurance number and hours of work for each employee.
- (e) The cheques shall be made payable to Ironworkers Local 752, 103 - 14 McQuade Lake Crescent, Halifax, NS, B3S 1B6. Should any increases in the above (a) and/or (c) be authorized in accordance with the applicable provisions of the Union, the employer shall implement the increases upon receipt of notification from the Union.

TRAINING FUND:

It is agreed that the parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the parties and that the employer shall contribute and remit twenty-one cents (\$0.21) per hour to:

**The Administrator
Ironworkers Structural Training Fund
103, 14 McQuade Lake Crescent
Halifax, NS
B3S 1B6**

Of this remittance, two cents (\$0.02) will be forwarded to the I.I.I. (Institute of the Ironworking Industry).

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to the Administrator of the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

RODERICK MACLENNAN

JOHN WILSON

APPENDIX NO. 5“A” - IRONWORKERS REBAR - INDUSTRIAL**BETWEEN****CONSTRUCTION MANAGEMENT BUREAU LIMITED**

(hereinafter referred to as the "Bureau")

- AND -

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

(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

JOURNEYMAN RODMAN – CERTIFIED - IRONWORKERS						
Effective Date	Hr. Rate	V. & H	Pen.	Train.	I.I.F. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$25.23</u>	<u>\$2.27</u>	<u>\$4.80</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$32.92</u>
<u>July 1, 2003</u>	<u>\$26.19</u>	<u>\$2.36</u>	<u>\$5.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$34.17</u>
<u>July 1, 2004</u>	<u>\$27.11</u>	<u>\$2.44</u>	<u>\$5.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$35.42</u>

From these hourly rates the employer shall deduct and remit the Benefit Plan and Union deductions as set out in those sections of this Appendix. The employer shall contribute to the Pension Plan, Training Fund and Industry Improvement Fund in accordance with the provisions of this Appendix.

CRAFT SCHEDULE:**Wage Rates:**

- a) Increases are to take effect on the nearest pay period to the effective date.
- b) **Wage Rates per hour worked:**

NOTE: Wage Rates Effective July 1/02 - June 30/05

RODMEN - IRONWORKERS						
<u>July 1, 2002</u>	Hr. Rate	V. & H.	Pen.	Train.	I.I.F. & Stab. Fund	Total Pkg.
Journeyman Rodman - Foreman	<u>\$27.24</u>	<u>\$2.45</u>	<u>\$4.80</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$35.11</u>
Journeyman Rodman - Pusher	<u>\$26.71</u>	<u>\$2.40</u>	<u>\$4.80</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$34.53</u>
Journeyman Rodman - Certified	<u>\$25.23</u>	<u>\$2.27</u>	<u>\$4.80</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$32.92</u>
Journeyman Rodman - 1	<u>\$23.14</u>	<u>\$2.08</u>	<u>\$4.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$29.84</u>
Journeyman Rodman - 2	<u>\$20.26</u>	<u>\$1.82</u>	<u>\$4.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$26.70</u>
Trainee Rodman - 1	<u>\$18.11</u>	<u>\$1.63</u>	<u>\$3.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$23.61</u>
Trainee Rodman - 2	<u>\$15.50</u>	<u>\$1.39</u>	<u>\$3.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$20.51</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

RODMEN - IRONWORKERS						
<u>July 1, 2003</u>	Hr. Rate	V. & H.	Pen.	Train.	I.I.F. & Stab. Fund	Total Pkg.
Journeyman Rodman -Foreman	<u>\$28.20</u>	<u>\$2.54</u>	<u>\$5.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$36.36</u>
Journeyman Rodman -Pusher	<u>\$27.67</u>	<u>\$2.49</u>	<u>\$5.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$35.78</u>
Journeyman Rodman -Certified	<u>\$26.19</u>	<u>\$2.36</u>	<u>\$5.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$34.17</u>
Journeyman Rodman - 1	<u>\$23.72</u>	<u>\$2.13</u>	<u>\$4.50</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$30.97</u>
Journeyman Rodman - 2	<u>\$21.17</u>	<u>\$1.91</u>	<u>\$4.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$27.70</u>
Trainee Rodman - 1	<u>\$18.92</u>	<u>\$1.70</u>	<u>\$3.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$24.49</u>
Trainee Rodman - 2	<u>\$16.18</u>	<u>\$1.46</u>	<u>\$3.00</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$21.26</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

RODMEN - IRONWORKERS						
<u>July 1, 2004</u>	Hr. Rate	V. & H.	Pen.	Train.	I.I.F. & Stab. Fund	Total Pkg.
Journeyman Rodman -Foreman	<u>\$29.12</u>	<u>\$2.62</u>	<u>\$5.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$37.61</u>
Journeyman Rodman -Pusher	<u>\$28.59</u>	<u>\$2.57</u>	<u>\$5.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$37.03</u>
Journeyman Rodman -Certified	<u>\$27.11</u>	<u>\$2.44</u>	<u>\$5.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$35.42</u>
Journeyman Rodman - 1	<u>\$24.52</u>	<u>\$2.21</u>	<u>\$4.75</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$32.10</u>
Journeyman Rodman - 2	<u>\$21.86</u>	<u>\$1.97</u>	<u>\$4.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$28.70</u>
Trainee Rodman - 1	<u>\$19.50</u>	<u>\$1.75</u>	<u>\$3.50</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$25.37</u>
Trainee Rodman - 2	<u>\$16.64</u>	<u>\$1.50</u>	<u>\$3.25</u>	<u>\$0.16</u>	<u>\$0.46</u>	<u>\$22.01</u>

- c) All Rodmen shall supply the following C.S.A. (or equal) equipment and shall maintain same in good safe working order: safety hat, pliers, safety hook, safety boots, safety belt, tie wire reel and eight metre (8m) measuring tape.

- d) Each Rodman shall carry a records book to show his/her work experience and Rodman classification. He/she shall not be allowed to work in the industry until first contacting The International Association of Bridge, Structural & Ornamental Ironworkers, Local 752, and have a records book in his/her possession.
- e) A Review Committee shall be representative of industry and shall consist of four (4) individuals consisting of two (2) representatives from the Construction Management Bureau Limited and two (2) representatives from The International Association of Bridge, Structural & Ornamental Ironworkers, Local 752.

Mandate of the Committee will be to co-ordinate training courses for the different classifications of Rodmen and review and approve movement from one (1) classification to another.

RODMEN CLASSIFICATIONS:

Foreman means a Journeyman Rodman - Certified, who has the ability to accept responsibility to take charge of the employees engaged in the actual installation of any rebar work, laying out of such work and has been appointed Foreman by his employer.

Pusher means a Journeyman Rodman placed in charge of a crew who is under the supervision and direction of the Foreman.

Journeyman Rodman - Certified is a Journeyman Rodman who has completed certification courses and through these courses is understood to have a thorough knowledge of placing drawings, placing of reinforcing steel and welded wire mesh and any other products related to his trade.

Journeyman Rodman - 1 is an individual who has completed work as a Rodman - 2 to the satisfaction of the Review Committee. He/she shall take a course of placing reinforcing steel as directed by the Review Committee. Before moving to a Journeyman Rodman – Certified, he/she shall complete a minimum of 1100 hours worked.

Journeyman Rodman - 2 is an individual who has completed work as a Trainee Rodman - 1 to the satisfaction of the Review Committee. A Journeyman Rodman - Certified will work with the Journeyman Rodman - 2 to give basic on the job familiarization. Before moving to a Journeyman Rodman – 1, he/she shall complete a minimum of 1100 hours worked.

RODMEN CLASSIFICATIONS: con't...

Trainee Rodman - 1 is an individual who has completed work as a Trainee - 2 to the satisfaction of the Review Committee. He/she shall take a course of placing reinforcing steel as directed by the Review Committee. A Journeyman Rodman - Certified will work with the Trainee Rodman - 1 to give basic on the job familiarization. Before moving to a Journeyman Rodman – 2, he/she shall complete a minimum of 1100 hours worked.

Trainee Rodman - 2 is an individual who is new to the trade and shall carry a records book in regards to his service in the trade. A Journeyman Rodman - Certified will work with the Trainee Rodman - 2 to give basic on the job familiarization. Before moving to a Trainee Rodman – 1, he/she shall complete a minimum of 1100 hours worked.

Where practical the employer will endeavour to maximize employment opportunities for Trainees - 1 & - 2.

CHAIN OF COMMAND:

Ironworkers will not as a general rule be required to take directions in reference to the work being performed other than from their Ironworker Sub-Foreman, Foreman or Superintendent.

PAID HOLIDAYS:

The following are the paid holidays: **Victoria Day, Dominion Day, Thanksgiving Day, Labour Day and Christmas Day.**

SHIFT DIFFERENTIAL:

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

PROTECTIVE CLOTHING:

Climatic protective clothing is to be supplied to the employees by the employer. Safety items and climatic protective clothing issued to the employee and signed for on the appropriate form, must be returned to the employer on termination. The replacement costs of safety items and climatic protective clothing will be borne by the employee if not returned. Deductions for same will be made off his last pay due.

TOOLS:

Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The employer to supply dry heated room or field boxes for the safekeeping and storage of employees' tools. Same to be kept securely locked.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

BENEFIT PLAN:

IRONWORKERS LOCAL 752 MAJOR MEDICAL AND DENTAL PLAN

Trustees and a professional administrator and manager have been selected for the Ironworkers Local Union 752 Benefit Plan.

The Parties hereto agree to the Benefit Plan as follows:

- (a) The trust document under which the fund is controlled shall provide for equal trustees in number and in power appointed by each of the Parties hereto.
- (b) The Benefit Fund and Plan shall be professionally administered and managed.
- (c) The employer shall deduct from the employees one dollar (\$1.00) per hour for each hour paid (i.e. one dollar (\$1.00) for each straight time hour worked and two dollars (\$2.00) for each overtime hour worked) and shall remit such money by cheque.
- (d) The cheques shall be made payable to the Ironworkers Local Union 752 Benefit Plan and forwarded to:

**Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

**Phone: (902) 455-7277
Fax: (902) 454-5936**

- (e) The Parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts as agent for the Parties. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to assess the amount of the contributions and related costs.
- (f) No grievance instituted by the Board of Trustees as agent to the Parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (g) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of Civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions and related costs.
- (h) Should any deductions be required for an authorized Pension Plan or any change occur in the Benefit Plan deductions as set forth herein these changes and amendments will form part of this Agreement, and be effective upon receipt by the employer of written notification from the Union.

PENSION PLAN:

The employer shall contribute and remit monthly to the Administrator of Record, before the tenth (10th) day of the month following, the following sum for each hour paid:

The Amount Indicated in the Wage Tables of this Appendix

The remittance shall be in such form as may reasonably be prescribed by the Administrator of Record and shall be sent to:

**Benefit Plan Administrators Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

TRANSFER OF EMPLOYEES:

Each employer reserves the right to offer any bargaining unit employees on any project the opportunity to transfer to another project, however, the employer will notify the Business Manager when employees are being moved to a project.

HEALTH AND SAFETY:

The employer shall supply, suitable for and as required by the job conditions, regulation aspirator with air supplied from a compressor while burning or welding of lead coated (painted) covered steel, aluminium grating, etc., which gives off poisonous fumes.

DIVING:

Divers shall work in pairs for safety reasons; direct communication by pull-line or similar equipment shall be maintained at all times.

UNION DEDUCTIONS:

- (a) The employer agrees to deduct and remit all Union dues and fees as are authorized by the employee in writing. Dues deductions shall be made from the first (1st) pay of each month in the amount of twenty-nine dollars (\$29.00). Remittance shall be made not later than the twenty-fifth (25th) day of each month for the month deducted. Such remittance shall be accompanied by a statement of the names of the employees from whom such monies have been deducted.
- (b) Initiation fees shall be deducted weekly in such amounts as may be notified officially in writing by Local Union 752. Remittance shall be made not later than the tenth (10th) day of the following month for the month deducted.
- (c) Local Union 752 fees in the amount of two and one-half percent (2½%) of total hourly wage rate per hour for each hour paid shall be deducted and remitted not later than the tenth (10th) day of the following month for the month deducted.
- (d) All remittances will be accompanied by a statement containing the name, Social Insurance Number and hours of work for each employee.

(e) The cheques shall be made payable to:

Ironworkers Local 752
103 - 14 McQuade Lake Crescent
Halifax, NS
B3S 1B6

Should any increases in the above (a) and/or (c) be authorized in accordance with the applicable provisions of the Union, the employer shall implement the increases upon receipt of notification from the Union.

TRAINING:

Employers are concerned about employee safety as a way of working on and off the job. We recognize that improvements may only be accomplished if every employee is determined to practice safety at all times.

Safety is a result of continuous personal education for everyone and the employers intend to carry out its work in the safest manner possible, backed by good work practices and common sense.

An accident is an unplanned and unintended event which disrupts the progress of a work place. All accidents, using this definition, result in loss, due to a job disruption, a delay and possibly time loss due to personal injury, equipment damage or material damage.

Our goal is to eliminate accidents and implement safe, healthy policies and procedures.

As a result of said policies all Rodmen working in the construction industry shall have a Certificate in his possession for the following:

- a) One (1) day course on the "Introduction to Occupational Health and Safety", for the construction worker.
- b) St. John Ambulance with CPR or equivalent.
- c) W.H.M.I.S. - "Workplace Hazardous Material Information System."

All training will be funded through the Union Training Fund.

TRAINING FUND:

It is agreed that the Parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the Parties, and that the employer shall contribute and remit sixteen cents (\$0.16) per hour to:

**The Administrator
Ironworkers Rebar Training Fund
103 - 14 McQuade Lake Crescent
Halifax, NS
B3S 1B6**

Of this remittance, two cents (\$0.02) will be forwarded to the I.I.I. (Institute of the Ironworking Industry).

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

**Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2**

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

RODERICK MACLENNAN

JOHN WILSON

APPENDIX NO. 6 - LABOURERS - INDUSTRIAL**BETWEEN****CONSTRUCTION MANAGEMENT BUREAU LIMITED**

(hereinafter referred to as the "Bureau")

- AND -

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

(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

LABOURERS								
Effective Date	Hr Rate	V&H	Benefit	Pension	Org / Stab	Co-Op Training	IIF & Stab Fund	Total
July 1, 2002	<u>\$22.62</u>	<u>\$2.04</u>	<u>\$1.10</u>	<u>\$2.15</u>	<u>\$0.28</u>	<u>\$0.52</u>	<u>\$0.46</u>	<u>\$29.17</u>
July 1, 2003	<u>\$23.27</u>	<u>\$2.09</u>	<u>\$1.35</u>	<u>\$2.25</u>	<u>\$0.38</u>	<u>\$0.72</u>	<u>\$0.46</u>	<u>\$30.52</u>
July 1, 2004	<u>\$23.86</u>	<u>\$2.15</u>	<u>\$1.60</u>	<u>\$2.35</u>	<u>\$0.53</u>	<u>\$0.92</u>	<u>\$0.46</u>	<u>\$31.87</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund, Pension Plan and the Industry Improvement Fund** of this Appendix.

SUPERVISION:

As defined under Article 1A - Industrial Definition - projects in excess of twelve million dollars (\$12,000,000):

- Foreman Premium - One dollar twenty-five cents (\$1.25) per hour over base rate
- General Foreman - Rate to be determined between General Foreman and employer
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman. When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

- Three (3) or more Foreman - 1 General Foreman.
- Foremen and General Foreman - When numbers of Labourers on site are being reduced and the number of Foremen is being reduced accordingly, such Foremen (unless they are being dismissed for cause or unless their entire crew has been laid off) shall, if they are General Foremen, be reduced to the position of non-working Foreman, and if they are non-working Foremen, shall be reduced to the level of working Foreman. Working Foremen may be laid off without being reduced to the general workforce of Labourers.

TRANSFERS - INDUSTRIAL WORK:

As defined in Article 1A - Projects in excess of twelve million dollars (\$12,000,000).

Employees transferred from Commercial/Masonry Projects to Industrial Projects in excess of twelve million dollars (\$12,000,000.00) shall be on a one (1) for one (1) ratio, maximum three (3). The ratio shall commence from the Union office. Industrial Projects {in excess of twelve million dollars (\$12,000,000.00) of short duration, (maximum of one (1) week} requiring one (1) or two (2) Labourers, employers shall have the right to transfer the first Labourer employee, the second Labourer employee shall be on referral from the Union office.

On layoff (applicable to the ratio only) the ratio shall reverse, i.e. the last employee hired or transferred shall be the first employee to be terminated.

It is also agreed that the Labour Foreman, in accordance with Industrial Projects in excess of twelve million dollars (\$12,000,000.00) shall be on referral from the Union office.

To be eligible to transfer to Industrial Projects in excess of twelve million dollars (\$12,000,000.00), Labourers shall be employed on Commercial/Masonry Projects at the time of transfer for a period of thirty (30) working days, (excluding warehouse and materials storage areas).

Failure by an employer to comply with the above shall be subject to Article 16 - Grievance Procedure.

CLASSIFICATION	PLUS RATE
Working Foreman	\$0.80
Jackhammer and Pavement Breaker	\$0.35
Vibrators, Compactors, Tempers	\$0.15
Dynamite Helper	\$0.50
Dynamite Blaster	\$1.00
Pipelayer	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot)	\$1.00
Job Service Truck	\$0.25
Creosote Work	\$0.25
Cement Finisher	\$0.60
Sandblaster (Masonry and Concrete)	\$0.50
Burner and Welder	\$0.50
Signalman	\$0.25
Concrete Bucket	Basic Rate
Carpenter Trade Tender (inc. Acoustic & Drywall)	Basic Rate
Chainsaw (if provided by employee at employer's request)	\$0.25
Terrazzo Labourer (when required)	Basic Rate
Pile Driving	Basic Rate
Pumps	Basic Rate
Tool Crib/Stores (Civil Contractors only)	Basic Rate
Forklift Operator	Basic Rate
Concrete Placer	Basic Rate
Asphalt Raker	Basic Rate
Heaters	Basic Rate
Demolition	Basic Rate
Pipe Fusion	Basic Rate
Lasers	Basic Rate
Environmental Worker	Basic Rate

These classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

HANDICAPPED:

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

OVERTIME:

Minimum overtime shall be one (1) hour at the applicable overtime rate.

The first six (6) hours of overtime in any one (1) week period, Monday to Friday, shall be paid for as time and one-half ($1\frac{1}{2}$) of the regular hourly rate including classification premiums. All additional overtime hours shall be paid for at double (2x) time the hourly rate including classification premiums.

Employees who are required to work in excess of two (2) successive hours overtime shall be provided with a meal. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period. Meal allowance shall beFifteen dollars (\$15.00).

OVERTIME (SATURDAYS, SUNDAYS, HOLIDAYS):

Labourers required by Management to work on Saturdays, Sundays or Designated Holidays shall be paid at double (2x) the regular hourly rate including classification premiums, subject to the provisions of the make-up time clause set out, below, in this Appendix.

OVERTIME HOURS:

All overtime hours shall be paid for the period (Monday to Friday) worked. The banking of overtime hours shall not be permitted.

PAID HOLIDAYS:

The following holidays shall be paid holidays: **Labour Day, Thanksgiving Day, Remembrance Day, Canada Day.**

Should employees be required to work on a paid holiday, they shall be paid in addition to the holiday pay, double time (2x) the employee's classified rate for all hours worked.

CALL OUT MINIMUM: (Pumps & Heaters)

When an employee is called out by Management to work after 8:00 a.m. on Saturday, Sunday or a Designated Holiday, or a contract holiday, he shall receive a minimum of two (2) hours' pay at double (2x) time, classification premium included.

SHIFT DIFFERENTIAL:

When Management requires two (2) or more shifts within twenty-four (24) hours, the starting time on the first shift is to be determined by the employer. With the exception that these shifts will be adjusted according to high and low schedules where work performed is controlled or affected by the tides.

- 1st shift - eight (8) hours pay for eight (8) hours worked
- 2nd shift - fifteen percent (15%) shift differential
- 3rd shift - fifteen percent (15%) shift differential

HEIGHT PAY:

Labourers required to work on scaffolds, structural steel, swinging stage, bosum chair, towers, stacks, cat walks, shall receive height pay:

0' - 49'	-	Basic hourly rate
50' - 59'	-	\$0.20 + hourly rate
60' - 79'	-	\$0.40 + hourly rate
80' - 99'	-	\$0.80 + hourly rate

An additional forty cents (\$0.40) per hour for every twenty feet (20') thereafter plus basic hourly rate.

REFERRAL OF LABOURERS:

Request for Labourers shall be placed by Management 8:00 a.m. - 5:00 p.m., the day previous to the request. If there is a request for a man to report at other than the regular starting time and he is refused work or no work is available, he will be paid four (4) hours at the regular rate of pay. If he works more than four (4) hours on that occasion, he will be paid eight (8) hours at the regular rate of pay.

INJURED ON SITE:

Labourers, when injured on the site and who require medical attention, will receive pay for the day eight (8) hours at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, he shall experience no loss of pay.

MASONRY CONSTRUCTION:

When contractors other than masonry contractors decide to perform their own masonry work on Industrial projects and utilize their Labourers as Masonry Tenders, the Labourers shall be paid in accordance with the Masonry Labourers Collective Agreement for Cape Breton Island and all conditions (monetary) shall apply.

BENEFIT PLAN:

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) Rate Contribution - Effective July 1, 2002 the employer shall make contributions at the rate of one dollar and ten cents (\$1.10) and effective July 1, 2003 one dollar and thirty-five cents (\$1.35) and effective July 1, 2004 one dollar and sixty cents (\$1.60) per hour for every hour worked.

**Administrator
Benefit Plan Administrators Limited
Tower 1, Suite 216 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

**Phone: (902) 455-7277
Fax: (902) 454-5936**

PENSION PLAN:

- (a) The Administrator of the Fund shall be:

The Administrator
Labourers' Pension Fund of Central and Eastern Canada
PO Box 40 - Station "Q"
Toronto, Ontario
M4T 1L0

- (b) It is agreed that the employer shall contribute and remit effective July 1, 2002 two dollars and fifteen cents (\$2.15) and effective July 1, 2003 two dollars and twenty-five cents (\$2.25) and effective July 1, 2004 two dollars and thirty-five cents (\$2.35) per hour worked to the Administrator of the Pension Fund on or before the tenth (10th) day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.
- (c) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) For Pension purposes thirty (30) and out shall apply.

TRAINING:

Employers and employees both recognize the need and benefits derived from training received in safety and new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local Union 1115 shall pay on a fee basis.

The funds for such training shall be provided by both employers and employees in an amount per hour, per hour earned by employees, and shall be administered by Local Union 1115 Training and Trust Fund, 226 Townsend Street, 2nd floor, Sydney, Nova Scotia, B1P 5E6.

The funds for such training shall be provided by both employers and employees in an amount of ten cents (\$0.10) per hour by the employer and ten cents (\$0.10) by the employee, per hour earned by the employee, and increased ten cents (\$0.10) per year by both employer and employee to a maximum of thirty cents (\$0.30) per hour by both employer and employee.

Effective July 1, 2002, the employer shall remit twenty cents (\$0.20) per hour paid and effective July 1, 2003 remittance shall be forty cents (\$0.40) per hour paid and effective July 1, 2004 sixty cents (\$0.60) per hour paid to:

Local Union 1115 Training and Trust Fund
226 Townsend Street, 2nd Floor
Sydney, Nova Scotia
B1P 5E6

**LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS' - EMPLOYERS
COOPERATION AND EDUCATION TRUST FUND:**

Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members.

All employers must contribute each month, by the tenth (10th) day of the following month, to the Administrator, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund an amount of thirty two cents (\$0.32) for each hour worked in that month by an employee covered by this Agreement. This contribution shall be made payable to the "Administrator, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund" and remitted to the following address:

Benefit Plan Administrators Limited
7001 Mumford Road - Suite 216, Tower 1
Halifax, NS
B3L 4N9

Phone: (902) 455-7277

Fax: (902) 454-5936

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the Parties to this Collective Agreement and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining funds shall be applied to the Welfare Plan.

The Parties hereto agree that either Party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund 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.

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

CAPE BRETON LABOUR DEVELOPMENT CO. LTD:

The employer shall deduct a total amount of twenty-five cents (\$0.25) per hour for each hour worked from the employee (including overtime hours). This deduction shall be forwarded monthly by the tenth (10th) day of the following month to:

Administrator

Cape Breton Labour Development Co. Ltd.
P.O. Box 1103
Sydney, NS
B1P 6J7

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Labourers' Development Co. Ltd.

ORGANIZING/STABILIZING FUND - LABOURERS LOCAL 1115:

All employers bound by this Agreement shall contribute, at the rate of twenty-eight cents (\$0.28) effective July 1, 2002 and effective July 1, 2003 thirty -eight cents (\$0.38) and effective July 1, 2004 fifty-three cents (\$0.53) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers' Local 1115 Organizing/Stabilizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

Employers shall remit such contributions to the Labourers' Local 1115 Organizing/Stabilizing Fund along with a list of all Labourers employees and their Social Insurance Numbers, on or before the fifteenth (15th) day of the month, to the following address:

Labourers' Local 1115 Organizing/Stabilizing Fund
Attention: The Administrator
226 Townsend Street, 2nd Floor
Sydney, NS
B1P 5E6

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

The purpose of the Organizing/Stabilizing Fund is to provide employers, upon application which has been approved in accordance with this Agreement, by representatives of the Union, with a subsidy for all hours paid by employees on cost-sensitive jobs.

The Fund may be discontinued by thirty (30) days notice from the Union, however, only after all financial arrangements are made to ensure enough monies are available to satisfy all subsidies which have been granted.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit per hour for each hour paid for the employee twenty-six cents (\$0.26) effective the 1st day of July, 1996, in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

TRANSFERRING FROM SITE TO SITE:

It is agreed that Management has the right to transfer from site to site. It is also agreed that Management will not transfer all Labourers from site when Carpenters are employed on same site, (excluding Small Jobs) when there is Labourers' work to perform. Should a Steward be transferred, the Union will be notified.

MEALS:

When a Labourer is entitled to a meal as provided in this Agreement, he will receive same benefit every four (4) hours work thereafter.

GENERAL CLEAN UP: (Including Clean Up Done in Conjunction With Other Crafts)

Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, and cleaning of all debris in the building and construction area shall be performed by Labourers. General clean up including sweeping, cleaning, washing down and wiping of construction facilities, equipment and furnishings; removal of debris, loading or burning of all debris, including crates, boxes, packaging and waste materials, washing or cleaning of interior walls, partitions, ceilings, windows, bathrooms, kitchens, lavatory and all fixtures and facilities therein, clean up, mopping, washing or dusting of all floors or areas. The employer shall have the right to hire a cleaning firm for final clean-up, providing the Business Manager is notified prior to said hiring.

HEALTH AND SAFETY:

When required to work under conditions where rain gear and rubber boots are needed, they will be provided by the employer for use at the job site. Such apparel is to remain the property of the employer and is not to be removed from the job site. Where employees are issued pre-worn rubber boots, other than new boots, the employer shall supply plastic socks for sanitary reasons. If required to work under such conditions, employees will not be penalized while waiting for such apparel.

Pile Driving (Protective Clothing/Gloves):

The employer accepts the responsibility to provide coveralls and gloves required for Labourer employees when employed in pile driving crews for working conditions which are exceptional or would lead to speedier deterioration of personal clothing than under normal or usually accepted working conditions.

The employer shall, under the above conditions, supply leather work gloves. These gloves shall remain the property of the employer and shall not be removed from the work site.

TRAINING (UNFAMILIAR EQUIPMENT):

Persons instructing Labourers in the operation of unfamiliar equipment may operate the equipment in the course of instruction.

POWDERMAN HELPER:

There shall be a Powderman helper when blasting is being performed on a generally continuous basis.

WORK ASSIGNMENTS:

Labourers shall generally receive work assignments from Labour Foremen, however, when they are assigned to work under other Trade Foremen, they shall receive work assignments from such other Trade Foremen.

CONSTRUCTION INDUSTRY:

This Agreement covers Labourers engaged in the construction industry, site clearing, ten (10) acres or less, excepting street and highway construction.

CONCRETE POURS:

When concrete pours commence before 8:00 a.m. and completed anytime before the normal quitting time (4:30 p.m.), employees shall remain on the project and complete their shift in accordance with Article 13 - Reporting Time.

Lunch Break Period:

When employees are required to continue a concrete pour which interferes with the normal lunch break (12:00/12:30 p.m.), they shall receive one-half ($\frac{1}{2}$) hour at time and one-half ($\frac{1}{2}$) the regular rate of pay and shall be permitted to take a ten (10) minute break when that pour is completed.

SEVERANCE PAY:

Article 7 not applicable to Labourers who are not employed for a period of five (5) consecutive days.

JOB STEWARDS:

Subject to all other items and conditions of this Agreement, the Steward shall be the last man remaining on the job/shop.

The loading and unloading and transportation of all building materials from all job sites to the employer's warehouse and vice versa shall be performed by members of the Labourers' Union.

MAKE-UP TIME:

Employees, due to adverse weather conditions only, who lose time during the normal scheduled hours of work (Monday through Friday), shall have the option to work Saturday at the regular hourly straight time rate of pay up to a total of forty (40) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a forty (40) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a forty (40) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

FREE ZONE/DAILY TRAVEL/BOARD:

This clause shall prevail to the extent that it modifies and expands the provisions of Article 15 - Subsistence of the Collective Agreement.

There shall be a radius of seventy-two (72) kilometres designated as a Free Zone encompassing Construction Projects on Cape Breton Island. Travel allowance will not apply to employees travelling and working within the designated Free Zone of seventy-two (72) kilometres.

Employees residing seventy-two (72) kilometres to eighty-nine (89) kilometres shall receive a travel allowance of eleven dollars (\$11.00) per day worked. Employees residing eighty-nine (89) kilometres and beyond shall receive a travel allowance of twenty-six dollars (\$26.00) per day worked.

Alternatively, when the employee is required by the employer to travel overnight or for any length of time, adequate room and board authorized by the employer shall be paid for by the employer, or as set out below:

	<u>July 1, 2002</u>	<u>July 1, 2003</u>	<u>July 1, 2004</u>
<u>5 – 8 hour days</u>	<u>\$62.00</u>	<u>\$63.00</u>	<u>\$64.00</u>
<u>4 – 10 hour days</u>	<u>\$77.50</u>	<u>\$78.75</u>	<u>\$80.00</u>

Travel during working hours shall be provided or paid for by the employer, or, where an employee uses his own vehicle at the employer's request, he shall be paid mileage allowance of thirty-eight cents (\$0.38) per mile return.

In lieu of mileage an employee who has a permanent place of residence more than sixty-four (64) kilometres beyond the outside limit of the free zone shall receive the sum of fifty-one dollars (\$51.00) per day worked as subsistence allowance, 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.

INDUSTRIAL PROJECTS (CAMPS):

On projects in excess of twelve million dollars (\$12,000,000.00) as defined in Article 1A, where camp facilities are provided, Labourer employees shall have the opportunity to take up residence in the camp at no cost to the employee for room and board. All employees who take up residence in the camp agree to strictly abide by camp regulations which are now or may hereafter be posted.

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

DOUGLAS SERROUL

**APPENDIX NO. 6“A” - LABOURERS - INDUSTRIAL
ROCK & TUNNEL CONSTRUCTION ONLY**

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
(hereinafter referred to as the "Bureau")

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION 1115**
(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

LABOURERS (ROCK & TUNNEL)								
Effective Date	Hr Rate	V&H	Benefit	Pension	Org / Stab	Co-Op Training	IIF & Stab Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$25.37</u>	<u>\$2.28</u>	<u>\$1.10</u>	<u>\$2.15</u>	<u>\$0.32</u>	<u>\$0.52</u>	<u>\$0.46</u>	<u>\$32.20</u>
<u>July 1, 2003</u>	<u>\$26.01</u>	<u>\$2.34</u>	<u>\$1.35</u>	<u>\$2.25</u>	<u>\$0.42</u>	<u>\$0.72</u>	<u>\$0.46</u>	<u>\$33.55</u>
<u>July 1, 2004</u>	<u>\$26.61</u>	<u>\$2.39</u>	<u>\$1.60</u>	<u>\$2.35</u>	<u>\$0.57</u>	<u>\$0.92</u>	<u>\$0.46</u>	<u>\$34.90</u>

In addition to the above hourly rates the employer shall pay the amounts set out in the **Benefit, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund, Pension Plan and the Industry Improvement Fund** of this Appendix.

HANDICAPPED:

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

ROCK & TUNNEL CONSTRUCTION/DEVELOPMENT:

1. This Appendix shall only apply to all tunnels, shafts, chambers and any other underground excavation, but this does not include tunnel work which is incidental to open-cut work for sewer and watermain construction.
2. The provision of this Appendix where inconsistent with the provisions in the Agreement of the regular Appendix, shall apply for Tunnel Construction.
3. Regular Hours of Work and Overtime:
 - (a) The normal work week shall be eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. and 6:00 p.m.
 - (b) Work after eight (8) hours per day, Monday to Friday inclusive, shall be paid for at double (2x) the straight time rate of pay for such work.
 - (c) Work on Saturdays, Sundays and statutory holidays shall be paid for at double (2x) the straight time rate of pay for such work.
4. **Shift Work and Special Provisions:**
 - (a) The normal work week of the second shift of a two (2) shift operation shall be eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 p.m. and 6:00 a.m.
 - (b) Work after seven (7) hours per day on the second shift of a two (2) shift operation, Monday to Friday inclusive, shall be paid for at double (2x) the straight time rate of pay for such work.
 - (c) Work on Saturdays, Sundays and statutory holidays shall be paid for at double (2x) the straight time rate of pay for such work, except that shifts starting on Friday and continuing into Saturday shall be considered as if all hours were worked on Friday.
 - (d) Employees on the second shift of a two (2) shift operation shall be paid a shift premium rate of fifteen percent (15%).
 - (e) Employees on shift work shall rotate shifts at the end of each week.

(f) Higher Wage Rates: Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher hourly wage classification he shall be paid the higher rate for the entire shift.

5. Premium Rates in Compressed Air:

The following sliding scale of premium rates shall apply to workers in compressed air unless changes are effected in the underground industry after April 30, 1976, in which case the new rates would apply:

<i>Air Pressure</i>	<i>Premium Per Shift</i>
1 - 14 lbs.	\$15.00
15 - 20 lbs.	\$17.00

Rest periods when working under air pressure are to be paid as required by law and no deduction will be made for lunch break falling in the rest period between the two (2) working periods.

6. The employer agrees to notify the Union of any incentive bonus system before implementing it.

7. Underground Work - Special Provisions:

Smoke time will be determined by the conditions which exist at the particular time of blasting - weather, wind ventilation, etc. After blasting operations, work will be resumed at the discretion of the shift boss, however, a minimum of five (5) minutes smoke time will be allowed. Any grievance arising from smoke clearing time will be referred to a grievance committee equally representative of labour and management for safety.

Rubber boots, rubber clothing and rubber or insulated gloves of suitable quality and, where necessary, ear muffs or equivalent will be issued by the employer.

When replacement of rubber clothing, rubber boots or rubber gloves (of suitable quality) is required due to excessive wear or accident, the employer will supply same to employees at no additional cost.

Heated dry rooms, complete with showers, shall be provided. There shall be at least one (1) showerhead for every three (3) men on any one shift and sufficient hot water shall be provided so that every employee will be able to take a hot shower. Soap and hand cleaner will be supplied in the dry rooms.

WAGE RATES:

The following rates of pay per hour shall be paid for all work done in tunnels, shafts, chambers and other underground excavations:

Underground Labourer	Base Rate + \$0.50
Dynamite Handler	Base Rate + \$0.50
Chuck Tender	Base Rate + \$0.50
Miner	Base Rate + \$1.00
Timberman	Base Rate + \$1.00
Tunnel Mole Driver	Base Rate + \$1.00
Muck Excavator	Base Rate + \$1.00
Tunnel Shield Driver	Base Rate + \$1.00
Powderman	Base Rate + \$1.00
Loco Driver	Base Rate + \$1.00
Track Men	Base Rate + \$1.00
Lock Tender	Base Rate + \$1.00
Jackleg And Stoper Driller	Base Rate + \$1.00
Drill Doctors	Base Rate + \$1.00
Raise And Shaft Miner	Base Rate + \$1.00
Shotcrete	Base Rate + \$1.00
Airtrac	Base Rate + \$1.00
Lead Miner	Miner + 10%
<u>Environmental</u>	<u>Basic Rate</u>

PAID HOLIDAYS:

The following are the Paid Holidays: **New Year's Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.**

BENEFIT PLAN:

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) Rate Contribution - Effective July 1, 2002, the employer shall make contributions at the rate of one dollar and ten cents (\$1.10), and effective July 1, 2003 one dollar and thirty-five cents (\$1.35), and effective July 1, 2004 one dollar and sixty cents (\$1.60) per hour for every hour worked.

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

PENSION PLAN:

The Administrator of the Fund shall be:

The Administrator
Labourers' Pension Fund of Central and Eastern Canada
30 Drewry Avenue, Suite 200
PO Box 69
Willowdale, Ontario
M2M 4C4

- (a) It is agreed that the employer shall contribute and remit effective July 1, 2002 two dollars and fifteen cents (\$2.15) and effective July 1, 2003 two dollars and twenty-five cents (\$2.25) and effective July 1, 2004 two dollars and thirty-five cents (\$2.35) per hour worked to the Administrator of the Pension Fund on or before the tenth (10th) day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.

- (b) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (c) For Pension purposes thirty and out shall apply.

TRAINING:

Employers and employees both recognize the need and benefits derived from training received in safety and new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and when space is available, for owners, part owners, senior management and middle management of firms employing Union members. Individuals who are not members of Local Union 1115 shall pay on a fee basis.

The funds for such training shall be provided by both employers and employees in an amount per hour, per hour earned by employees, and shall be administered by Local Union 1115 Training and Trust Fund, 226 Townsend Street, 2nd floor, Sydney, Nova Scotia, B1P 5E6.

The funds for such training shall be provided by both employers and employees in an amount of ten cents (\$0.10) per hour by the employer and ten cents (\$0.10) by the employee, per hour earned by the employee, and increased ten cents (\$0.10) per year by both employer and employee to a maximum of thirty cents (\$0.30) per hour by both employer and employee.

Effective July 1, 2002, the employer shall remit twenty cents (\$0.20) per hour paid and effective July 1, 2003 remittance shall be forty cents (\$0.40) per hour paid and effective July 1, 2004 sixty cents (\$0.60) per hour paid to:

Local Union 1115 Training and Trust Fund
226 Townsend Street, 2nd Floor
Sydney, Nova Scotia
B1P 5E6

LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS' – EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:

Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members.

All employers must contribute each month, by the tenth (10th) day of the following month, to the Administrator, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund an amount of thirty-two cents (\$0.32) for each hour worked in that month by an employee covered by this Agreement. This contribution shall be made payable to the "Administrator, Labourers Training Fund" and remitted to the following address:

**Administrator
Benefit Plan Administrators Limited**
7001 Mumford Road - Suite 216, Tower 1
Halifax, NS
B3L 4N9

Phone: (902) 455-7277

Fax: (902) 454-5936

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining funds shall be applied to the Welfare Plan.

The parties hereto agree that either party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund 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.

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

CAPE BRETON LABOUR DEVELOPMENT CO. LTD.:

The employer shall deduct a total amount of twenty-five cents (\$0.25) per hour for each hour worked from the employee (including overtime hours). This deduction shall be forwarded monthly by the tenth (10th) day of the following month to:

Administrator
Cape Breton Labour Development Co. Ltd.
PO Box 1103
Sydney, NS
B1P 6J7

Neither the Union nor the Bureau shall incur, any legal liability with regard to claims arising from the Labourers' Development Co. Ltd.

ORGANIZING / STABILIZATION FUND - LABOURERS LOCAL 1115:

All employers bound by this Agreement shall contribute, at the rate of thirty-two cents (\$0.32) effective July 1, 2002 and effective July 1, 2003 forty-two cents (\$0.42) and effective July 1, 2004 fifty-seven cents (\$0.57) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers' Local 1115 Organizing/Stabilization Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

Employers shall remit such contributions to the Labourers' Local 1115 Organizing/Stabilization Fund along with a list of all Labourers employees and their Social Insurance Numbers, on or before the fifteenth (15th) day of the month, to the following address:

Labourers' Local 1115 Organizing/Stabilization Fund
Attention: The Administrator
226 Townsend Street, 2nd Floor
Sydney, NS
B1P 5E6

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

The purpose of the Organizing/Stabilization Fund is to provide employers, upon application which has been approved in accordance with this Agreement, by representatives of the Union, with a subsidy for all hours paid by employees on cost-sensitive jobs.

The Fund may be discontinued by thirty (30) days notice from the Union, however, only after all financial arrangements are made to ensure enough monies are available to satisfy all subsidies which have been granted.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of this Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

JIM WILKIE

DOUGLAS SERROUL

GREIG MACLEOD

APPENDIX NO. 7 - MILLWRIGHTS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

MILLWRIGHTS & MACHINE ERECTORS
LOCAL UNION 1178
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

MILLWRIGHTS								
Effective Date	Hr. Rate	V. & H.	H. & W.	Pension*	Promo	Training	I.I.F. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$26.94</u>	<u>\$2.42</u>	<u>\$1.00</u>	<u>\$5.28</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$36.70</u>
<u>July 1, 2003</u>	<u>\$27.91</u>	<u>\$2.51</u>	<u>\$1.00</u>	<u>\$5.47</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$37.95</u>
<u>July 1, 2004</u>	<u>\$28.88</u>	<u>\$2.60</u>	<u>\$1.00</u>	<u>\$5.66</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$39.20</u>

***18% of Gross Hourly and Vacation & Holiday**

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit and Pension Plans, Industry Improvement Fund, Training Fund and Millwright Local 1178 Promotion Fund** of this Appendix.

SUPERVISION:

- Foreman Premium - \$1.75
- From 3 - 6 employees - 1 working Foreman
- From 7 - 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foremen - 1 General Foreman. Rate to be determined between employer and employee.

APPRENTICES:

NOTE: Wage Rates Effective July 1/02 - June 30/05

MILLWRIGHTS								
<u>July 1, 2002</u>	Hr. Rate	V. & H	H. & W.	Pension*	Promo	Train.	ILF. & Stab. Fund	Total Pkg.
1st Year 60%	<u>\$16.05</u>	<u>\$1.44</u>	<u>\$1.00</u>	<u>\$3.15</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$22.70</u>
2nd Year 70%	<u>\$18.79</u>	<u>\$1.69</u>	<u>\$1.00</u>	<u>\$3.68</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$26.22</u>
3rd Year 80%	<u>\$21.49</u>	<u>\$1.93</u>	<u>\$1.00</u>	<u>\$4.22</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$29.70</u>
4th Year 90%	<u>\$24.21</u>	<u>\$2.18</u>	<u>\$1.00</u>	<u>\$4.75</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$33.20</u>

***18% of Gross Hourly and Vacation & Holiday**

Ratio: One (1) Apprentice to every three (3) Journeymen (1:3).

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple 60%, 70%, 80%, 90% of the Millwright Journeymen's hourly rate.

NOTE: Wage Rates Effective July 1/02 - June 30/05

MILLWRIGHTS								
<u>July 1, 2003</u>	Hr. Rate	V. & H	H. & W.	Pension*	Promo	Train.	IIF. & Stab. Fund	Total Pkg.
1st Year 60%	<u>\$16.62</u>	<u>\$1.50</u>	<u>\$1.00</u>	<u>\$3.27</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$23.45</u>
2nd Year 70%	<u>\$19.46</u>	<u>\$1.75</u>	<u>\$1.00</u>	<u>\$3.83</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$27.10</u>
3rd Year 80%	<u>\$22.26</u>	<u>\$2.00</u>	<u>\$1.00</u>	<u>\$4.38</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$30.70</u>
4th Year 90%	<u>\$25.08</u>	<u>\$2.26</u>	<u>\$1.00</u>	<u>\$4.93</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$34.33</u>

***18% of Gross Hourly and Vacation & Holiday**

Ratio: One (1) Apprentice to every three (3) Journeymen (1:3).

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple 60%, 70%, 80%, 90% of the Millwright Journeymen's hourly rate.

NOTE: Wage Rates Effective July 1/02 - June 30/05

MILLWRIGHTS								
<u>July 1, 2004</u>	Hr. Rate	V&H	H&W	Pension*	Promo	Train.	IIF & Stab Fund	Total Pkg.
1st Year 60%	<u>\$17.21</u>	<u>\$1.55</u>	<u>\$1.00</u>	<u>\$3.38</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$24.20</u>
2nd Year 70%	<u>\$20.15</u>	<u>\$1.81</u>	<u>\$1.00</u>	<u>\$3.96</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$27.98</u>
3rd Year 80%	<u>\$23.04</u>	<u>\$2.07</u>	<u>\$1.00</u>	<u>\$4.53</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$31.70</u>
4th Year 90%	<u>\$25.96</u>	<u>\$2.34</u>	<u>\$1.00</u>	<u>\$5.10</u>	<u>\$0.10</u>	<u>\$0.50</u>	<u>\$0.46</u>	<u>\$35.46</u>

***18% of Gross Hourly and Vacation & Holiday**

Ratio: One (1) Apprentice to every three (3) Journeymen (1:3).

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple 60%, 70%, 80%, 90% of the Millwright Journeymen's hourly rate.

HIRING:

On hiring, for the first eight (8) employees, per job, the employer may name-hire the odd numbered employees (ie. the 1st, 3rd, 5th and 7th) and the Union may refer the even numbered employees (ie. the 2nd, 4th, 6th and 8th). After eight (8) employees, per job, all employees will be referred from the Union. On lay-off, employees may be laid off at the discretion of the employer until such time as the numbers of employees name-hired and referred by the Union are equal. At that point the odd numbered employees laid off (ie. the 1st, 3rd, etc.) shall be employees referred from the Union and the even numbered employees (ie. the 2nd, 4th, etc.) shall be employees name-hired. Thus the second (2nd) to last man shall be a referred man and the last man shall be name-hired.

SHIFT DIFFERENTIAL:

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

TOOL CRIB:

In the event that the employer considers it necessary to set up an independent Millwright tool crib on the site, the Millwrights shall have jurisdiction over such tool crib.

SUPPLEMENTARY UNION DUES CHECK-OFF:

The employer shall deduct supplementary Union Dues in the amount of twenty-five cents (\$0.25) per hour worked plus four percent (4%) (*and effective September 1, 2002, 25¢/hr + 4.6%*) of the gross wages of the employee, excluding any allowance paid for room and board.

The employer shall remit such deductions not later than the fifteenth (15th) day of the month following the month of earnings by the employee to:

Financial Secretary
Millwright Local 1178
6070 Lady Hammond Road
Halifax, Nova Scotia
B3K 2R6

CHAIN OF COMMAND:

Millwrights will not be required to take directions in reference to the work being performed other than from their Millwright Foreman, when such Foreman is appointed.

TOOLS:

Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The employer agrees to furnish a heated, dry, locked facility for the safekeeping of all Millwright tools and tool boxes on all jobs, same to be kept locked when Millwrights are not working. Storage of tools and tool boxes must be in such a way as to prevent damage.

Employees' tools legitimately damaged while performing work for the employer shall be replaced, repaired or a sum equivalent to the value of the tools shall be paid by the employer within seven (7) days of the reported damage. The above applicable provided such damage is not due to any negligence on the part of the employee and that the damaged tool is returned to the employer. Abuse of this provision by employees may result in disciplinary action.

PROTECTIVE CLOTHING:

The employer shall supply approved safety helmets and such other safety equipment (excluding safety boots), as the employee is not required to provide. When necessary, the employer shall supply rain suits and rubber boots at no charge to the employees. The employer shall supply, when necessary, acid and corrosive protective clothing, hat liners, safety glasses, gloves and burning goggles for welding and gas cutting operations.

On work which is abnormally dirty, the employer shall make available coveralls, same to remain the property of the employer, cost to be deducted from employees' pay if not returned.

BENEFIT PLAN:

The parties hereto agree on a welfare fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for Trustees of the Union and Management, equal in number and power.
- (b) The employer shall make contributions at the rate of one dollar (\$1.00) per hour for each hour paid.

- (c) The Welfare Plan shall be administered as determined by the Trustees and all monies so accrued during a calendar month will be payable not later than the tenth (10th) day of the month following to:

**Millwrights Welfare Plan Trust Fund of Nova Scotia
c/o Benefit Plan Administrators Limited
Suite 216, Tower 1, 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Benefit Plan.
- (f) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees as agent to the parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (i) 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.

PENSION PLAN:

It is agreed that provisions for a Pension Plan will be implemented under the same conditions as the Benefit Plan. The employer shall contribute, as identified in the wage tables, to:

Millwrights Local 1178 Pension Plan
c/o Benefit Plan Administrators Limited
Suite 216, Tower 1
7001 Mumford Road
Halifax, NS
B3L 4N9

TRAINING FUND:

It is agreed that the Parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the parties, and that the employer shall contribute and remit fifty cents (\$0.50) per hour paid to:

The Administrator
Millwright 1178 Training Fund
6070 Lady Hammond Road
Halifax, NS
B3K 2R6

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

MILLWRIGHT 1178 PROMOTION FUND:

It is agreed that the Parties shall institute a Promotion Fund to be governed and controlled by the Union and that the employer shall contribute and remit ten cents (\$0.10) per hour paid to:

**The Administrator
Millwright 1178 Promotion Fund
6070 Lady Hammond Road
Halifax, NS
B3K 2R6**

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

IAN MACISAAC

APPENDIX NO. 8“A” - OPERATING ENGINEERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
(hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 721
(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. &H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
GROUP 1	\$26.07	\$2.35	\$1.35	\$4.00	\$0.75	\$0.46	\$34.98
GROUP 2	\$25.61	\$2.30	\$1.35	\$4.00	\$0.75	\$0.46	\$34.47
GROUP 3	\$24.61	\$2.21	\$1.35	\$4.00	\$0.75	\$0.46	\$33.38
GROUP 4	\$24.39	\$2.20	\$1.35	\$4.00	\$0.75	\$0.46	\$33.15
GROUP 5	\$24.16	\$2.17	\$1.35	\$4.00	\$0.75	\$0.46	\$32.89

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. &H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
GROUP 1	<u>\$26.30</u>	<u>\$2.37</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$36.23</u>
GROUP 2	<u>\$25.83</u>	<u>\$2.33</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$35.72</u>
GROUP 3	<u>\$24.83</u>	<u>\$2.24</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$34.63</u>
GROUP 4	<u>\$24.62</u>	<u>\$2.22</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$34.40</u>
GROUP 5	<u>\$24.39</u>	<u>\$2.19</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$34.14</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V. &H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
GROUP 1	<u>\$26.94</u>	<u>\$2.43</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$37.48</u>
GROUP 2	<u>\$26.48</u>	<u>\$2.38</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$36.97</u>
GROUP 3	<u>\$25.48</u>	<u>\$2.29</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$35.88</u>
GROUP 4	<u>\$25.27</u>	<u>\$2.27</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$35.65</u>
GROUP 5	<u>\$25.03</u>	<u>\$2.25</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$35.39</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

SUPERVISION:

The Master Mechanic shall receive seventy-five cents (\$0.75) above the Group 1 rate.

When seven (7) to fourteen (14) Operating Engineers are working on site (excluding Survey Crew personnel) a Foreman may be appointed as required. When more than fourteen (14) Operating Engineers are working on the site (excluding Survey Crew personnel) a Foreman must be appointed.

•Foreman shall receive - One Dollar and Sixty Cents (\$1.60)

GROUP 1:

Operators of mobile truck cranes (conventional or hydraulic); crawler and rough terrain cranes, power derricks, gantry cranes and all similar type equipment twenty-five (25) ton capacity and over. Overhead and bridge type cranes fifty (50) ton capacity and over; dimbing, skyway and tower type cranes; chimney hoists, heavy duty mechanics, machinists, welders, backhoes (excavators), mine hoists, caisson boring (over 25 H.P.) multiple drum hoists and side booms.

GROUP 2:

Operators of man and material hoists; mono rail; winches; air tuggers; temporary heating plants; compressors "400 CFM and over" or two or more in bank, crushers; batching plants; concrete pumps and group pumps; bulldozers; tractors; scrapers; graders; front end loaders; and all similar equipment, operators of mobile cranes (conventional or hydraulic), crawler and rough terrain cranes, power derricks, gantry cranes and all similar type equipment under twenty-five (25) ton capacity. Single drum hoist, overhead and bridge type cranes under fifty (50) ton capacity, boom trucks (dual purpose with cable and 360 degree swing), tractor trailer, low bed and flatbed, hydro blasting operations truck and blower truck.

GROUP 3:

Operators of compressors "under 400 CFM capacity"; well point systems "including installation"; concrete mixers "1 cu. yard capacity" and over; forklifts eight foot (8') lifting height and over; caisson boring machines "25 HP and under"; drill rigs, gas, diesel or steam driven generators "over 50 HP portable", and all similar equipment; firemen without license; service repair mechanics and tandum trucks; operators of pumps 4" discharge and over, off-highway trucks, rock wagons, industrial type tractors with excavating attachments, vacuum truck.

GROUP 4:

Operators of boom trucks - Hiab type; A-frames; rollers on grade work; forklifts "under 8' lifting height"; driver mounted compaction nits; multiple stage concrete conveyors; portable gas or oil burning temporary heating units and similar equipment; truck crane drivers; deck hands; crusher operator assistants.

GROUP 5:

Operators of pumps under 4" discharge; grease trucks; oilers; mechanics; helpers.

MANNING OF CRANES:

- a) Mobile truck cranes, cable and crawler cranes fifty (50) ton capacity and over, are to be manned by an Operator and a Driver/Oiler.
- b) All mobile truck cranes, hydraulic type with telescoping boom over eighty (80) tons are to be manned by an Operator and a Driver.

Where the manning clause does not require a Driver/Oiler, it is agreed that when such cranes require the services of a Driver/Oiler to move the crane or assist in the setting up of the crane, then such cranes will be manned by an Operator and a Driver/Oiler to complete such tasks as required, it is further agreed that the entire cranes crew will be members of Local 721, International Union of Operating Engineers.

PREMIUMS:

- (a) A premium shall be paid to Operators of mobile truck cranes (conventional or hydraulic), crawler cranes, rough terrain cranes, power derricks and gantry cranes, on the following basis:

Three-quarters ($\frac{3}{4}$) of a cent per hour times the capacity of the crane up to a maximum of one dollar and fifty cents (\$1.50) per hour. e.g. 100 ton crane = $\frac{3}{4}$ of a cent x 100 = seventy-five cents (\$0.75) per hour.

- (b) Tower crane Operators shall be paid a premium of fifty cents (\$0.50) per hour.

PAID HOLIDAYS:

The following are paid holidays: **New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.**

SHIFT DIFFERENTIAL:

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

OPERATING SCHEDULE:

If an Operator is regularly assigned to a machine from Monday through Friday in a given week and productive work is required after the normal hours of work on the Saturday or Sunday of that week, such Operator will be assigned to such particular machine for such Saturday or Sunday work.

An Operator will not be required to operate more than two (2) different machines in an eight (8) hour period.

SUB-CONTRACTOR:

The employer agrees that it will not sub-contract work to any contractor who is not under Collective Agreement with the appropriate signatory Building Trades Union.

PROTECTIVE CLOTHING:

Rain gear, as required, to be supplied by the employer. Coveralls shall be supplied to Mechanics, Servicemen and Welders to a maximum of four (4) per year. Welding gloves and masks shall be supplied as required.

MISCELLANEOUS:

The employer will provide a shelter for major repairs.

APPRENTICES:

The ratio of Apprentices to Operators or Mechanics shall be:

<u>Two (2) to eight (8) Operators</u>	<u>- One (1) Apprentice</u>
<u>Nine (9) to sixteen (16) Operators</u>	<u>- Two (2) Apprentices</u>
<u>Seventeen (17) to twenty-four Operators</u>	<u>- Three (3) Apprentices</u>
<u>Twenty-five (25) to thirty-two (32) Operators</u>	<u>- Four (4) Apprentices</u>

Apprentice must be hired no later than the seventh (7th) employee, the eleventh (11th) employee, the twentieth (20th) employee, the twenty-ninth (29th) employee, and so on.

One (1) to five (5) Mechanics - One (1) Apprentice

Six (6) to ten (10) Mechanics - Two (2) Apprentices

Apprentice must be hired on at the same time as the second (2nd) Mechanic, and so on.

1st 1300 hours - 55% (or \$10.00 per hour, whichever is greater)

2nd 1300 hours - 65% (or \$12.00 per hour, whichever is greater)

3rd 1300 hours - 75%

4th 1000 hours - 85%

5th 1000 hours - 95%

Upon successful completion of the Operating Engineers training course, a new Apprentice will be credited as entering the trade at the second (2nd) 1300 hour level. Only those members who are trained at the Operating Engineers Training School, shall enter the Apprenticeship Program.

All cranes on pile driving jobs will require an Apprentice with the Operator.

A new person joining the Union shall have ninety (90) days to pass programs to enter the Operating Engineers Apprenticeship Program.

Apprentice Mechanics will be allowed time off to attend school and courses relating to their profession. Such time off shall not constitute a lay-off from work.

BENEFIT PLAN:

The Parties hereto agree to the Operating Engineers, Local 721 and 721B Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled, shall provide for equal employer and Union Trustees in number and power.
- (b) The employer shall make contributions at the rate of one dollar thirty-five cents (\$1.35) per hour for each hour worked. By the tenth (10th) day of the month following the month for which contributions were made, the employer shall remit such contributions to:

Operating Engineers, Local 721 and 721B Benefit Plan
251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

- (c) The Benefit Plan to be established, shall be professionally administered.
- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Benefit Plan.
- (f) The Parties hereto agree that the Board of Trustees, appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan, shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees, as Agent to the Parties pursuant to this Article, shall be defeated on the basis of any technical or procedural objection as to arbitrability including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement, or the Board of Trustees, to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.

(i)

**Administrator
Benefit Plan Administrators Limited
Suite 216, Tower 1, 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

- (j) It is agreed that provisions for an increase in the Benefit Plan will be implemented, if so desired by Local 721 and Local 721B, with the employer contributions to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

PENSION PLAN:

It is agreed that provisions for a Pension Plan will be implemented under the same contributions as the Benefit Plan. By the tenth (10th) day of the month following the month for which the contributions were made, the employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to:

Operating Engineers, Local 721 and 721B Pension Plan
251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

It is agreed that provisions for an increase in the Pension Plan will be implemented, if so desired by Local 721, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice.

It is agreed that this Benefit Plan provision also applies to APPENDIX 8“B” of this Agreement.

TRAINING FUND:

Effective July 1, 2002, the employer shall remit for each hour paid for each employee, seventy-five cents (\$0.75) and effective July 1, 2003 one dollar (\$1.00). The employer shall remit the monies so contributed each month, in the form of a cheque made payable to "The Operating Engineers Training Fund", no later than the tenth (10th) day of the following month. These remittances will be sent to the International Union of Operating Engineers, Local 721, 251 Brownlow Ave., Dartmouth, Nova Scotia B3B 2A9.

JOINT APPRENTICESHIP COMMITTEE:

The Parties, Union and Management, agree that a Joint Apprenticeship Committee (J.A.C.) is to be formed. The J.A.C. will be composed of up to three (3) nominees each from Union and Management. Operating Engineer Local 721 and the Operating Engineers Trade Classification of the Bureau are empowered to appoint (and/or remove) nominees to serve on the J.A.C.

The J.A.C. will hold its first meeting within thirty (30) days of the signing of this Agreement, and thereafter shall meet on a quarterly basis, or as the Committee deems fit.

The Committee shall recommend appropriate Apprentice ratios.

The Committee may also recommend sequences of work experience and/or on-the-job training to ensure a well-rounded and competitive apprenticeship for Operating Engineers.

Voting power shall, at all meetings of the J.A.C., be equally divided between Union and Management nominees, with three (3) votes being exercised by the Union nominees, and three (3) votes being exercised by the Bureau nominees, each set of three (3) being equally divided amongst the relevant Union or Bureau nominees present at the meeting.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

This Agreement does not cover asphalt paving and work preparatory to paving such as spreading gravel and grading.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

SIGNATORIES

FOR THE EMPLOYER

GREIG MACLEOD

FOR THE UNION

KENNETH ESTABROOKS

KEVIN MACDONALD

APPENDIX NO. 8“B” - OPERATING ENGINEERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 721 (SURVEY CREW)
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Total Pkg.</u>
Instrument Man Survey Assistant (Rodmen/ Chainmen)	<u>\$25.51</u>	<u>\$2.30</u>	<u>\$1.35</u>	<u>\$4.00</u>	<u>\$0.75</u>	<u>\$0.46</u>	<u>\$34.37</u>
0 - 6 mos.	<u>\$19.91</u>	<u>\$1.79</u>	<u>\$1.35</u>	<u>\$4.00</u>	<u>\$0.75</u>	<u>\$0.46</u>	<u>\$28.26</u>
6 - 12 mos.	<u>\$21.58</u>	<u>\$1.94</u>	<u>\$1.35</u>	<u>\$4.00</u>	<u>\$0.75</u>	<u>\$0.46</u>	<u>\$30.08</u>
Over 12 mos.	<u>\$23.13</u>	<u>\$2.08</u>	<u>\$1.35</u>	<u>\$4.00</u>	<u>\$0.75</u>	<u>\$0.46</u>	<u>\$31.77</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

An Organizing Fund shall be deducted from the hourly rate at twenty-five cents (\$0.25) per hour paid as set out in the Appendix.

Party Chief shall receive fifty-five cents (\$0.55) above the Instrument Man.

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>LLF. & Stab. Fund</u>	<u>Total Pkg.</u>
Instrument Man Survey Assistant (Rodmen/Chainmen)	<u>\$25.74</u>	<u>\$2.32</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$35.62</u>
0 - 6 mos.	<u>\$19.91</u>	<u>\$1.79</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$29.26</u>
6 - 12 mos.	<u>\$21.63</u>	<u>\$1.95</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$31.14</u>
Over 12 mos.	<u>\$23.25</u>	<u>\$2.09</u>	<u>\$1.35</u>	<u>\$4.75</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$32.90</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

An Organizing Fund shall be deducted from the hourly rate at twenty-five cents (\$0.25) per hour paid as set out in the Appendix.

Party Chief shall receive fifty-five cents (\$0.55) above the Instrument Man.

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Train.</u>	<u>LLF. & Stab. Fund</u>	<u>Total Pkg.</u>
Instrument Man Survey Assistant (Rodmen/Chainmen)	<u>\$26.39</u>	<u>\$2.37</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$36.87</u>
0 - 6 mos.	<u>\$20.32</u>	<u>\$1.83</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$30.26</u>
6 - 12 mos.	<u>\$22.10</u>	<u>\$1.99</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$32.20</u>
Over 12 mos.	<u>\$23.78</u>	<u>\$2.14</u>	<u>\$1.35</u>	<u>\$5.30</u>	<u>\$1.00</u>	<u>\$0.46</u>	<u>\$34.03</u>

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Training Fund and the Industry Improvement Fund** of this Appendix.

An Organizing Fund shall be deducted from the hourly rate at twenty-five cents (\$0.25) per hour paid as set out in the Appendix.

Party Chief shall receive fifty-five cents (\$0.55) above the Instrument Man.

SURVEY ASSISTANT QUALIFICATIONS:

The monthly periods refer to the individual's personal work history as a Survey Assistant and relevant educational training may be substituted for actual work experience.

PARTY CHIEF:

Where there are more than two (2) Survey Crews on the job site, there shall be a Party Chief designated.

The Party Chief will report directly to the Engineering Department.

It is agreed that a Rodman or Chainman will work with the Instrument Man where job conditions warrant a general Survey Crew operation.

SURVEY CREW RESPONSIBILITIES:

It is agreed that the Survey Crew personnel may be required to perform the following functions in addition to other normal functions of the Survey Crew personnel:

- quantity take-off work
- checking
- plotting x-sections
- assisting with take-off notes
- calculations of quantities

NORMAL DUTIES OR FUNCTIONS:

The operation of a transit for the purpose of putting in horizontal, vertical and curved lines.

The operation of an instrument level for shooting grades.

The above classifications are in no way to be interpreted as determining jurisdiction.

PAID HOLIDAYS:

The following are paid holidays: **New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.**

SHIFT DIFFERENTIAL:

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

PROTECTIVE CLOTHING:

Rain gear and rubber boots, as required, to be supplied by the employer.

BENEFIT PLAN:

The Parties hereto agree to the Operating Engineers, Local 721 and 721B Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled, shall provide for equal employer and Union Trustees in number and power.
- (b) The employer shall make contributions at the rate of one dollar thirty-five cents (\$1.35) per hour for each hour worked. By the tenth (10th) day of the month following the month for which contributions were made, the employer shall remit such contributions to:

"Operating Engineers, Local 721 and 721B Benefit Plan"
251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

- (c) The Benefit Plan to be established, shall be professionally administered.
- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Benefit Plan.

- (f) The Parties hereto agree that the Board of Trustees, appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan, shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees, as Agent to the Parties pursuant to this Article, shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement, or the Board of Trustees, to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.

(i)

**Administrator
Benefit Plan Administrator Limited
Suite 216, Tower 1 - 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

- (j) It is agreed that provisions for an increase in the Benefit Plan will be implemented, if so desired by Local 721 and Local 721B, with the employer contributions to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

PENSION PLAN:

It is agreed that provisions for a Pension Plan will be implemented under the same contributions as the Benefit Plan. By the tenth (10th) day of the month following the month for which the contributions were made, the employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to:

Operating Engineers, Local 721 and 721B Pension Plan
251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

It is agreed that provisions for an increase in the Pension Plan will be implemented, if so desired by Local 721, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice.

TRAINING FUND:

Effective July 1, 2002, the employer shall remit for each hour paid for each employee, seventy-five cents (\$0.75) and effective July 1, 2003 one dollar (\$1.00). The employer shall remit the monies so contributed each month, in the form of a cheque made payable to "The Operating Engineers Training Fund", no later than the tenth (10th) day of the following month. These remittances will be sent to the International Union of Operating Engineers, Local 721, 251 Brownlow Ave., Dartmouth, Nova Scotia B3B 2A9.

JOINT APPRENTICESHIP COMMITTEE:

The Parties, Union and Management, agree that a Joint Apprenticeship Committee (J.A.C.) is to be formed. The J.A.C. will be composed of up to three (3) nominees each from Union and Management. Operating Engineer Local 721 and the Operating Engineers Trade Classification of the Bureau are empowered to appoint (and/or remove) nominees to serve on the J.A.C.

The J.A.C. will hold its first meeting within thirty (30) days of the signing of this Agreement, and thereafter shall meet on a quarterly basis, or as the Committee deems fit.

The Committee shall recommend appropriate Apprentice ratios.

The Committee may also recommend sequences of work experience and/or on-the-job training to ensure a well-rounded and competitive apprenticeship for Operating Engineers.

Voting power shall, at all meetings of the J.A.C., be equally divided between Union and Management nominees, with three (3) votes being exercised by the Union nominees, and three (3) votes being exercised by the Bureau nominees, each set of three (3) being equally divided amongst the relevant Union or Bureau nominees present at the meeting.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

SIGNATORIES

**FOR THE EMPLOYER
(SURVEY CREW COMPANIES)**

GREIG MACLEOD

**FOR THE UNION
(SURVEY CREW)**

KENNETH ESTABROOKS

KEVIN MACDONALD

APPENDIX NO. 9 - PAINTERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL 1945
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

Effective Date	Hr. Rate	V. & H.	Pen.	Benefit	Train.	I.I.F. & Stab. Fund	Org.	Pol.	Admin.	Total Pkg.
<u>July 1, 2002</u>	\$25.84	\$2.33	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$32.63
<u>July 1, 2003</u>	\$26.62	\$2.40	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$33.88
<u>July 1, 2004</u>	\$27.45	\$2.47	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$35.13

In addition to the above hourly rates the employer shall pay the amounts set out in the **Benefit Plan, Pension Plan, Union Administration Fund, Training Fund and the Industry Improvement Fund** of this Appendix.

APPRENTICE RATES:

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2002</u>	Hr. Rate	V. & H.	Pen.	Ben.	Train.	I.I.F. & Stab. Fund	Org.	Pol.	Admin.	Total Pkg.
1 st - 60%	\$15.20	\$1.37	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$21.03
2 nd - 65%	\$16.54	\$1.49	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$22.49
3 rd - 75%	\$19.20	\$1.73	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$25.39
4 th - 80%	\$20.52	\$1.85	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$26.83
5 th - 90%	\$23.18	\$2.09	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$29.73
6 th - 100%	\$25.84	\$2.33	\$2.00	\$1.10	\$0.35	\$0.46	\$0.25	\$0.05	\$0.25	\$32.63

APPRENTICE RATES: con't...

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Pen.</u>	<u>Ben.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Org.</u>	<u>Pol.</u>	<u>Admin.</u>	<u>Total Pkg.</u>
1 st - 60%	\$15.52	\$1.40	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$21.78
2 nd - 65%	\$16.92	\$1.52	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$23.30
3 rd - 75%	\$19.70	\$1.77	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$26.33
4 th - 80%	\$21.07	\$1.90	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$27.83
5 th - 90%	\$23.85	\$2.15	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$30.86
6 th - 100%	\$26.62	\$2.40	\$2.25	\$1.15	\$0.40	\$0.46	\$0.30	\$0.05	\$0.25	\$33.88

NOTE: Wage Rates Effective July 1/02 - June 30/05

<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Pen.</u>	<u>Ben.</u>	<u>Train.</u>	<u>I.I.F. & Stab. Fund</u>	<u>Org.</u>	<u>Pol.</u>	<u>Admin.</u>	<u>Total Pkg.</u>
1 st - 60%	\$15.89	\$1.43	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$22.53
2 nd - 65%	\$17.34	\$1.56	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$24.11
3 rd - 75%	\$20.24	\$1.82	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$27.27
4 th - 80%	\$21.67	\$1.95	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$28.83
5 th - 90%	\$24.57	\$2.21	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$31.99
6 th - 100%	\$27.45	\$2.47	\$2.50	\$1.20	\$0.45	\$0.46	\$0.30	\$0.05	\$0.25	\$35.13

In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Union Administration Fund, Training Fund and the Industry Improvement Fund** of this Appendix.

TRADE DEFINITION:

Four (4) sections covering the above Union:

- Painters
- Drywall
- Glass Workers
- Soft Tile and Carpet Layers

CLASSIFICATIONS (PLUS RATE):

- | | | |
|-----------------------|---|---------------------------|
| Spray Painter | - | Fifty-five cents (\$0.55) |
| Sandblaster | - | Fifty cents (\$0.50) |
| Sandblaster (pot man) | - | Base Rate |

The above classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

UNION ADMINISTRATION FUND:

The employer agrees to remit twenty-five cents (\$0.25) per hour paid for each employee and remit same the third week of each month, together with a list of all employees and their Social Insurance Numbers. The wage rates have been reduced by a sum equal to the amount remitted.

SUPERVISION:

- Foreman premium - One dollar sixty cents (\$1.60) above Journeyman rate
- From 3 to 6 employees - 1 working Foreman
- From 6 to 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

- Three (3) or more Foreman - 1 General Foreman

OVERTIME:

Local 1945 shall be requested first to work all overtime.

PAID HOLIDAYS:

Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Good Friday.

SHIFT DIFFERENTIAL:

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

SPECIAL RATES:

- 50 to 74 feet - Thirty cents (\$0.30) above regular hourly rate
- 75 to 99 feet - Seventy cents (\$0.70) above regular hourly rate
- 100 to 149 feet - One dollar twenty cents (\$1.20) above regular hourly rate
- 150 feet & above - One and one-half cents (1½¢) per hour above the regular hourly rate per foot above 149 feet

PROTECTIVE CLOTHING:

Rain gear, as required, will be supplied by the employer.

Gloves and suitable overalls will be supplied to the spray painter, sandblaster and the employee assisting and shall remain the property of the employer.

All sandblasters shall be supplied with safety approved hoods while sandblasting, such hoods will be returned to the employer, if not, the cost will be deducted from the Employees' wages.

When toxic fumes are present (fibreglass coating, epoxy, etc.) then proper respirator and/or compressor equipment must be supplied, suitable for conditions at hand.

UNION SECURITY:

The employer agrees to deduct the amount certified by the Union as dues. The amounts deducted shall be remitted by the employer on the forms provided by the Union, to the Union, during the third week of each month.

The employer may request through the Union qualified available workmen in good standing with the Union who had previously been on the payroll for six (6) months and who are being called back within thirty (30) working days of termination, and such men may be supplied at the sole discretion of the Business Agent or his authorized representative.

CLEAN-UP:

The employer agrees that employees have a five (5) minute "clean-up" period at lunch time. At the end of the shift a "clean-up" period of approximately ten (10) minutes shall be allowed to enable employees to clean-up and stow away gear. Both parties agree that the work shall be "squared up" when required. Spray painters shall be allowed fifteen (15) minutes at lunch time and thirty (30) minutes at the end of the shift to clean-up and stow away gear.

RE-PAINT:

It is agreed that the Bureau and the Union may agree on different provisions and hours than those contained herein on Industrial Projects where re-paint work is involved, provided such agreement is made prior to tender closing and all union contractors are advised of such changes.

RATIO:

The employer may hire members of Local 1945 regardless of their position on the Union out-of-work list under the following guidelines.

- (1) When the employer hires one (1) employee off the Union out-of-work list they may direct hire one (1) Union member regardless of his position on the list.
- (2) All employees must be cleared through the Union office prior to being hired, and a referral slip will be sent to the employer within three (3) days.
- (3) All employees hired in accordance with the ratio (1:1) will be terminated at the same ratio, i.e. when one (1) employee from the hall is being terminated, one (1) direct hire employee will be terminated. No other employees can be hired directly if the above termination procedure has not been followed.

I.U.P.A.T ATLANTIC PROVINCES JOINT APPRENTICESHIP & TRAINING FUND:

The Parties to this Agreement have agreed pursuant to the Trust Document dated May 2001 to the establishment of the Local 1439 and 1945 Joint Trade Board.

1. The Board shall be comprised of a maximum of four (4) employer Trustees nominated in such manner so as to allow for craft and geographical representation so as to encompass both Mainland Nova Scotia and Cape Breton Island and shall also be comprised of a maximum of four (4) Union nominated Trustees with representation encompassing both Local Unions 1439 and 1945.
2. The Board shall meet at least three (3) times annually and shall elect a Chairman and a Secretary, one of whom at all times shall be an employer nominated Trustee and a Union Trustee. These offices shall be rotated annually.

The Joint Trade Board=s Terms of Reference Shall Include:

1. The encouragement and promotion of an **Apprenticeship Training and Journeyman Upgrading Program** in all craft sectors represented by the Collective Agreement.
2. The development and submission of draft legislation that may promote the industry.
3. Development and implementation of trade specific health and safety programs.
4. Other issues of mutual concern to the Parties that promote and enhance the industry. The Board is authorized to seek and obtain funding and grants from government agencies, etc. that may assist in implementing their policies.
5. Specifically excluded from the Board's duties is the processing or settlement of grievances.
6. The employer agrees to contribute the sum of thirty five cents (\$0.35) per hour effective July 1, 2002; forty cents (\$0.40) per hour effective July 1, 2003; and forty five cents (\$0.45) effective July 1, 2004; for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship and Training Fund created by Trust Agreement. Included in these funds shall be the required contributions to the I.U.P.A.T. Labour Management Corporation Initiative and the I.U.P.A.T. Joint Apprenticeship and Training Fund. Contributions shall be remitted in accordance with Article 28 of the Master Agreement.

7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to this Agreement to establish rules and guidelines for Apprentices and Journeyman upgrading in all facets of trades and safety training including the authority to alter and amend the published rates in this Agreement, provided they are exceeded and are also authorized to designate certain certifications as compulsory as a condition of future employment. The foregoing or any other matter can be changed on the Agreement of the Parties.

BENEFIT PLAN:

The Parties hereto agree to contribute to the Welfare Fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto.
- (b) The employer shall make contributions at the rate of one dollar and ten cents (\$1.10) effective July 1, 2002, one dollar and fifteen cents (\$1.15) effective July 1, 2003 and one dollar and twenty cents (\$1.20) effective July 1, 2004 per hour for each hour worked.
- (c) The Welfare Plan shall be professionally administered.

**Administrator
Benefit Plan Administrators Limited
Suite 216, Tower 1, 7001 Mumford Road
Halifax, NS
B3L 4N9**

Phone: (902) 455-7277

Fax: (902) 454-5936

- (d) It is agreed that provisions for an increase in the Welfare Fund will be implemented if so desired by the Union, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Welfare Fund.

I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA):

- 1. (a) Commencing for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

- (b) Effective July 1, 2002, each hour or portion thereof for which an employee receives pay, the employer shall make a contribution of two dollars (\$2.00) to the above named Pension Fund; effective July 1, 2003 two dollars and twenty five cents (\$2.25); effective July 1, 2004 two dollars and fifty cents (\$2.50), shall be paid to the Fund.
- (c) For the purpose of this Article, each hour paid for and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary employees.
- (e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in future serve, as employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.
4. If an employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision thereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
5. The Pension Plan adopted by the Trustees shall at all times conform with the requirements of Revenue Canada so as to enable the employer at all times to treat contributions to the I.U.P.A.T. Union and Industry Pension Fund as a deduction for income tax purposes.

ORGANIZING FUND:

Employers signatory to this Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 28 of the Master Agreement, the third week of each month. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted.

	<u>Effective July 1/2002</u>	<u>Effective July 1/2003</u>	<u>Effective July 1/2004</u>
<u>Organizing Fund</u>	0.25¢	0.30¢	0.30¢

UNIFIED REMITTANCE OF FUNDS:

- A. All Funds and Check-Off payments, other than the Industry Improvement Fund and Council Wide Stabilization Fund, shall be recorded and itemized on a Unified Remittance Form. This Form shall be supplied by the Fund Administrator and shall make provisions for the listing of each employee's name, Social Insurance Number and number of hours earned.
- B. For Local 1439 and 1945 all Fund and Check-Off remittances shall be consolidated into one (1) cheque payable to:

Painters and Allied Trades Local 1439 and 1945 Membership Services "In Trust"
c/o Funded Administrator
Benefit Plan Administrators Limited
Suite 216, Tower 1
7001 Mumford Road
Halifax, NS
B3L 4N9

- C. A Trust Agreement between the Parties of the Collective Agreement, the Administrator appointed from time to time by the Parties, the various Trustees and/or Organizations having responsibility for the receipt, collection and administration of all the various funds pursuant to the Collective Agreement shall be signed by the various participants. The employers party to this Collective Agreement whether or not directly signatory to the Collective Agreement hereby irrevocably designate the "Union" and the "Bureau" as the Parties responsible for amending or adjusting the specific monetary amounts required pursuant to the various funds and check-off payments required from time to time.

- D. If the employer has no employees during a given month, he shall submit a “nil” report unless it is clearly understood by all Parties that he has declared himself “out-of-business” in writing.
- E. No discrimination will be made by the Administrator between one (1) fund and any other fund when there is a failure on the part of the employer to remit as specified by the Agreement.
- F. Any changes to the design of the Remittance Form will be approved by the “Parties” to the Agreement.
- G. All monies required for the various Funds and Dues Check-Offs required by the Collective Agreement are deemed to be held in Trust by the employer until remitted as aforesaid.

POLITICAL ACTION FUND:

Effective July 1, 2002, the employer will remit five cents (\$0.05) per hour from each employee in accordance with Article 28. The Administrator will forward amounts received to the Local Union monthly and the Local Union shall forward to the I.U.P.A.T. Canadian Conference Political Action Fund the amounts required as per the Trust Agreement of the fund and as amended from time to time.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

WHMIS TRAINING FUND:

The employer shall contribute ten cents (\$0.10) per hour worked to the WHMIS Training Fund, and the Union shall ensure that all referrals from the hall are in possession of a current WHMIS certificate. The Union shall provide such WHMIS training as may be necessary. The fund shall be monitored, and any excess funds shall be applied to related safety training or to skills training as may be agreed to between the Union and the Bureau.

ASBESTOS REMOVAL:

For terms and conditions governing Asbestos Removal see the I.B.P.A.T. Agreement on Asbestos Removal.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

JIM WILKIE

FRANK MACKINNON

GREIG MACLEOD

JOHN MACNEIL

APPENDIX NO. 10 - PIPEFITTERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES
OF THE PLUMBING STEAMFITTING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES & CANADA
LOCAL 682
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

Effective Date	Hr. Rate	V & H	Ben.	Pen.	JATC	Train.	Promo & Ed.	IIF & Stab Fund	Total Pkg.
July 1, 2002	<u>\$26.39</u>	<u>\$2.38</u>	<u>\$1.50</u>	<u>\$5.00</u>	<u>\$0.12</u>	<u>\$0.55</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$36.44</u>
July 1, 2003	<u>\$27.54</u>	<u>\$2.48</u>	<u>\$1.50</u>	<u>\$5.00</u>	<u>\$0.12</u>	<u>\$0.55</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$37.69</u>
July 1, 2004	<u>\$28.69</u>	<u>\$2.58</u>	<u>\$1.50</u>	<u>\$5.00</u>	<u>\$0.12</u>	<u>\$0.55</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$38.94</u>

A clear statement of hours worked, earnings, deductions and contributions shall be attached to each weekly pay envelope or cheque. In addition to the above hourly rates the **employer shall pay the amounts set out in the Benefit and Pension Plans, Promotion and Education Fund and the Industry Improvement Fund** of this Appendix.

SUPERVISION:

- Foreman premium - Two dollars (\$2.00) above Journeyman Rate
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees, there shall be a non-working Foreman. After ten (10) employees, the formula repeats.

- Non-working Foreman to supervise a ten (10) man crew, (ie. 1 non-working Foreman + ten (10) working men, seventh (7th) man becomes Foreman)

Any member of the Union who is a qualified Journeyman may qualify for the position of Foreman. At no time will the ratio of all Foremen to all U.A. employees exceed 1:10.

- Three (3) or more Foremen - (One) 1 General Foreman who must be a member in good standing in the Union

Where a General Foreman is required, under the terms of this agreement, the employer may transfer an additional employee from the shop to an Industrial Project for this position or replace an earlier transfer who may have been promoted to General Foreman. This transfer shall be limited to one (1) time on any Industrial Project.

- General Foreman Premium - A minimum premium of ten percent (10%) above the Journeyman wage rate

In a crew of welders only, the Foreman shall be a welder. Where there are eight (8) or more Journeymen welders on the site, there will be a qualified welding coordinator, the welding coordinator will receive the Foreman premiums set out above.

The employer may name-hire up to two (2) supervisory personnel from anywhere on the Union out of work list. All name-hired, recalled or new hire's must have a referral from the Union hall. The employer agrees to notify the Union of all terminations.

CHAIN OF COMMAND:

United Association members will, as a general rule, not be required to take directions in reference to the work being performed other than from a United Association Foreman.

United Association Apprentices will, as a general rule, not be required to take directions in reference to the work being performed from other than a Licensed Journeyman during "hands on" training in the field.

FABRICATION:

Pipe four inches (4") and under shall be fabricated locally. Such fabrication shall be performed by members of Local 682, excluding such pipe that is supplied as an integral part of a manufactured equipment package, such as boilers, turbines, lubrication systems etc. All other fabricated pipes made by others than Local 682 shall have the U.A. Label.

If such fabrication hinders, delays or prevents the construction of a project, a meeting shall be arranged between the owner, the contractor and the Union to discuss and assess the situation.

SPECIAL RATES:

- 50 to 74 feet - Thirty cents (\$0.30) above regular hourly rate
- 75 to 99 feet - Seventy cents (\$0.70) above regular hourly rate
- 100 to 149 feet - One dollar twenty cents (\$1.20) above regular hourly rate
- 150 feet & above - One and one-half cents (1½¢) per hour above the regular hourly rate per foot above 149 feet

SHIFT DIFFERENTIAL:

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

CLASSIFICATION:

Stress relieving will be paid at the Journeyman's pipefitting rate. This classification is for the establishment of rate only and is not to be deemed as assignment of jurisdiction.

UNION SECURITY:

The employer may recall his former employees who are being called back within thirty (30) working days of the time of lay-off with notification to the Local Union office when there is a lack of materials on site or as a result of job conditions that prevent work from proceeding. Upon recall additional referral slips are required from the Union Hall.

Article 3 of the Cape Breton Industrial Projects Collective Agreement shall be modified as follows:

Transfer To Industrial:

Employers may transfer from commercial shops or request from the Union using the following ratio:

For The First Twenty (20) Employees

<u>Transfer from shop</u> <u>or</u> <u>Request from first twenty-five (25)</u> <u>available for work on Union list</u>	<u>Union member selected by Union</u>
<u>1st and 2nd</u>	<u>3rd and 4th</u>
<u>5th and 6th</u>	<u>7th and 8th</u>
<u>9th and 10th</u>	<u>11th</u>
<u>12th</u>	<u>13th</u>
<u>14th</u>	<u>15th</u>
<u>16th</u>	<u>17th</u>
<u>18th</u>	<u>19th</u>
<u>20th</u>	

- Any additional employees from the Union's List

The employer shall have the right to vary who its eleven (11) transferred employees on a particular jobsite are during the progress of a job but the total number of eleven (11) employees transferred will not change.

All employees hired in accordance with the above ratio will be laid off in the same ratio, commencing with an employer selection/transfer. No other employees can be hired directly if the above termination procedure has not been followed.

Hiring Ratio - Industrial Jobs:

Employers may name hire using the following ratio:

- 2 Union members by employer *i)* Request from first twenty-five (25) available for work on Union list
- 2 Union members by Union
- 2 Union members by employer *i)* Request from first twenty-five (25) available for work on Union list
- Any additional employees from the Union's List
- Lay off would be in the reverse order

APPRENTICES:

There will be one (1) to three (3) Apprentices to every five (5) Journeymen Pipefitters. An Apprentice attending school under the terms of their indentureship will not be laid off or terminated from the job while they are attending school, and may be substituted with another Apprentice during their studies (when the employer has work available.)

Apprentices shall, with the approval of "The Minister", be indentured to the Nova Scotia and Prince Edward Island Joint Apprenticeship Training Committee.

APPRENTICE PAY RATES:

The rate of pay for an Apprentice will be paid as a percentage of Journeyman's rate, as hours recorded in his Apprenticeship Log Book.

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES – 5 YEAR PROGRAM									
<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V&H</u>	<u>Ben.</u>	<u>Pen.</u>	<u>JATC</u>	<u>Train.</u>	<u>Prom & Ed</u>	<u>IIF & Stab Fund</u>	<u>Total Pkg.</u>
1 to 1000 hrs 45%	<u>\$9.39</u>	<u>\$0.84</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$17.90</u>
1001-2000 hrs 50%	<u>\$10.84</u>	<u>\$0.98</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$19.49</u>
2001-3000 hrs 55%	<u>\$12.47</u>	<u>\$1.12</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$21.26</u>
3001-4000 hrs 60%	<u>\$14.02</u>	<u>\$1.26</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$22.95</u>
4001-5000 hrs 70%	<u>\$17.13</u>	<u>\$1.54</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$26.34</u>
5001-6000 hrs 75%	<u>\$19.33</u>	<u>\$1.74</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$28.74</u>
6001-7000 hrs 80%	<u>\$20.28</u>	<u>\$1.82</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$29.77</u>
7001-8000 hrs 85%	<u>\$21.84</u>	<u>\$1.97</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$31.48</u>
8001-9000 hrs 90%	<u>\$23.38</u>	<u>\$2.10</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$33.15</u>
9001-10000 hrs 95%	<u>\$24.95</u>	<u>\$2.25</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$34.87</u>

APPRENTICE PAY RATES: ... con't...

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES – 5 YEAR PROGRAM									
<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V&H</u>	<u>Ben.</u>	<u>Pen.</u>	<u>JATC</u>	<u>Train.</u>	<u>Prom & Ed</u>	<u>IIF & Stab Fund</u>	<u>Total Pkg.</u>
1 to 1000 hrs <i>45%</i>	<u>\$9.90</u>	<u>\$0.89</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$18.46</u>
1001-2000 hrs <i>50%</i>	<u>\$11.42</u>	<u>\$1.03</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$20.12</u>
2001-3000 hrs <i>55%</i>	<u>\$13.10</u>	<u>\$1.18</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$21.95</u>
3001-4000 hrs <i>60%</i>	<u>\$14.71</u>	<u>\$1.32</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$23.70</u>
4001-5000 hrs <i>70%</i>	<u>\$17.94</u>	<u>\$1.61</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$27.22</u>
5001-6000 hrs <i>75%</i>	<u>\$20.19</u>	<u>\$1.82</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$29.68</u>
6001-7000 hrs <i>80%</i>	<u>\$21.19</u>	<u>\$1.91</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$30.77</u>
7001-8000 hrs <i>85%</i>	<u>\$22.82</u>	<u>\$2.05</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$32.54</u>
8001-9000 hrs <i>90%</i>	<u>\$24.41</u>	<u>\$2.20</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$34.28</u>
9001-10000 hrs <i>95%</i>	<u>\$26.05</u>	<u>\$2.34</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$36.06</u>

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES – 5 YEAR PROGRAM									
<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V&H</u>	<u>Ben.</u>	<u>Pen.</u>	<u>JATC</u>	<u>Train.</u>	<u>Prom & Ed</u>	<u>IIF & Stab Fund</u>	<u>Total Pkg.</u>
1 to 1000 hrs 45%	<u>\$10.41</u>	<u>\$0.94</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$19.02</u>
1001-2000 hrs 50%	<u>\$12.00</u>	<u>\$1.08</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$20.75</u>
2001-3000 hrs 55%	<u>\$13.73</u>	<u>\$1.24</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$22.64</u>
3001-4000 hrs 60%	<u>\$15.39</u>	<u>\$1.39</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$24.45</u>
4001-5000 hrs 70%	<u>\$18.74</u>	<u>\$1.69</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$28.10</u>
5001-6000 hrs 75%	<u>\$21.06</u>	<u>\$1.89</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$30.62</u>
6001-7000 hrs 80%	<u>\$22.11</u>	<u>\$1.99</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$31.77</u>
7001-8000 hrs 85%	<u>\$23.79</u>	<u>\$2.14</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$33.60</u>
8001-9000 hrs 90%	<u>\$25.45</u>	<u>\$2.29</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$35.41</u>
9001-10000 hrs 95%	<u>\$27.14</u>	<u>\$2.44</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$37.25</u>

APPRENTICE PAY RATES: ... Contd.

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES – 4 YEAR PROGRAM									
<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V&H</u>	<u>Ben.</u>	<u>Pen.</u>	<u>JATC</u>	<u>Train.</u>	<u>Prom & Ed</u>	<u>IIF & Stab Fund</u>	<u>Total Pkg.</u>
1 to 1000 hrs 45%	<u>\$9.39</u>	<u>\$0.84</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$17.90</u>
1001-2000 hrs 50%	<u>\$10.84</u>	<u>\$0.98</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$19.49</u>
2001-3000 hrs 55%	<u>\$12.47</u>	<u>\$1.12</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$21.26</u>
3001-4000 hrs 60%	<u>\$14.02</u>	<u>\$1.26</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$22.95</u>
4001-5000 hrs 75%	<u>\$19.33</u>	<u>\$1.74</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$28.74</u>
5001-6000 hrs 80%	<u>\$20.28</u>	<u>\$1.82</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$29.77</u>
6001-7000 hrs 85%	<u>\$21.84</u>	<u>\$1.97</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$31.48</u>
7001-8000 hrs 90%	<u>\$23.38</u>	<u>\$2.10</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$33.15</u>

APPRENTICE PAY RATES: ... con't...

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES – 4 YEAR PROGRAM									
July 1, 2003	Hr. Rate	V&H	Ben.	Pen.	JATC	Train.	Prom & Ed	IIF & Stab Fund	Total Pkg.
1 to 1000 hrs 45%	<u>\$9.90</u>	<u>\$0.89</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$18.46</u>
1001-2000 hrs 50%	<u>\$11.42</u>	<u>\$1.03</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$20.12</u>
2001-3000 hrs 55%	<u>\$13.10</u>	<u>\$1.18</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$21.95</u>
3001-4000 hrs 60%	<u>\$14.71</u>	<u>\$1.32</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$23.70</u>
4001-5000 hrs 75%	<u>\$20.19</u>	<u>\$1.82</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$29.68</u>
5001-6000 hrs 80%	<u>\$21.19</u>	<u>\$1.91</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$30.77</u>
6001-7000 hrs 85%	<u>\$22.82</u>	<u>\$2.05</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$32.54</u>
7001-8000 hrs 90%	<u>\$24.41</u>	<u>\$2.20</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$34.28</u>

APPRENTICE PAY RATES: ... Contd.*NOTE: Wage Rates Effective July 1/02 - June 30/05*

APPRENTICES – 4 YEAR PROGRAM									
<u>July 1, 2004</u>	<u>Hr. Rate</u>	<u>V&H</u>	<u>Ben.</u>	<u>Pen.</u>	<u>JATC</u>	<u>Train.</u>	<u>Prom & Ed</u>	<u>IIF & Stab Fund</u>	<u>Total Pkg.</u>
1 to 1000 hrs 45%	<u>\$10.41</u>	<u>\$0.94</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$19.02</u>
1001-2000 hrs 50%	<u>\$12.00</u>	<u>\$1.08</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$20.75</u>
2001-3000 hrs 55%	<u>\$13.73</u>	<u>\$1.24</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$22.64</u>
3001-4000 hrs 60%	<u>\$15.39</u>	<u>\$1.39</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$24.45</u>
4001-5000 hrs 75%	<u>\$21.06</u>	<u>\$1.89</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$30.62</u>
5001-6000 hrs 80%	<u>\$22.11</u>	<u>\$1.99</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$31.77</u>
6001-7000 hrs 85%	<u>\$23.79</u>	<u>\$2.14</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$33.60</u>
7001-8000 hrs 90%	<u>\$25.45</u>	<u>\$2.29</u>	<u>\$1.50</u>	<u>\$3.50</u>	<u>\$0.12</u>	<u>\$2.05</u>	<u>\$0.04</u>	<u>\$0.46</u>	<u>\$35.41</u>

SPECIAL WELDING PREMIUM INCLUDING PIPEFITTERS AND APPRENTICES:

All qualified Journeymen welding on stainless steel, cupra-nickle, chrome alloy or welding with tig or mig shall be remunerated at seventy-five cents (\$0.75) per hour above the regular rate. When Journeymen with the special skills are requested by the employer the premium rate shall apply.

An employee required to work in a higher classification shall receive pay for time worked in the classification. All premium pay will be paid for eight (8) hours when applicable.

All Journeymen Steam Fitters working with a Welder receiving this premium shall also receive the premium, all Apprentices so working shall receive the applicable percentage of the premium.

WELDER'S QUALIFICATION:

The employer agrees to contribute to the Nova Scotia and Prince Edward Island Joint Apprenticeship and Training Committee or Local 682, as determined by the B.A., the amount of five hundred dollars (\$500.00) on Industrial Projects and three hundred dollars (\$300.00) on Commercial Projects for each Welder referred to the employer with a Department of Labour up-to-date Welding Certification (F3-F4) or (F6-F4).

The employer may, at his discretion, have the option to test Welders, being referred by the Union, at the work-site in which case the following procedure would apply:

Contractors requesting welders from the Union shall make known the type of welding that is required. The welders requested shall show adequate proof to the contractor of previous experience, prior to testing, for the type of welding to be performed, or no remuneration shall be required.

Welders shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

The contractor shall provide proper shelter for the test, and test all men on the job site or in the employer designated shop. Welders working under the jurisdiction of the Local Union shall cut and grind their own coupons on black pipe. Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test. If a member of the Local Union is required to service a welding machine, then the proper safety equipment will be supplied for handling fuel.

PIPE SUPPORTS:

Exclusively for the installation of free standing pipe supports, the applicable ratio of Journeymen to Apprentices shall be one to two (1:2). When requested by the employer, the Union agrees to provide first (1st) or second (2nd) year Apprentices. This ratio applies to installation only. For fabrication, the Union agrees to put in place a competitive rate.

OVERTIME:

Local 682 members shall have the preference to work overtime where qualified.

If Local 682 members refuse such overtime, then travel card members will be asked to perform such overtime work.

MAKE-UP HOURS:

The Union may agree that employees may work up to forty (40) hours per week, Monday to Friday, but excluding Saturday and Sunday, regardless of the number of hours worked in any one day, at the straight rate of pay.

PROTECTIVE CLOTHING:

Rain gear, coveralls in dirty situations, rubber gloves for service work on plumbing, and fire retardant jackets as required, will be supplied by the employer. Gloves will be supplied only when the pipefitter is directly involved with the work of the welders. C.S.A. approved breathing apparatus will be supplied by the employer where necessary. All rain gear and protective clothing remains the property of the employer. Should it not be returned to the employer upon termination of employment, the cost shall be deducted from the final pay.

For qualified welders, welding helmets, shields, cutting goggles will be supplied by the employer.

BURNED CLOTHING:

Employees clothing, if burned in the job shack, shall be replaced by the employer on the recommendation of the Foreman or Safety Inspector.

WHMIS TRAINING FUND:

U.A. Local 682 agrees to provide all members with up to date WHMIS training including those members working for an employer and those being referred to an employer. The employer agrees to contribute twenty cents (\$0.20) to the Local 682 Training Fund (\$0.10 from the employer and \$0.10 from the employee going in as an employer contribution per hour paid.

BENEFIT PLAN:

The parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.

- (d) The employer shall make contributions at the rate of one dollar fifty cents (\$1.50) per hour paid. Should the contribution increase, then this amount and the wage rates shall be amended accordingly.
- (e) In the event the Benefit Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

Administrator: The Union shall advise employers of the name and address of the Administrator.

PENSION PLAN:

The parties hereto agree on a Pension Plan Fund as follows:

- (a) The Trust Document under which the Pension Plan Fund is controlled shall provide for equal Trustees in number and power appointed by each of the parties hereto.
- (b) The employer shall make contributions for Journeymen at the rate per hour paid as follows:

•Five dollars (\$5.00) for Journeymen; and

•Three dollars and fifty cents (\$3.50) for Apprentices

- (c) The Pension Fund shall be professionally administered.
- (d) In the event the Pension Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

The parties to this Collective Agreement agree that the Trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the parties hereto to enforce the payment of such contributions and collect overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by an individual employer. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and the right to receive the same to the Trustees.

PROMOTION AND EDUCATION FUND:

- (a) Employers must contribute to the Promotion and Education Fund established by the Construction Association of Nova Scotia to encourage increased employment among members of Local 682 and to advance the industry, a sum equal to four cents (\$0.04) for each hours pay worked by each of his employees. The Fund shall be administered by a Board of Governors appointed by the Mechanical Section of the Construction Association of Nova Scotia. This fund shall not intentionally be engaged in activities detrimental to Local 682.
- (b) The four cents (\$0.04) for Promotion and Education Fund will be paid by separate cheque made out in favour of the Mechanical Section of the Construction Association of Nova Scotia on or before the fifteenth (15th) day of the month following.
- (c) The Governors agree that should the Training Fund monies be insufficient, assistance will be given from the Promotion and Education Fund.
- (d) The Parties agree that collection may be enforced through arbitration instituted by the Association.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

N.S., P.E.I., J.A.T.C.:

The employer shall contribute ten cents (\$0.10) per hour, and the employees shall contribute two cents (\$0.02) per hour.

- A) Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 682 and owners, part owners, senior management and middle management of firms employing union members.
- B) The funds for such training shall be provided by both employers and employees per hour, per hour employed by employers.
- C) The administration of such funds, the need for various types of training, providing facilities, teaching personnel, supplies and all miscellaneous items required to conduct a training program shall be a committee of equal number from employer groups and Local Union 682, i.e. three (3) members from employers and three (3) Local Union 682 members. The number of members to this committee may be more or less than three (3), but in no case shall there be an unequal number from the contributing Parties.
- D) The committee shall be known as the Cape Breton Joint Mechanical Journeymen's Training Program.
- E) The committee shall have a chairman, vice-chairman and a (financial) secretary. Terms of office shall be for a period of two (2) years.
- F) The employer shall deduct from all Journeymen and Apprentices, working under the conditions of this Agreement, two cents (\$0.02) per hour, per hour said Journeymen and/or Apprentices are employed by the employer concerned.
- G) The total of twelve cents (\$0.12) per hour, per hour employed by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to Ed Pace, NS & PEI Joint Apprenticeship & Training Committee, U.A. Local 56, 30 Neptune Cres., Woodside Industrial Park, Dartmouth, NS B2Y 4R8.
- H) If this committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations:

- Construction Association of Nova Scotia (Mechanical) - 10/12
- Local Union 682 - 2/12

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

LOCAL, NATIONAL TRAINING FUNDS, BUILDING FUND, & FIELD DUES:

1. Local 682 Training Fund Employer contribution of forty-five cents (\$0.45) per hour paid.
2. U.A. National Training Fund Employer contribution of five cents (\$0.05) per hour paid.
3. U.A. International Training Fund Employer contribution of five cents (\$0.05) per hour paid.
4. Local 682 Building Fund Employee contribution of twenty-five cents (\$0.25) per hour paid.
5. Local 682 Field Dues The employer agrees to deduct from each U.A. member field dues in the amount of one and one half percent (1½%) of gross pay and remit to Local 682 Union Office.
6. Local 682 Apprenticeship Training Fund Each employer shall contribute one dollar and fifty cents (\$1.50) per hour paid for each Apprentice.

The employer shall remit the above contributions and deductions, in the form of one (1) cheque, to:

U.A. Local 682
PO Box 4508
Reserve Mines, NS
BOA 1V0

All employer contributions (ie. items 1, 2, 3, and 6) under this heading are amalgamated as set out under the Training and Building columns of the appropriate wage tables. Items 4 and 5 are to be deducted from the employee.

REMITTANCES:

Remittance of all Trust Funds contributions and deductions and Union dues shall be sent to the appropriate administrator at the address provided on or before the twentieth (20th) day of the month following.

VISUAL INSPECTION:

Subject to the requirements of the employer on-site Visual Inspection shall include and not be limited to:

Inspection of all metal fabrications, piping and coating applied thereto.

Inspection of all plastics and fibreglass fabrication and piping are included.

VISUAL INSPECTORS:

(Rates of pay - these rates are for Visual Inspection with the relevant certification).

C.W.B. Certification:

- 1. C.W.B. certified Level III - Journeyman Rate Plus General Foreman Premium
- 2. C.W.B. certified Level II - Journeyman Rate Plus Foreman Premium
- 3. C.W.B. certified Level I - Journeyman Rate Plus Welding Premium

Where Visual Inspectors are required, in the sole discretion of the employer, then such Visual Inspectors shall be employed from members of the Local Union when such qualified men are available. Where qualified men are not available, the employer may employ Visual Inspectors from elsewhere, providing the Visual Inspectors become members in good standing with the Union.

The employer may use his own Q.A. person to perform Visual Inspections until a Welding Co-Ordinator is on-site. If the Welding Co-Ordinator is not a certified C.W.B. Inspector, the Q.A. man may continue to perform Visual Inspections until additional Inspectors are required.

SIGNATORIES

FOR THE EMPLOYER

GREIG MACLEOD

JIM WILKIE

FOR THE UNION

CLIFF MURPHY

MELVIN GILLIS

APPENDIX NO. 11 - SHEET METAL - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
(hereinafter referred to as the "Bureau")

- AND -

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
LOCAL 56
(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

JOURNEYMAN - SHEET METAL WORKER							
Effective Date	Hr Rate	V&H	Benefit	Pension	Training & Apprenticeship Fund	IIF & Stab. Fund	Total Package
July 1, 2002	\$27.00	\$2.43	\$1.10	\$4.00	\$0.24	\$0.46	\$35.23
July 1, 2003	\$27.60	\$2.48	\$1.20	\$4.50	\$0.24	\$0.46	\$36.48
July 1, 2004	\$28.19	\$2.54	\$1.30	\$5.00	\$0.24	\$0.46	\$37.73

NOTE: Wage Rates Effective July 1/02 - June 30/05

OIL FURNACE SERVICEMAN - SHEET METAL WORKER							
Effective Date	Hr Rate	V&H	Benefit	Pension	Training & Apprenticeship Fund	IIF & Stab. Fund	Total Package
July 1, 2002	\$27.00	\$2.43	\$1.10	\$4.00	\$0.24	\$0.46	\$35.23
July 1, 2003	\$27.60	\$2.48	\$1.20	\$4.50	\$0.24	\$0.46	\$36.48
July 1, 2004	\$28.19	\$2.54	\$1.30	\$5.00	\$0.24	\$0.46	\$37.73

In addition to the above hourly rates the **employer shall pay the amount set out in the Benefit Plan, Pension Plan and the Industry Improvement Fund** of this Appendix.

UNION DUES:

The employer shall deduct Union Dues in the amount of three (3) hours per month of the Journeyman's wage package from the employee and remit to the Financial Secretary, Sheet Metal Workers' International Association, Local Union 56.

SUPPLEMENTARY UNION DUES CHECK-OFF:

The employer shall deduct supplementary Union Dues in the amount of one-half percent ($\frac{1}{2}\%$) of the gross wages of the employee, excluding any allowance paid for Board.

The employer shall remit such deductions not later than the fifteenth (15th) day of the month following the month of earnings by the employee to the Financial Secretary, Sheet Metal Workers' International Association, Local Union 56, 3713 New Harris Road, New Harris, Nova Scotia B1X 1T1.

SUPERVISION:

- Foreman premium - One dollar sixty cents (\$1.60) above Journeyman rate
- From 3 to 6 employees - 1 working Foreman
- From 7 to 10 employees - 1 non-working Foreman
- One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

- Three (3) or more Foremen - 1 General Foreman

When present Foreman in employers workforce are occupied, the employer may name-hire Foremen for jobs of six (6) or more men, regardless of their place on the "out-of-work" list. Such Foreman must be laid off at the completion of the job for which they were hired, unless they are being retained as a Foreman over a job of six (6) men or more.

TRANSFER:

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

SHOP STEWARD:

When there is an established Sheet Metal Shop/Company in the area, there shall be one (1) recognized Steward per Company.

The employer agrees to recognize the Steward and Alternate Steward appointed by the Business Manager. The Steward or Alternate (Alternate when the designated Steward is unavailable) shall be on the site whenever more than one (1) employee of his craft is working, including overtime hours, Saturdays, Sundays, and Holidays. The Steward's overtime rights only apply on the site where the Steward is normally working.

PAID HOLIDAYS:

The following are paid holidays: **Remembrance Day, Good Friday.**

UNION LABEL:

All Sheet Metal fabricated other than by Local 56 shall have a Sheet Metal Worker Label. If such fabrication hinders, delays or prevents the construction of a project, a meeting shall be arranged between the owner, the contractor and the Union to discuss and assess the situation.

BONUS:

Where a workman is on the payroll the week before Christmas Day, and works the last available work day before Christmas Day and the first available work day after New Year's Day, that workman shall be paid a bonus equal to two (2) days regular pay. The Parties agree that either Party may, at the termination of this Contract, cancel this scheme and revert to the holiday arrangements which prevailed in the previous Agreement, and the holidays may be re-purchased for the same amount as they were sold.

SHIFT DIFFERENTIAL:

When Management requires two (2) or more shifts within twenty-four (24) hours, the following work schedule will apply:

8:00 a.m.	-	4:30 p.m.	-Day Shift
4:30 p.m.	-	12:00 midnight	-Second Shift
12:00 midnight	-	8:00 a.m.	-Third Shift

Second or third shifts - fifteen percent (15%) shift differential.

SPECIAL RATES:

Applicable to Sheet Metal workers only:

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

- 50' to 70 feet - Twenty cents (\$0.20) per hour above normal rate
- 70' to 90 feet - Thirty cents (\$0.30) per hour above normal rate
- Plus twenty cents (\$0.20) per hour for every additional twenty feet (20') above the ninety foot (90') level.

MAKE-UP TIME:

Employees may work up to forty (40) hours per week, Monday to Friday, but excluding Saturday and Sunday, regardless of the number of hours worked in any one day, at the straight rate of pay.

PROTECTIVE CLOTHING:

Rain gear, asbestos gloves and protective clothing for the pot man as required will be supplied by the employer.

EMPLOYER CONTRIBUTIONS:

I) Employers working under this Agreement shall remit monthly to the Administrator the amounts set out in the Articles titled Benefit Plan and Pension Plan. This remittance shall be one (1) cheque made payable to the Sheet Metal Workers, Local 56 Benefit and Pension Plan Trust Fund and forwarded to Benefit Plan Administrators Limited, Suite 216, Tower 1, 7001 Mumford Road, Halifax, NS, B3L 4N9.

- Benefit Plan Effective July 1, 2002 one dollar and ten cents (\$1.10) and effective July 1, 2003 one dollar and twenty cents (\$1.20) and effective July 1, 2004, one dollar and thirty cents (\$1.30) per hour paid.

- Pension Plan Effective July 1, 2002, four dollars (\$4.00) and effective July 1, 2003 four dollars and fifty cents (\$4.50) and effective July 1, 2004, five dollars (\$5.00) per hour paid.

- Total Remittance Five dollars and ten cents (\$5.10) effective July 1, 2002, and effective July 1, 2003 five dollars and seventy cents (\$5.70) and effective July 1, 2004 six dollars and thirty cents (\$6.30) per hour paid.

- II) Employers working under this Agreement shall remit monthly to the Administrator twenty-six cents (\$0.26) per hour worked to the Cape Breton Island Building & Construction Trades Council, 238 Vulcan Avenue, Sydney, NS, B1P 5X2.

- III) Employers working under this Agreement shall remit monthly to the Administrator forty-three cents (\$0.43) per hour worked to the Financial Secretary of the Cape Breton Sheet Metal Workers Training Program or the Cape Breton Roofers Training Program, 3713 New Harris Road, New Harris, Nova Scotia B1X 1T1.

BENEFIT PLAN:

The parties hereto agree to the establishment of a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the parties hereto.
- (b) The Benefit Plan to be established shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) The employer shall make contributions at the rate as follows: Effective July 1, 2002 one dollar and ten cents (\$1.10) and effective July 1, 2003 one dollar and twenty cents (\$1.20) and effective July 1, 2004, one dollar and thirty cents (\$1.30) per hour paid.

As set out under employer Contributions, Item 1 *Administrator: Benefit Plan Administrators Limited.*

PENSION PLAN:

The Parties hereto agree on a Pension Plan as follows:

- (a) The Trust Document under which the Pension Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto;

- (b) The employer shall make contributions effective July 1, 2002, at the rate of four dollars (\$4.00) per hour paid and effective July 1, 2003 four dollars and fifty cents (\$4.50) per hour paid and effective July 1, 2004, five dollars (\$5.00) per hour paid as set out under Employer Contributions, Item I .. *Administrator: Benefit Plan Administrators Limited.*
- (c) The Pension Fund shall be professionally administered.
- (d) In the event the Pension Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

The Parties to this Collective Agreement agree that the trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the Parties hereto to enforce the payment of such contributions and collect overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by an individual employer. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and right to receive the same to the Trustee.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

APPRENTICES:- Not applicable to Cladding and Decking.

(The Percentages Next to Each Block of Hours Represents the Percentage of the Journeyman's Increase that is Given to that Block of Hours)

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES							
<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Training & Apprenticeship Fund</u>	<u>LLF & Stab. Fund</u>	<u>Total Pkg.</u>
1st 1000 hrs 50%	\$12.02	\$1.08	\$1.10	\$4.00	\$0.24	\$0.46	\$18.90
2nd 1000 hrs 55%	\$13.43	\$1.21	\$1.10	\$4.00	\$0.24	\$0.46	\$20.44
3rd 1000 hrs 60%	\$14.94	\$1.34	\$1.10	\$4.00	\$0.24	\$0.46	\$22.08
4th 1000 hrs 65%	\$16.49	\$1.48	\$1.10	\$4.00	\$0.24	\$0.46	\$23.77
5th 1000 hrs 75%	\$19.46	\$1.75	\$1.10	\$4.00	\$0.24	\$0.46	\$27.01
6th 1000 hrs 80%	\$20.96	\$1.89	\$1.10	\$4.00	\$0.24	\$0.46	\$28.65
7th 1000 hrs 85%	\$22.47	\$2.02	\$1.10	\$4.00	\$0.24	\$0.46	\$30.29
8th 1000 hrs 90%	\$23.99	\$2.16	\$1.10	\$4.00	\$0.24	\$0.46	\$31.95

The ratio of Journeymen to Apprentices shall be 2:1. The employer agrees to employ a reasonable ratio of first, second, third and fourth year Apprentices.

APPRENTICES:- Not applicable to Cladding and Decking.

(The Percentages Next to Each Block of Hours Represents the Percentage of the Journeyman's Increase that is Given to that Block of Hours)

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES							
<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Training & Apprenticeship Fund</u>	<u>ILF & Stab. Fund</u>	<u>Total Pkg.</u>
1st 1000 hrs 50%	\$12.05	\$1.08	\$1.20	\$4.50	\$0.24	\$0.46	\$19.53
2nd 1000 hrs 55%	\$13.51	\$1.22	\$1.20	\$4.50	\$0.24	\$0.46	\$21.13
3rd 1000 hrs 60%	\$15.07	\$1.36	\$1.20	\$4.50	\$0.24	\$0.46	\$22.83
4th 1000 hrs 65%	\$16.68	\$1.50	\$1.20	\$4.50	\$0.24	\$0.46	\$24.58
5th 1000 hrs 75%	\$19.77	\$1.78	\$1.20	\$4.50	\$0.24	\$0.46	\$27.95
6th 1000 hrs 80%	\$21.33	\$1.92	\$1.20	\$4.50	\$0.24	\$0.46	\$29.65
7th 1000 hrs 85%	\$22.89	\$2.06	\$1.20	\$4.50	\$0.24	\$0.46	\$31.35
8th 1000 hrs 90%	\$24.48	\$2.20	\$1.20	\$4.50	\$0.24	\$0.46	\$33.08

The ratio of Journeymen to Apprentices shall be 2:1. The employer agrees to employ a reasonable ratio of first, second, third and fourth year Apprentices.

APPRENTICES:- Not applicable to Cladding and Decking.

(The Percentages Next to Each Block of Hours Represents the Percentage of the Journeyman's Increase that is Given to that Block of Hours)

NOTE: Wage Rates Effective July 1/02 - June 30/05

APPRENTICES							
<u>July 1, 2004</u>	Hr Rate	V&H	Benefit	Pension	Training & Apprenticeship Fund	IIF & Stab. Fund	Total Package
1st 1000 hrs 50%	<u>\$12.07</u>	<u>\$1.09</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$20.16</u>
2nd 1000 hrs 55%	<u>\$13.60</u>	<u>\$1.22</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$21.82</u>
3rd 1000 hrs 60%	<u>\$15.21</u>	<u>\$1.37</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$23.58</u>
4th 1000 hrs 65%	<u>\$16.87</u>	<u>\$1.52</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$25.39</u>
5th 1000 hrs 75%	<u>\$20.08</u>	<u>\$1.81</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$28.89</u>
6th 1000 hrs 80%	<u>\$21.70</u>	<u>\$1.95</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$30.65</u>
7th 1000 hrs 85%	<u>\$23.31</u>	<u>\$2.10</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$32.41</u>
8th 1000 hrs 90%	<u>\$24.96</u>	<u>\$2.25</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$34.21</u>

The ratio of Journeymen to Apprentices shall be 2:1. The employer agrees to employ a reasonable ratio of first, second, third and fourth year Apprentices.

SHEET METAL WORKERS AND ROOFERS AND APPRENTICESHIP TRAINING FUND:

The employer shall contribute twenty-four cents (\$0.24) per hour, and the employee shall contribute nineteen cents (\$0.19) per hour up to forty (40) hours per week as set herein, as employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. The total of forty-three cents (\$0.43) per hour, per hour employed by all employees working under the conditions of this agreement, shall be sent by the employers concerned as set out under Employer Contributions, Item III, with a list of names in alphabetical order, to the Financial Secretary of the Cape Breton Sheet Metal Training Program and Cape Breton Roofers Training Program. Five cents (\$0.05) of the employer portion shall be applied to providing training to *all* Union members eligible for upgrading.

ROOFER PERSONNEL:

Work force ratio shall be three (3) Roofers to one (1) Roofer Assistant/Apprentice.

The Union shall issue to each Roofer Assistant/Apprentice a log book in which the Roofer Assistant/Apprentice shall record the number of hours he has worked in the trade. These hours shall be confirmed by both the employer and the Union. The log book shall travel with the Roofer Assistant/Apprentice from job to job and from employer to employer.

A Roofer Assistant/Apprentice shall serve a 24 month (4,000 hour) training program. Upon completion of the 4,000 hours the Assistant/Apprentice shall have the status of a Roofer.

The wage rate for Roofer Assistants/Apprentices shall be as follows:

NOTE: Wage Rates Effective July 1/02 - June 30/05

ROOFER - SHEET METAL WORKER							
Effective Date	Hr Rate	V&H	Benefit	Pension	Training & Apprenticeship Fund	IIF & Stab. Fund	Total Package
<u>July 1, 2002</u>	<u>\$25.45</u>	<u>\$2.29</u>	<u>\$1.10</u>	<u>\$4.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$33.54</u>
<u>July 1, 2003</u>	<u>\$26.05</u>	<u>\$2.34</u>	<u>\$1.20</u>	<u>\$4.50</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$34.79</u>
<u>July 1, 2004</u>	<u>\$26.64</u>	<u>\$2.40</u>	<u>\$1.30</u>	<u>\$5.00</u>	<u>\$0.24</u>	<u>\$0.46</u>	<u>\$36.04</u>

ROOFER ASSISTANT/APPRENTICE:

(The Percentages Next to Each Block of Hours Represent the Percentage of the Roofers Increase that is Given to that Block of Hours)

NOTE: Wage Rates Effective July 1/02 - June 30/05

ROOFER ASSISTANT/APPRENTICE – SHEET METAL WORKER							
<u>July 1, 2002</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Training & Apprenticeship Fund</u>	<u>ILF. & Stab. Fund</u>	<u>Total Pkg.</u>
1st 1000 hrs 70%	\$16.83	\$1.52	\$1.10	\$4.00	\$0.24	\$0.46	\$24.15
2nd 1000 hrs 80%	\$19.63	\$1.77	\$1.10	\$4.00	\$0.24	\$0.46	\$27.20
3rd 1000 hrs 90%	\$22.51	\$2.03	\$1.10	\$4.00	\$0.24	\$0.46	\$30.34
4th 1000 hrs 95%	\$23.87	\$2.15	\$1.10	\$4.00	\$0.24	\$0.46	\$31.82

NOTE: Wage Rates Effective July 1/02 - June 30/05

ROOFER ASSISTANT/APPRENTICE – SHEET METAL WORKER							
<u>July 1, 2003</u>	<u>Hr. Rate</u>	<u>V. & H.</u>	<u>Ben.</u>	<u>Pen.</u>	<u>Training & Apprenticeship Fund</u>	<u>ILF. & Stab. Fund</u>	<u>Total Pkg.</u>
1st 1000 hrs 70%	\$17.09	\$1.54	\$1.20	\$4.50	\$0.24	\$0.46	\$25.03
2nd 1000 hrs 80%	\$20.00	\$1.80	\$1.20	\$4.50	\$0.24	\$0.46	\$28.20
3rd 1000 hrs 90%	\$23.00	\$2.07	\$1.20	\$4.50	\$0.24	\$0.46	\$31.47
4th 1000 hrs 95%	\$24.41	\$2.20	\$1.20	\$4.50	\$0.24	\$0.46	\$33.01

ROOFER ASSISTANT/APPRENTICE:

(The Percentages Next to Each Block of Hours Represent the Percentage of the Roofers Increase that is Given to that Block of Hours)

NOTE: Wage Rates Effective July 1/02 - June 30/05

ROOFER ASSISTANT/APPRENTICE - SHEET METAL WORKER							
<u>July 1, 2004</u>	<u>Hr Rate</u>	<u>V&H</u>	<u>Benefit</u>	<u>Pension</u>	<u>Training & Apprenticeship Fund</u>	<u>IIF & Stab. Fund</u>	<u>Total Package</u>
1st 1000 hrs 70%	\$17.35	\$1.56	\$1.30	\$5.00	\$0.24	\$0.46	\$25.91
2nd 1000 hrs 80%	\$20.37	\$1.83	\$1.30	\$5.00	\$0.24	\$0.46	\$29.20
3rd 1000 hrs 90%	\$23.49	\$2.11	\$1.30	\$5.00	\$0.24	\$0.46	\$32.60
4th 1000 hrs 95%	\$24.95	\$2.25	\$1.30	\$5.00	\$0.24	\$0.46	\$34.20

The Parties agree that at the time a Provincial Apprenticeship Program for Roofers becomes effective they shall amend this Collective Agreement to include the Apprenticeship Schedule of Rates provided under the Provincial Program.

TOOL LIST (Roofer):

Every employee must have in his possession at the job the following tools:

Roofing Knife	Hammer
12' Tape	Small Trowel
Hand Saw	Adjustable Wrench
Chalk Line	Scissors

Journeymen Sheet Metal Workers shall supply and maintain for themselves:

12' Tape	1 Tool Box approx. 20" x 8" x 10"
Pencil and Note Book	1 Pr. Shears approx. 13 $\frac{1}{2}$ " 2 $\frac{1}{2}$ " cut
1 Thinners Hammer	1 Set of 3 Screwdrivers
1 Set Allen Wrenches	1 Set of 3 Robertson Screwdrivers
1 Set Spanner 5/16 to 7/8	1 Set of 3 Phillips Screwdrivers
1 Hacksaw	1 Flaring Tool 3/16 to 5/8" cap
1 Crescent Wrench	1 Tube Cutter 1/8 to 1"
1 Vice Grip	1 Pr. Long nosed Cutting Pliers
1 Scratch Awl	1 Pr. Combination Pliers
1 Centre Punch	1 Set of 2 Aviation Snips - M-1, M-2
1 25' Extension Cord & Shield	

TOOL LOCK-UP:

A separate tool lock-up will be provided for Sheet Metal employees where employers have in their employ employees in more than one trade.

UNION ADMINISTRATION FUND:

The employer agrees to deduct twenty cents (\$0.20) per hour worked for each employee and to remit by the second (2nd) week of each month, together with a list of employees and hours worked, to Local 56 Sheet Metal Workers, 3713 New Harris Road, New Harris, Nova Scotia B1X 1T1.

SUBMISSION OF RECORDS:

The Business Agent will forward to the employer a record form compatible to Bulger forms for submission to the Union office monthly which will list all employer contributions to benefit plans and employee payments to union dues.

The applicable working conditions shall be in accordance with this Collective Agreement.

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

JOSEPH WALL

JACK WALL

APPENDIX NO. 12 - TEAMSTERS - INDUSTRIAL

BETWEEN
CONSTRUCTION MANAGEMENT BUREAU LIMITED
 (hereinafter referred to as the "Bureau")

- AND -

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN AND HELPERS OF AMERICA
LOCAL 927
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/02 - June 30/05

TEAMSTERS				
Effective Date	Hr. Rate	V. & H.	I.I.F. & Stab. Fund	Total Pkg.
<u>July 1, 2002</u>	<u>\$28.04</u>	<u>\$2.52</u>	<u>\$0.46</u>	<u>\$31.02</u>
<u>July 1, 2003</u>	<u>\$29.18</u>	<u>\$2.63</u>	<u>\$0.46</u>	<u>\$32.27</u>
<u>July 1, 2004</u>	<u>\$30.33</u>	<u>\$2.73</u>	<u>\$0.46</u>	<u>\$33.52</u>

In addition to the above hourly rates the employer shall contribute to the Industry Improvement Fund and deduct and remit the amounts set out in the Pension Plan of this Appendix.

DISPATCHER BECOMES FOREMAN - One dollar sixty cents (\$1.60) above the highest rate. After there are twelve (12) trucks driven by Teamsters on site, another Teamster will then be hired to drive the Dispatcher's truck.

CLASSIFICATIONS:

- Trucks up to 1 ½tons
- Outboard motor boat
- Farm tractor
- Weight scale operator
- Forklift in warehousing, compound area and lay down area
- Garage service
- Material checker.....Base Rate
- Trucks 1 ½tons and over.....Base Rate + four cents (\$0.04)
- Warehousemen.....Base Rate + one dollar twenty-five cents (\$1.25)
- Euclid type trucks Ready mix or
Transit mix trucks, Tandem trucksBase Rate + twenty-two cents (\$0.22)
- Truck MechanicBase Rate + ninety-four cents (\$0.94)
- Low bed, Pole trailer, Semi-trailer.....Base Rate + one dollar thirty cents (\$1.30)

PAID HOLIDAYS:

The following are the paid holidays: **New Year's Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.**

SHIFT DIFFERENTIAL:

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

OPERATING SCHEDULE:

If Teamster is regularly assigned to a truck, Monday through Friday, in a given week and this truck is required to work Saturday or Sunday, such Teamster will be given preference on his own assigned vehicle.

PENSION PLAN:

The parties hereto agree to the establishment of a Pension Plan as follows:

- (a) It is agreed that the employer shall deduct and remit to the established Teamsters Canadian Pension Plan, Construction, fifty cents (\$0.50) for each hour worked by each employee covered by this Appendix. Such deductions shall be remitted to the Administrator of the Pension Plan on or before the twentieth (20th) day of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee.
- (b) Pension deductions shall be remitted to:

The Administrator
Teamster Canadian Pension Plan, Construction
c/o Wyatt Co.
550-409 Granville Street
Vancouver, BC
V6C 1T2

INDUSTRY IMPROVEMENT FUND:

The employer shall remit, per hour for each hour paid for the employee, twenty-six cents (\$0.26) in accordance with Article 3A of the Collective Agreement.

COUNCIL WIDE STABILIZATION FUND:

Employers shall remit and contribute ten cents (\$0.10) per hour, for each hour paid per employee, and shall contribute ten cents (\$0.10) per hour for each hour paid per employee, and shall remit the twenty cents (\$0.20) to the Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.) at 238 Vulcan Avenue, Sydney, NS B1P 5X2.

Employers shall contribute a total of forty-six cents (\$0.46) combined Industry and Stabilization Fund to:

Administrator
Cape Breton Unionized Construction Stabilization Fund (C.B.U.C.S.F.)
238 Vulcan Avenue
Sydney, NS
B1P 5X2

PROTECTIVE CLOTHING:

Rain gear, as required, will be supplied by the employer.

The applicable working conditions shall be in accordance with this Collective Agreement and Appendix.

SIGNATORIES

FOR THE EMPLOYER

JIM WILKIE

GREIG MACLEOD

FOR THE UNION

JIM RUSSELL
