

**CARPENTERS COLLECTIVE AGREEMENT  
MAINLAND PROVINCE OF NOVA SCOTIA  
2009 - 2012**

BETWEEN:

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

260 Brownlow Avenue, Unit No. 1  
Dartmouth, NS B3B 1V9  
Phone: (902) 468-2283  
Fax: (902) 468-3705

- AND -

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA  
LOCALS 83 AND 1392 OF THE NOVA SCOTIA AND P.E.I. REGIONAL COUNCIL**  
(hereinafter referred to as the "Union")

***LOCAL 83:***

1000 Sackville Drive  
Lower Sackville, NS B4E 0C2  
Phone: (902) 454-5100  
Fax: (902) 454-5001

***LOCAL 1392:***

139 Beaufort Street, PO Box 358  
Stellarton, NS B0K 1S0  
Phone: (902) 752-3176  
Fax: (902) 755-6244

***THIS AGREEMENT*** dated at Dartmouth, this 19th day of August, 2009

**LOCAL 83:**

Effective Date: June 29, 2009  
Expiration Date: April 30, 2012

**LOCAL 1392:**

Effective Date: June 29, 2009  
Expiration Date: April 30, 2012

**Amendment #1 – November 16, 2009**  
**Correction #1 – January 4, 2010**

## **OFFICE HOURS FOR:**

### **NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

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Dartmouth, NS B3B 1V9

Phone: (902) 468-2283

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Office Hours: 8:30 a.m. – 4:30 p.m.

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### **CARPENTERS LOCAL UNION 83**

1000 Sackville Drive  
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Phone: (902) 454-5100

Fax: (902) 454-5001

Office Hours: 8:00 a.m. - 5:00 p.m.

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### **CARPENTERS LOCAL UNION 1392**

139 Beaufort Street  
Stellarton, NS B0K 1S0

Phone: (902) 752-3176

Fax: (902) 755-6244

Office Hours: 8:00 a.m. - 5:00 p.m.

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## ARTICLE 1 - PURPOSE

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- 1.01 The purpose of this Agreement is to establish terms and conditions of employment in any aspect of the Construction Industry other than pipeline construction, bridge building, road building, the construction of sewers, tunnels and watermains and house building as stated in L.R.B. No. 392C.
- 1.02 Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that every term and condition contained within this Collective Agreement may be amended upon the agreement of the Parties.

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## ARTICLE 2 - RECOGNITION

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- 2.01 The employer and the CLRA recognize Union Locals 83 and 1392 as the sole collective bargaining agent for all workers employed by the employer as Carpenters, Carpenter Apprentices, working Foremen, Lather, Interior Systems Mechanics (ISM) and Acoustical Workers (including lathing and insulation in relation to said trade) and erection handling and dismantling of scaffolding on Mainland Nova Scotia.
- 2.02 The Union recognizes the CLRA as the sole collective bargaining agent for all unionized employers in the construction industry as covered by Accreditation Order L.R.B. No. 392C dated January 29, 1976 covering Mainland Nova Scotia.
- 2.03 The employer recognizes the craft jurisdiction of the Union and agrees to assign all work of the Carpenter Trade to the Carpenter's Union Locals 83 and 1392. The employer shall employ members of the Union **for on-site Carpentry work included in, but not limited to:**
- Concrete Form Work
  - Wood Framing
  - Sheathing
  - Hoarding
  - Temporary Building
  - Mill Work
  - Scaffolding
  - Metal Stud and Drywall and Acoustical Work
  - Pile Driving
  - Metal Cladding
  - Flooring

- 2.04 Carpenter's Union Local 83 shall have the territorial jurisdiction of Halifax County, Lunenburg County, Shelburne County, Hants, Kings, Annapolis, Digby, Yarmouth and Queens Counties.
- 2.05 Carpenter's Union Local 1392 shall have the territorial jurisdiction of Cumberland, Colchester, Pictou, Guysborough and Antigonish Counties.
- 2.06 If workers on work over which the Union has jurisdiction are required, the recognition clause (Article 2.01) shall be amended to include said classification(s). The Parties shall negotiate an agreed upon wage rate for such additional classification(s).

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**ARTICLE 3 - NO STRIKE - NO LOCKOUT**

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

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**ARTICLE 4 - DISCRIMINATION**

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- 4.01 The Parties hereby recognize and acknowledge their obligations and responsibilities pursuant to the *Human Rights Act* of Nova Scotia.
- 4.02 The Union shall not discriminate against any employer by reason of its membership in the CLRA and/or its participation in its lawful activity.

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## ARTICLE 5 - UNION SECURITY

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- 5.01 (A) When workers are required, as described in Article 2, for all jobs other than Major Industrial Projects Article 20, the employer shall request the Local Union(s) to furnish competent and qualified workers in good standing and the Local Union(s) shall supply, when available, competent and qualified workers in good standing as requested, however, the employer may request members by name from the out-of-work list, provided that the member is in good standing with the Local Union(s). The employer shall not hire Union members directly.

The Union(s) will give priority in hiring/dispatch to members living in the local area where a project is underway. Once all the Union members in the local geographic area have been dispatched or are not available for work, Union members shall be dispatched from the Unions' Hiring List.

All Union members who report to work must furnish a Union referral slip prior to starting work. The Union, when requested, may fax referral slips directly to the employer's offices. Any employer hiring a member without a referral slip shall be in violation of this Agreement.

Commencement of work by a Union member without a referral slip shall result in the termination of the Union member from the job site. Furthermore, said Union member will be denied access to the provisions of Article 5 for the remainder of the employer's work on the particular job site at the discretion of the Union.

Such workers name-hired shall have been a member of the Local Union for a minimum of six (6) months, are available for work and in good standing with the Local Union. The above criteria must be met before the Local Union is required to comply with the request of the employer. The Union may, in its sole discretion, waive the six (6) month requirement above after discussion between the Parties.

When all available Carpenters 83/1392 members are depleted in both the local geographic area of the job site and from the Unions' Hiring List, the employer shall have the right to procure such workers elsewhere as provided under Article 5.02.

When workers are requested, the Union may provide workers from any Local in the Council before the employer may exercise his rights under Article 5.02.

5.01 (B) For Major Industrial Projects (Article 20)

When workers are required, as described in Article 2, the employer shall request the Local Union(s) to furnish competent and qualified workers in good standing and the Local Union(s) shall supply, when available, competent and qualified workers in good standing. Employees shall be recruited on a two to two (2:2) ratio. The ratio 2:2 shall operate as follows:

- 2 workers name hire by the employer
- 2 workers named by the Union
- Formula to repeat until 20 workers are hired

After twenty (20) workers have been hired on each project by the employer, all subsequent workers shall be hired from the Union(s) hiring list.

Workers who are name hired shall have been a member of the Local Union(s) for a minimum of 6 months subject to Article 5.02.

The employer may request members by name, subject to the two to two (2:2) ratio from the out of work list provided that the member is in good standing with the local Union (s). The employer shall not hire Union members directly. The following hiring/dispatch procedure shall apply:

- (1) The Union(s) will give priority in hiring/dispatch to members living in the local area where a project is underway. Once all the Unions' members in the local geographic area have been dispatched or are not available for work, Unions' members shall be dispatched from the Unions' Hiring List.
- (2) When all available Carpenters 83/1392 members are depleted in both the local geographic area of the job site and from the Unions' Hiring List, the employer shall have the right to procure such workers elsewhere as provided under Article 5.02.

5.02 If after a period of forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays as contained herein, the Union is unable to supply the quantity of competent, qualified workers as requested, the employer may procure such workers elsewhere.

5.03 If the Union is unable to supply the manpower requirements of 5.01 and 5.02 above, the employer agrees that all workers hired from other sources and employed under the provisions of this Agreement shall be required, as condition of continued employment, to make application for membership to the Local Union having jurisdiction for the job or project within fifteen (15) days of commencement of employment. Membership in the Local Union will be granted to said employee(s) under the same terms and conditions that prevail in the Local Union.

5.04 If a lay-off occurs, the members of the Local Union of the United Brotherhood of Carpenters and Joiners of America, shall at all times be given job preference of employment over applicant employees. Membership in the Local Union for applicant employees as to acceptance or rejection will be dealt with not later than sixty (60) calendar days.

When lay-offs occur, workers from neighbouring Councils or Locals must be laid off first, starting with outside the Council, then outside the Local. This provision does not apply to supervision or between Locals 83 and 1392.

5.05 Any employee whose Union membership is rejected, or who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns or has his membership revoked in the Local Union will be deemed to have voluntarily separated and his employment will be terminated within two (2) days of receipt of written notice from the Union.

5.06 The employer shall deduct monies from all employees covered by this Agreement (Union or non-Union applicant), in the manner established by the Union the amount of the Union's regular dues.

Before the implementation of any deduction or change under this Article the Union shall discuss and review any such change or deduction with the employers thirty (30) days prior to the implementation of such change or deduction by the Union.

5.07 The employer agrees to deduct Initiation Fees in the amount that has been certified as the then current fee in the Local Union having jurisdiction for all applicable employees, when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees such Initiation Fee may be deducted in weekly instalments provided such deductions are made within a period of thirty (30) days from the date the Local Union advises the employer that any employee has submitted a written application to join the Local Union.

- 5.08 All Union Dues and Initiation Fees deducted shall be forwarded to the Financial Secretary of the Local Union not later than the fifteenth (15th) day of the month following such deductions, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.
- 5.09 The Local 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 by the employer for the purpose of complying with the provisions of this Section i.e. deduction of monies.
- 5.10 It is agreed that the employer has the right to transfer employees within the jurisdiction of each Local Union and from Local Union to Local Union upon approval of the Business Representatives.
- 5.11 To be considered qualified, the Carpenters sent from the Union must come equipped with the appropriate tools of the trade. The following lists as outlined in Article 6 is to be considered a minimum tool list.
- 5.12 Where it is permitted by the owner, the Union shall have the right to post "Built by Union Carpenters", signs on the project.
- 5.13 The employer shall have the right to transfer one (1) working foreman per job who shall be a member in good standing of the Local 83 or 1392 provided that the first worker on the job shall be a Journeyman in good standing of the Local Union where the work is being performed, and furthermore, that member(s) of the Local Union shall at all times be retained.

- 5.14 (1) The purpose of this Article is to provide a greater mobility to unionized contractors on Mainland Nova Scotia in the construction industry. It shall not apply to any of the work defined under Article 20 “Major Industrial Projects” of the Mainland Collective Agreement. The Union and the Employer agree that this Agreement will provide a greater flexibility to employers in the hiring and retention of union carpenters, thus improving their ability to compete against non-union employers in the construction industry.
- (2) The employer has the option to exercise the Mobility Provisions herein at the employer’s discretion. If the Employer elects not to utilize the Mobility Provisions set out below, the Mainland Collective Agreement shall apply as it existed prior to this provision being adopted.
- (3) The Parties agree to full mobility for employers and carpenters between the geographical jurisdictions of Local 83 and Local 1392 subject to the following conditions:
- A. Any worker who is mobilized has to be a member in good standing with either Local 83 or Local 1392 for a period of six months.
  - B. The second worker on the jobsite must be from the Local Union in the geographic area in which the jobsite is located, and the Business Representative shall have the right to dispatch or appoint the second worker as the Job Steward and to replace the Steward as the Union deems appropriate.
  - C. The Steward shall be the second last worker to leave the job.
  - D. All other provisions of the Carpenters 83/1392 Mainland Collective Agreement shall apply.
- (4) Once an employer commences working under the Mobility Provisions, that employer must continue to operate under these provisions until the completion of the job.
- (5) Any employer wishing to operate under these Mobility Provisions shall provide written notice of that intention to the Local Union. Such written notice shall include the location of the jobsite.

## ARTICLE 6 - MINIMUM TOOL LIST

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### 6.01 DRYWALL TOOLS:

See Lather (ISM) Schedule "B"

### 6.02 GENERAL CARPENTER TOOLS:

- |                    |                                |
|--------------------|--------------------------------|
| • Claw Hammer      | • Hand Saw                     |
| • 2' Level         | • Framing Square               |
| • Chisel Set       | • Combination Square           |
| • Chalk Line       | • Pry Bar                      |
| • Dry Line         | • Plumb Bob                    |
| • Carpenters Apron | • 24' or 8m Tape (as required) |
| • Pencil           | • Block Plane                  |
| • Utility Knife    | • Hatchet                      |

### TOOLS FOR CARPENTERS PERFORMING FORM WORK:

- |                    |                                   |
|--------------------|-----------------------------------|
| • Claw Hammer      | • Hand Saw                        |
| • 2' Level         | • Framing Square                  |
| • Chalk Line       | • Plumb Bob - 12 oz. or heavier   |
| • Carpenters Apron | • 25' or 8m Tape (as required)    |
| • Pencil           | • Adjustable Wrench 12" or larger |
| • Utility Knife    | • Lineman Pliers or End Cutters   |
| • Hatchet          | • <u>4' Level</u>                 |

### TOOLS FOR CARPENTERS PERFORMING SCAFFOLDING:

- |                                     |                          |
|-------------------------------------|--------------------------|
| • Claw Hammer                       | • Magnetic Torpedo Level |
| • Side Pouch                        | • Wedge/Punch            |
| • Adjustable Wrench – 10" or Larger | • 25' or 8m Tape         |
|                                     | • Handsaw                |

Employee has option to buy his/her own safety harness.

The Employer has the responsibility to inspect the harness, shock absorber and lanyard as per the O.H. & S. Act.

- 6.03 Carpenters may not commence or continue work until they are equipped with the above tools.
- 6.04 Tools that are supplied to the employee by the employer and signed for on the appropriate form shall be returned to the employer on termination. The replacement cost, at the employer's cost price of said tools will be borne by the employee if not returned and deductions for same will be made off his next pay due. Loss of such tools signed for by employees due to fire or theft while under the employer's lock and key shall not be deemed replaceable by the employee. Tools supplied by the employer must be in good repair.
- 6.05 The employer agrees to replace lost tools due to fire or theft (by forcible entry) while such tools are under the employer's lock and key. In the event that the employer does not replace the employees' tools, the employer agrees to provide compensation for any employee's tools lost under this clause within thirty (30) days.

If the employee wishes to supply additional hand tools, the employer and the employee may mutually agree that, for a specific period, that the employee may supply additional hand tools. If such an Agreement is reached, the employee shall file, with the employer, a tool form documenting the employee's additional tool list upon the commencement of work by the employee with the employer.

- 6.06 Before an employee is required to use power tools, adequate and appropriate electrical power outlets of sufficient voltage and amperage and meeting all applicable safety regulations shall be within one hundred (100) feet of the work area.

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**ARTICLE 7 - APPRENTICESHIP**

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- 7.01 The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement in accordance with the Apprenticeship and Tradesmen's Qualification Act shall be based on the journeyman's rate as in Schedules A, B, & R attached to this Agreement.
- 7.02 The employer shall hire and maintain Apprentices in a ratio of:  
One (1) Apprentice for every one (1) Journeyman.
- 7.03 Preference of employment shall be granted to all indentured Apprentices in order to provide a reasonable opportunity for those indentured to complete their apprenticeship. Apprentices may be indentured to the Joint Labour Management Indentureship Committee or their employers.
- 7.04 The employer agrees to the following incentive measures:
- (1) Each employer will present to each indentured apprentice with a satisfactory record of work and attendance at apprenticeship classes, one (1) quality brand carpenter tool for each six (6) month period.
  - (2) It is understood that the Apprentice must return to the employ of the employer if employment is available by said employer at that time. It is mutually agreed that all Apprentices attending classes shall, to qualify for the foregoing, attend not less than ninety-five percent (95%) of the classes held, except in the case of sickness.
- 7.05 In the event that there is an agreement of the Parties to establish a Joint Indentureship Committee under this Agreement, or such a Committee is required by way of legislative change, the Parties agree to make the necessary amendments to this Agreement.

7.06 All Apprentices should be registered within the Province and indentured to either an employer or the Joint Indentureship Committee. Apprentice responsibilities are set forth in the Apprenticeship Trades Qualifications Act. All Apprentices shall be required to complete legally prescribed education and courses and ensure that the individual's logbook is kept up-to-date. The Union shall have the authority to remove, upon adequate notice to the employer, any Carpenter Apprentice from a job site for failure to fulfil legal contractual obligations under this Article. Employers shall verify all work hours completed. Employers shall give all Apprentices the opportunity to work at as many aspects of the Apprentice trade, which are normally performed by the employer and within acceptable levels of production.

Employers shall ensure that the Apprentices logbook is signed by a qualified employer's representative upon the request of the qualifying Apprentice. Employers shall verify all work hours completed. Employers shall give all Apprentices the opportunity to work at as many aspects of the Apprentice's trade which are normally performed by the employer and within acceptable levels of production.

## **ARTICLE 7A – PROBATIONARY WORKERS**

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7A.01 Employers may, at the discretion of the union, hire probationary workers.

- a) The category of probationary worker shall apply to new entrants of the trade and also to persons recruited from the non-union sector and whose skill level is yet to be determined.
- b) In order to be competitive the parties agree that a probationary worker under this agreement shall not be paid either the health & welfare payments or pension fund payments normally established for work under this collective agreement. In addition, no contributions as mandated to a variety of Industry Improvement Funds or Training Funds or Union Funds under this agreement shall be paid on behalf of hours worked for probationary workers.
- c) The minimum rate for a probationary worker shall be the applicable minimum hourly rate as paid to an apprentice working under Schedule B of this agreement. In addition, the probationary employer shall be entitled to a four percent (4%) vacation allowance. Alternatively, if a higher hourly rate can be agreed between the employer and the employee, than that rate shall apply.
- d) A probationary employee must be assessed by an employer no later than between two and four weeks after the date of initial hiring. Such employee must then make application for union membership or be dismissed from employment immediately following the assessment.

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**ARTICLE 8 - STEWARDS**

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8.01 When an employer has three (3) or more Union members employed on a job site, the Business Manager or Business Representative shall have the exclusive right to dispatch or appoint a Job Steward when a fourth (4th) Union member is required.

The Union Business Manager or Business Representative has the right to replace the Job Steward at any time by either appointing another Union member from the existing on-site employees or by dispatching a replacement who shall replace the terminated Union Steward.

8.02 The Steward will be a qualified Journeyman and will perform the work of a Journeyman at the Journeyman's rate of pay. In addition to his duties as a Journeyman he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the employer's representative on the job whenever possible. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement. A Working Foreman cannot hold the Steward's position.

8.03 The employment of the Steward and/or alternate shall not be terminated until the employer has discussed the matter with the Business Manager or Business Representative.

8.04 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.

8.05 The Job Steward shall not suffer discrimination or punitive measures for representing employees under this Agreement and shall be asked to work all overtime where practicable.

8.06 When there are less than three (3) employees on the job site, the employment of the Job Steward may be retained, transferred or terminated. The Business Manager or Business Representative will be notified when the Steward is laid-off or transferred.

8.07 Under no circumstances shall the 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.

8.08 All other provision of Article 8 apply except where amended by Article 5.14.

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## ARTICLE 9 - ACCESS TO THE JOB SITE

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- 9.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 9.02 Notification for access will be made with the employer's representative on the job whenever practicable.
- 9.03 Conduct on the job site will be subject to the general regulations of the employer which shall be posted.
- 9.04 Sub-contractors will not be held responsible if access to the project is withheld by a non-union general and/or owner.

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## ARTICLE 10 - MANAGEMENT RIGHTS

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- 10.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used, are vested solely in the employer.

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## ARTICLE 11 - DISCIPLINE

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- 11.01 The procedure by the employer in disciplining an employee regardless of the amount of time on the project shall be:
- (1) Warn the employee in writing of the offence. Warning notice is to be signed by the employee's Foreman or Steward. Copy of warning notice mailed to the Union office.
  - (2) Second warning calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
  - (3) The above is not applicable to the following: intoxication, insubordination, theft, altercation on site and illegal work stoppages which may be subject to dismissal.

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## ARTICLE 12 - NORMAL HOURS OF WORK

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- 12.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.
- 12.02 The normal hours of work shall consist of eight (8) hours per normal work day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

### **Compressed Work Week:**

- 12.02A A compressed work week may be established at specific work sites if deemed necessary by the employer. The employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided only that the four (4) ten (10) hour days are scheduled during the Monday through Friday unless varied by mutual consent by the employer and the Union. Such consent will not be unreasonably withheld.

In a week where fewer than forty (40) hours are worked, employees will be paid the appropriate overtime rates and pensions for hours worked in excess of eight (8) hours per day. This provision will not apply when an employee takes sick time, holiday time or otherwise elects not to work when work is available.

- 12.03 The lunch period shall be one-half (1/2) hour duration midway through the shift.
- 12.04 Should expediency require, the normal starting and quitting times, rest periods and/or lunch period may be changed by mutual agreement between the employer and the employees on the job site and a written copy of the change in normal starting and quitting times, rest periods and/or lunch period will be sent by the employer to the Union's office, if such normal and quitting time extends beyond three (3) days duration.
- 12.05 The employer shall allow a rest period of ten (10) minutes once in the midway point of the morning and once in the midway point of the afternoon. The ten (10) minute rest period and thirty (30) minute lunch period shall be measured from the time the employee ceases his labour to commencement of labour and shall be at a time determined by the employer. This provision applies to all shifts worked.
- 12.06 The employee shall be given a ten (10) minute rest period before the commencement of overtime provided that the overtime scheduled is two (2) hours or less in duration.

12.07 When work cannot be performed during normal working hours due to the owners' stipulations, employees may perform the work required outside of the normal working hours according to job requirements and specifications at the regular hourly rates of pay. Overtime as described in Article 16.01A will apply to work performed on Saturday, Sunday, holidays or in excess of eight (8) hours in a twenty-four (24) hour period. Should an employer feel that he is facing non-Union competition on short-term weekend work, he may request targeting under Schedule "T" to deal with these situations.

**ARTICLE 12A - HOURS OF WORK FOR FORM WORK, E.I.F.S.,  
AND WEATHER EFFECTED WORK  
AND EMPLOYER MAJOR EQUIPMENT BREAKDOWN**

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12A.01 The hours of work for weather-effected work shall be as follows:

- (A) Daily to ten (10) hours maximum
- (B) In an effort to maximize available hours of employment on Commercial jobs for Carpenters engaged in weather affected work the following provisions shall apply:

When employees are unable to accumulate forty (40) hours of employment during a week because of inclement weather or major equipment breakdown, they may volunteer to work make-up hours at straight time rate to a maximum of forty-five (45) hours per week, before overtime premiums will be payable. The employer shall not use this provision to discriminate against employees who are unavailable to work the additional make-up hours.

12A.02 Overtime shall be paid at time and one half (1 ½ x) the straight time rate of pay for hours above the maximum daily (A) and or weekly maximum (B).

12A.03 If an employee works more than forty eight (48) hours per week, each additional hour shall be paid at double time (2 x) the straight time rate of pay.

Hours worked by an employee on Sunday or Holidays as set out in Article 16 shall be paid for at double time (2 x) the straight time rate of pay.

12A.04 Make up time shall be voluntary. When practicable, make-up time shall be distributed equally among all employees on the job site.

**ARTICLE 12B - FOR MAJOR PROJECTS (ARTICLE 20) - HOURS OF  
WORK FOR FORM WORK, E.I.F.S.,  
AND WEATHER EFFECTED WORK AND EMPLOYER MAJOR  
EQUIPMENT BREAKDOWN**

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- 12B.01 The hours of work for weather affected work shall be as follows:
- a. Daily to ten (10) hours maximum
  - b. Weekly to forty (40) hours maximum (45 hours for drywall employees on EIFS and exterior weather affected work)
- 12B.02 Overtime shall be paid at double (2x) rates of pay for hours above the maximum daily (a) and/or weekly maximum (b).
- 12B.03 Hours worked by an employee on Sunday or holiday as set out in Article 16 shall be paid at double time (2x) the straight time rate of pay.
- 12B.04 Make up time shall be voluntary. When practicable, make up time shall be distributed equally among all employees on the job site.

**ARTICLE 13 - SHIFT WORK**

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- 13.01 In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight. The above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours.
- 13.02 When it is necessary to work two (2) or more shifts of work within twenty-four (24) hours, work performed between the hours of 5:00 p.m. and 7:00 a.m. shall be paid for at the rate of straight time plus fifteen percent (15%). The fifteen percent (15%) premium will only be paid on hours worked, i.e. no pyramiding.
- 13.03 Split Shift - For Use With Exterior Work Only - Both Shifts Shall Have a Minimum Length of Eight (8) Hours Unless Weather Effected

Notwithstanding the clauses of Articles 13.01 and 13.02 above it is agreed that work may be scheduled between the hours of 6:00 a.m. and 9:00 p.m., so as to maximize the daylight hours. To utilize these hours the intention will be to split the shift with the first shift working eight (8) hours; or more during make-up situations and the second shift starting work during the second half, again with eight (8) hours as being the shift length except under make-up conditions. No premium normally due to shift work shall apply under this split shift situation.

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## ARTICLE 14 - REPORTING TIME

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The employer has a general duty to provide work for employees who report for work, and to notify employees not to report for work if their services are not required. Where an employee is requested to report for work and reports in accordance with that request and no work is provided, the employee shall be entitled to receive pay for four (4) hours at the regular rate of pay, provided that the employee in question remains on site and is available for work or receives permission or instruction to leave the job site from the employer. However, where strike conditions, weather conditions or other factors beyond the control of the employer make it impossible, impractical or unsafe to put an employee to work, the following provisions are to apply:

- 14.01 If a bargaining unit employee reports to the site and is requested to remain on site by on site supervision, and he subsequently works, he shall be paid for all his time on the site, not just the hours he has worked.
- 14.02 If a bargaining unit employee is on site and is requested by on site supervision to stay up to a maximum of two (2) hours, and thereafter he is not put to work, he shall not receive any pay.
- 14.03 If a bargaining unit employee is on site and is requested by on site supervision to stay beyond a two (2) hour period, he shall be paid for any time that he remains on site in accordance with the request beyond the initial two (2) hours, whether he works or not.
- 14.04 If a bargaining unit employee is on site and remains on site by his own volition, he shall be paid only for hours worked that day.
- 14.05 These provisions are not to be used in a discriminatory manner against any bargaining unit employee.
- 14.06 The foregoing provisions shall apply to Saturday, Sunday, and Holidays and shift work at the applicable rate of pay.
- 14.07 The employer shall determine when weather conditions on the job are such that the men shall or shall not work.

**ARTICLE 15 - CALL BACK TIME**

- 15.01 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 double time (2x) rate but not less than two (2) hours.
- 15.02 When employees are called out to work by Management on Saturdays, Sundays and statutory holidays and commenced work regardless when called, Article 14 shall apply.
- 15.03 Travel time will apply if applicable.

**ARTICLE 16 - OVERTIME**

- 16.01A All overtime hours shall be paid for at time and one-half (1 ½ x) the straight time rate except for those hours worked in excess of eight (8) hours on Saturdays and all hours worked on Sundays and holidays which shall be paid for at double (2x) the straight time rate of pay.
- 16.01B **FOR MAJOR PROJECTS UNDER ARTICLE 20 - EXCEPT FOR THOSE PROJECTS UNDER ARTICLE 12B**  
Overtime hours shall be paid for at double time (2x) the straight time rate of pay worked in excess of forty (40) hours per week.
- 16.01C Overtime on projects as listed in Article 20.01(A) 1 to 10 inclusive, shall be at double (2x) the straight time rate for work not covered by 16.01B and travel and subsistence shall be as per Article 19A. This provision shall not apply to Commercial work performed on such a site.
- 16.02 When a work day exceeds ten (10) hours and when employers are required to work in excess of ten (10) hours in one (1) day, the employees shall be provided with a meal allowance. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period as follows:
 

|                            |                                   |
|----------------------------|-----------------------------------|
| <u>June 29, 2009</u> ..... | <u>sixteen dollars (\$16.00)</u>  |
| <u>May 1, 2010</u> .....   | <u>eighteen dollars (\$18.00)</u> |
| <u>May 1, 2011</u> .....   | <u>twenty dollars (\$20.00)</u>   |

- 16.03 All overtime work shall be on a voluntary basis. If practical, overtime shall be divided equally among the employees doing the work.
- 16.04 The overtime provisions outlined above shall be adjusted for market conditions as set forth in CRAFT SCHEDULE "T" and as agreed by the Parties.

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**ARTICLE 17 - VACATION AND HOLIDAY ALLOWANCE**

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- 17.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays.
- 17.02 Payment of the allowance shall be calculated and paid weekly as eight percent (8%) of gross earnings during the pay period.
- 17.03 If an employee elects to take an annual vacation, the employer and employee shall mutually agree on the time of such annual vacation.

## ARTICLE 18 - DESIGNATED HOLIDAYS

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

### Designated Holidays 2009 – 2012

| CALENDAR YEAR 2009 | HOLIDAY FALLS ON            | HOLIDAY OBSERVED ON       |
|--------------------|-----------------------------|---------------------------|
| Victoria Day       | Monday May 18, 2009         | Same                      |
| Canada Day         | Wednesday July 1, 2009      | Same                      |
| Labour Day         | Monday September 7, 2009    | Same                      |
| Thanksgiving Day   | Monday October 12, 2009     | Same                      |
| Remembrance Day    | Wednesday November 11, 2009 | Same                      |
| Christmas Day      | Friday December 25, 2009    | Same                      |
| Boxing Day         | Saturday December 26, 2009  | Monday December 28, 2009  |
| CALENDAR YEAR 2010 | HOLIDAY FALLS ON            | HOLIDAY OBSERVED ON       |
| New Years Day      | Friday January 1, 2010      | Same                      |
| Good Friday        | Friday April 2, 2010        | Same                      |
| Victoria Day       | Monday May 24, 2010         | Same                      |
| Canada Day         | Thursday July 1, 2010       | Same                      |
| Labour Day         | Monday September 6, 2010    | Same                      |
| Thanksgiving Day   | Monday October 11, 2010     | Same                      |
| Remembrance Day    | Thursday November 11, 2010  | Same                      |
| Christmas Day      | Saturday December 25, 2010  | Monday December 27, 2010  |
| Boxing Day         | Sunday December 26, 2010    | Tuesday December 28, 2010 |
| CALENDAR YEAR 2011 | HOLIDAY FALLS ON            | HOLIDAY OBSERVED ON       |
| New Years Day      | Saturday January 1, 2011    | Monday January 3, 2011    |
| Good Friday        | Friday April 22, 2011       | Same                      |
| Victoria Day       | Monday May 23, 2011         | Same                      |
| Canada Day         | Friday July 1, 2011         | Same                      |
| Labour Day         | Monday September 5, 2011    | Same                      |
| Thanksgiving Day   | Monday October 10, 2011     | Same                      |
| Remembrance Day    | Friday November 11, 2011    | Same                      |
| Christmas Day      | Sunday December 25, 2011    | Monday December 26, 2011  |
| Boxing Day         | Monday December 26, 2011    | Tuesday December 27, 2011 |
| CALENDAR YEAR 2012 | HOLIDAY FALLS ON            | HOLIDAY OBSERVED ON       |
| New Years Day      | Sunday January 1, 2012      | Monday January 2, 2012    |
| Good Friday        | Friday April 6, 2012        | Same                      |

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

**ARTICLE 19 - TRAVEL AND SUBSISTENCE**

19.01 There shall be a free zone for employees working within a forty-five (45) kilometre radius of the Halifax County intersection of Provincial Highways, 101 and 102. Travel and subsistence allowance will not apply when travelling to and working within this free zone (19.01). There shall be NO travel, and/or room and board payable on commercial work in the area of the geographical jurisdiction of Local 1392.

19.02 No travel will be paid until an employee has travelled a distance of over seventy-five (75) kilometres from the employee’s principal place of residence to the job site by the shortest available Department of Transportation maintained normally travelled route. All travel by the employee beyond a distance of seventy-five (75) kilometres each way shall be paid as set out in Article 19.03.

**19.03 Mileage Allowance:**

June 29, 2009 .....fifty-two cents (\$0.52) per kilometre

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

19.04 (A) Employees who are required to travel a distance of 115 kilometres or more from their principal residence shall be paid subsistence allowance as follows:

June 29, 2009 .....ninety dollars (\$90.00) per day scheduled work

May 1, 2010 .....ninety-five dollars (\$95.00) per day scheduled work

May 1, 2011 .....one hundred dollars (\$100.00) per day scheduled work

(B) The employer, may at the employer’s discretion, provide room and boarding lieu of subsistence allowance as long as the accommodations are adequate.

(C) Under no circumstances shall travel by an employee, outside the jurisdictional area of Local 83/1392 be used to calculate benefits under Articles 19.02 and 19.04 herein.

(D) If either the Union or the Employer determine that travel and subsistence under Article 19 is not feasible on a specific project, then an amendment to Article 19 may be jointly agreed to by the parties on a project-by-project basis.

(E) Daily mileage allowance shall not exceed daily living allowance as set forth in Article 19.04 (A).

- 19.05 When an Employee is required to travel from one site to another site during working hours and the Employee is required to use the Employee’s own vehicle, such Employee shall be paid the hourly rate and any parking costs incurred by the Employee.
- 19.06 All payments made to Union employees under Article 19 shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made on a non-income taxable basis. It shall be the responsibility of Employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The Employer shall make the forms available to each Employee at the beginning of the project. Should the Federal Government or it’s agencies change the requirements for TD-4 Forms, the parties agree to meet and make necessary amendments to this Article 19.06 upon reasonable written notice by either party to the other.

**ARTICLE 19A - TRAVEL AND SUBSISTENCE FOR MAJOR PROJECTS**

- 19A.01 There shall be a free zone for employees working within a forty-five (45) kilometre radius of the Halifax County intersection of Provincial Highways, 101 and 102. Travel allowance will not apply when travelling to and working within this free zone.
- 19A.02 No mileage allowance shall be paid until an employee has travelled a distance of over forty-five (45) kilometres from the employee’s principal residence to the job site by the shortest available Department of Transportation maintained normally travelled route. All travel by the employee beyond a distance of forty-five (45) kilometres each way shall be paid as set out in Article 19A.03.

**19A.03 Mileage Allowance:**

June 29, 2009 .....fifty-two cents (\$0.52) per kilometre

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

19A.04 (i) Employees who are required to travel a distance of 100 kilometres or more from the employee’s principal place of residence will be paid a subsistence allowance. These employees shall not be paid mileage. The subsistence allowance shall be as follows:  
June 29, 2009 .....ninety dollars (\$90.00) per day scheduled work  
May 1, 2010 ..... ninety-five dollars (\$95.00) per day scheduled work  
May 1, 2011 .....one hundred dollars (\$100.00) per day scheduled work

(ii) Subsistence allowance Article 19A.05 (i) shall be paid to all employees who travel a distance of over one hundred (100) kilometres from the employee’s principal residence to the jobsite by the shortest available Department of Transportation maintained normal travel route.

(iii) The employer, may at the Employer’s discretion, provide room and board in lieu of subsistence allowance as long as the accommodations are adequate.

(iv) Under no circumstances will travel outside of the jurisdictional area covered by Carpenters 83/1392 be used to calculate benefits under Article 19A.02 and 19A.04.

19A.05 All payments made to Union employees under Article 19 shall be made on the basis of a completed TD-4 Form when applicable being appropriately completed and signed and the payments being made on a non-income taxable basis. It shall be the responsibility of Employees to make any income tax payments that may be found to be due now or in the future. In the absence of appropriately completed TD-4 Forms, all payments shall be added to gross pay and taxed. The Employer shall make the forms available to each Employee at the beginning of the project. Should the Federal Government or it’s agencies change the requirements for TD-4 Forms, the parties agree to meet and make necessary amendments to this Article 19.05 upon reasonable written notice by either party to the other.

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**ARTICLE 20 - MAJOR INDUSTRIAL PROJECTS**

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20.01 (A) Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00).

1. Heavy water plants
2. Oil and gas refineries
3. Pulp mills
4. Petro-chemical plants
5. Automobile manufacturing plants
6. Rubber plants (such as Michelin)
7. Steel mills
8. Metal producing facilities
9. Power generating projects
10. Ore reduction plants and Smelters
11. Deep Water Ports or unloading docks, bridges, water and sewer treatment plants, provided all are within the definition of Accreditation Order 392 C.

Either party may request a joint meeting prior to the close of tendering to clarify the status of the project under the definition of 20.01.

20.01 (B) **SHUTDOWN  
IS**

- Complete unit outages scheduled well in advance of the actual downtime (typically greater than 1 year) for the purpose of significant unit mechanical repair.
- Major unit outages taken before the scheduled interval if the majority of the scheduled turnaround work is completed and the date of the next turnaround is reset.

**IS NOT**

- Scheduled unit outages for cyclical or regulatory purposes.
- Downtime of only part of a unit for maintenance work.
- Downtime to place a unit back in service following an outage.

20.02 The parties may meet and agree to different terms and conditions to apply on a given project falling under Article 20 should special conditions so require.

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**ARTICLE 21 - TERMINATION OF EMPLOYMENT OR LAYOFF -  
LAYOFFS AND SEVERANCE PAY**

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- 21.01 Layoffs shall occur only at 12:00 noon and normal quitting time. Each employee shall receive one (1) hours notice of layoff or one (1) hours pay in lieu of such notice at his regular rate of pay. Upon receiving notice of layoff an employee has the option to leave the site as soon as he has picked up and/or returned his tools and equipment, and if the employee does so leave the site he shall be entitled to be paid until 12:00 Noon or 4:30 p.m. (whichever is applicable).
- 21.02 Employees who are laid off, quit or are discharged from the service of the employer shall receive their wages and employment record of earnings on termination if the payroll is made up on the project (job site); otherwise, the employer shall mail the employment record of earnings and wages on or before the regular pay day of the week following. Should the employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates, and an additional sum equivalent to eight (8) hours pay at straight time rates, for every two (2) additional days delinquency. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee shall be advised promptly by the employer of the cause for dismissal.

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**ARTICLE 22 - WAGES**

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- 22.01 The regular hourly rates of pay for each classification of workman shall be in accordance with the rates contained in Craft Schedule "A" and the Lather, Interior Systems Mechanics (ISM) Schedule "B" and Appendix "MIP". Schedules "A" and "B", Appendix "MIP" and Schedule "T" are attached hereto and are hereby made part of this Collective Agreement.
- 22.02 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.

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**ARTICLE 23 - PAY PERIOD**

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- 23.01 Wages shall be paid weekly, by cash, cheque or electronic deposit. If payment is by cheque/electronic deposit it must be distributed/deposited before quitting time on Thursday. If payment is by cash, payment shall be made no later than quitting time on Friday. If Thursday or Friday is a holiday and payment is by cheque, pay will be distributed on Wednesday. In the case of electronic deposit, the employee shall receive a statement of hours worked, earnings and deductions on the job within ten (10) days.
- 23.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.
- 23.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 23.04 When cheques are not distributed on Thursday in accordance with this Article and the employee is not paid until after Monday of the following week, the employee shall receive one (1) day's pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Tuesday through to Friday.
- 23.05 The Union may require, at its sole discretion, out of province employers to establish a payroll account in a local, recognized and established financial institution.

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**ARTICLE 24 - SAFETY AND HEALTH**

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- 24.01 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. Failure to comply with safety regulations or directions may be grounds for instant dismissal.
- 24.02 Employees shall not be required to work with unsafe equipment and conditions as specified by the Nova Scotia Occupational Health & Safety Act.
- 24.03 Safety hats, C.S.A. approved footwear, and other safety equipment as the job requires must be worn by all employees on the job site at all times. Chin straps shall be worn when wind and other working conditions require wearing the straps.

- 24.04 Adequate toilet facilities, potable drinking water (year round) and paper cups will be provided by the employer.
- 24.05 Potable drinking water, tool sheds and lunch rooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for on site.
- 24.06 Where required, adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches, tables, be lockable, be kept clean and include a locked tool storage area. One (1) lunchroom shall be provided and it shall be smoke free.
- 24.07 The employer shall provide the following items of equipment and/or clothing when weather and working conditions require their use:
- (a) rain suits (in clean condition)
  - (b) safety goggles
  - (c) safety harnesses with proper safety lines
  - (d) all power tools and power equipment, except as provided for in Schedule "B".
  - (e) the employer must supply hard hats if employers wish their employees to wear a particular colour hard hat.
- 24.08 When a crane operator's view is obstructed, the employer will supply a man who understands proper signals to direct the crane operator.
- 24.09 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if the injury occurs in the second half of the shift.
- 24.10 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.
- 24.11 Piecework of any nature shall be a violation of this Agreement except as stipulated by the J.C.C. under Article 35.02, or as expressly permitted herein.

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**ARTICLE 25 - JURISDICTIONAL DISPUTES**

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25.01 A jurisdictional mark-up meeting will be held when requested in writing at any time on a project basis by either the Union or the contractor. The contractor shall be required to provide a full and detailed description of the scope of work at such mark-up meeting. In the event any such work assignments are disputed, at such mark-up meetings, the Union shall be permitted ten (10) days in which to present documented argument and evidence as to its claim to the disputed work jurisdiction prior to any final assignments being made by the contractor.

Jurisdictional disputes arising following the mark-up meeting will be made in accordance with the Procedures, Rules and Regulations of the National Joint Board Building Trades Department, AFL/CIO or its successor.

25.02 In the event such jurisdictional dispute cannot be settled on a Local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 50 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

25.03 All work assignments given to Carpenters Locals 83/1392 by way of mark-up meetings to be copied and faxed to the Nova Scotia Construction Labour Relations Association Limited.

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**ARTICLE 26 – GRIEVANCE AND ARBITRATION**

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26.01 The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

26.02 Failing settlement, the grievance shall be settled by Arbitration. The Arbitrator shall be as agreed between the Parties. Failing agreement either Party may utilize the provisions of Section 107 of the Trade Union Act.

## ARTICLE 27 - EMPLOYER CONTRIBUTIONS

27.01 Employers bound, or subject to this Agreement, shall remit monthly to the Administrator of Records before the fifteenth (15th) day of the month, the following amounts as listed herein for all journeymen referred to in Article 2.01 of this Agreement. For apprentices, consult the appropriate tables in the attached Schedules “A”, “B” and Appendix “MIP”.

| <b>Effective Date</b>   | <b>Health &amp; Welfare Plan</b> | <b>Pension Plan</b> | <b>Training &amp; Industry Improvement Fund</b> | <b>Total Remittance</b> |
|-------------------------|----------------------------------|---------------------|---|-------------------------|
| <b>Major Industrial</b> |                                  |                     |   |                         |
| <u>June 29, 2009</u>    | <u>\$1.58</u>                    | <u>\$4.83</u>       | <u>\$0.97</u>                                   | <u>\$7.38</u>           |
| <u>May 1, 2010</u>      | <u>\$1.83</u>                    | <u>\$4.92</u>       | <u>\$1.07</u>                                   | <u>\$7.82</u>           |
| <u>May 1, 2011</u>      | <u>\$1.83</u>                    | <u>\$5.06</u>       | <u>\$1.07</u>                                   | <u>\$7.96</u>           |
| <b>Commercial</b>       |                                  |                     |   |                         |
| <u>June 29, 2009</u>    | <u>\$1.58</u>                    | <u>\$4.44</u>       | <u>\$0.97</u>                                   | <u>\$6.99</u>           |
| <u>May 1, 2010</u>      | <u>\$1.83</u>                    | <u>\$4.55</u>       | <u>\$1.07</u>                                   | <u>\$7.45</u>           |
| <u>May 1, 2011</u>      | <u>\$1.83</u>                    | <u>\$4.67</u>       | <u>\$1.07</u>                                   | <u>\$7.57</u>           |

27.02 Employer remittances to the Health & Welfare & Pension Plans will be made on forms provided by the Administrator which will indicate the specific fund breakdown and sent to:

**Carpenters 83/1392 Benefit Plan Trust Funds**  
**c/o Manion Wilkins & Associates Ltd.**  
 222 Rowntree Dairy Road, Unit #4 (3<sup>rd</sup> Floor)  
 Woodbridge, ON **L4L 9T2**

Employers should include on the Remittance Form(s) the employee's name, S.I.N. and the number of hours worked by the employee for each week. The employer is also required to submit a nil report(s) for any period of time where no employees are employed.

27.03 Remittances to Carpenters Training Fund, Industry Improvement Fund, Nova Scotia Construction Sector Council Fund and Techsploration in the amount of ninety-seven cents (\$0.97) and effective May 1, 2010 shall be one dollar seven cents (\$1.07) will be on the forms provided, indicating the specific fund breakdown and sent to:

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

**Correction #1 – January 4, 2010**

27.03A It is agreed that Carpenters 83/1392 retain the exclusive right to allocate and/or reallocate annual wage increase to the various benefit trust funds and any other union funds designated in the current Collective Agreement. Carpenters 83/1392 shall give at least sixty (60) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wage increase between designated union funds.

27.03B It is agreed that the CLRA has the right to allocate increases to the CLRA's Industry Improvement Fund (Article 27.03), provided that the union receives sixty (60) days notice of such change.

## **ARTICLE 27A - EMPLOYER DEDUCTIONS**

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27A.01 Employers bound by this Agreement shall deduct and remit monthly to the Union office before the fifteenth (15th) day of the month, the following amounts, as set out below:

**For each employee in the employers' workforce the employer *SHALL DEDUCT* the following:**

- Carpenters 83/1392 Organizing Fund – the amount of twenty-five cents (\$0.25) per hour worked
- Union Dues as per Article 5 - Union Security

**These remittances, Organizing Fund, Initiation Fees and Union Dues under Article 5, shall be made on forms provided to the employer by the Union indicating the specific fund breakdown.**

27A.02 Organizing Fund remittances shall be forwarded to:

CARPENTERS 83/1392 ORGANIZING FUND  
Twenty-Five Cents (\$0.25) per hour worked

Remit to:

**Carpenters 83/1392 Organizing Fund**  
1000 Sackville Drive  
Lower Sackville, NS B4E 0C2

27A.03 This Organizing Fund shall be used solely and exclusively in the organizing of non-Union workers in the construction industry. This Fund is to be used exclusively for organizing and *NOT* to support grievances/arbitrations or as a Strike Fund.

**Correction #1 – January 4, 2010**

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**ARTICLE 28 - HEALTH & WELFARE PLAN**

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Employers and/or individuals who manage, operate, assist or own, either partially or wholly, a company or companies working non-union in the construction industry on Mainland Nova Scotia within the craft jurisdiction of the Carpenters Locals 83 and/or 1392 shall not be eligible to be appointed to serve, or to continue to serve, as trustees on any trust fund referred to within this Collective Agreement. This provision shall apply to management trustees and union trustees alike. The parties hereto agree on a Health and Welfare Fund as follows:

- 28.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.
- 28.02 The employer shall make contributions at the rate of one dollar fifty-eight cents (\$1.58) and effective May 1, 2010, one dollar eighty-three cents (\$1.83).
- 28.03 The Health and Welfare Plan shall be professionally administered.
- 28.04 Neither the United Brotherhood of Carpenters and Joiners of America, Locals 83 and 1392 nor the Nova Scotia Construction Labour Relations Association shall incur any legal liability with regard to claims arising from the Health and Welfare Fund.
- 28.05 The Parties hereto agree that the Board of Trustees appointed pursuant to this Agreement and Declaration of Trust establishing the Health and Welfare Trust Fund 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.

Employers bound by, or subject to the Agreement, shall be required to maintain for a two (2) year period, a complete set of employment records including:

- employee's name, address, and S.I.N.
- number of hours worked by the employee in each week
- employee's wage rate and gross earnings, amount(s) and description of deductions from the employee's wages
- particulars of pay allowances or other payments or benefits to which the employee is entitled.

- 28.06 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.
- 28.07 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.
- 28.08 A list of employees, their trade union and social insurance number, along with remittance forms required by the Administrator, shall be included with the remittances.

## **ARTICLE 29 - PENSION PLAN**

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Employers and/or individuals who manage, operate, assist or own, either partially or wholly, a company or companies working non-union in the construction industry on Mainland Nova Scotia within the craft jurisdiction of the Carpenters Locals 83 and/or 1392 shall not be eligible to be appointed to serve, or to continue to serve, as trustees on any trust fund referred to within this Collective Agreement. This provision shall apply to management trustees and union trustees alike.

- 29.01 It is agreed that the employer shall pay into the established Pension Fund an amount per hour for each hour paid as per the wage tables in Craft Schedule "A", "B" and Appendix "MIP".

Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the preceding calendar month.

- 29.02 It is agreed that provisions for an increase in the Pension Plan (other than those increases listed above) will be implemented if so desired by the Local, with the employer contribution to be deducted from the wages rates contained herein, provided the employer receives sixty (60) days notice of such change.

- 29.03 The Pension Plan shall be professionally administered.

- 29.04 Neither the United Brotherhood of Carpenters and Joiners of America, Locals 83, 1392 nor the Nova Scotia Construction Labour Relations Association shall incur any legal liability with regard to claims arising from the Pension Plan.
- 29.05 Employers bound by, or subject to the Agreement, shall be required to maintain for a two (2) year period, a complete set of employment records including:
- employee's name, address, and S.I.N.
  - number of hours worked by the employee in each week
  - employee's wage rate and gross earnings, amount(s) and description of deductions from the employee's wages
  - particulars of pay allowances or other payments or benefits to which the employee is entitled.

### **ARTICLE 30 – TRAINING AND INDUSTRY IMPROVEMENT FUNDS**

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Employers and/or individuals who manage, operate, assist or own, either partially or wholly, a company or companies working non-union in the construction industry on Mainland Nova Scotia within the craft jurisdiction of the Carpenters Locals 83 and/or 1392 shall not be eligible to be appointed to serve, or to continue to serve, as trustees on any trust fund referred to within this Collective Agreement. This provision shall apply to management trustees and union trustees alike.

- 30.01 Subject to the approval of the Carpenters Joint Training Fund Trustees, direct costs for upgrading the safety training of Union members described in Article 2.01 of this Agreement in Occupational Health and Safety courses required by Nova Scotia law, shall be paid by the fund.
- 30.01A The employers agree to cooperate in the provision of data to assist the Carpenters union to establish and maintain a database of employees' completed training courses, over the life of this agreement. The Carpenters agree to make their best efforts to establish the above database.

30.02 All employers must contribute each month, by the fifteenth (15th) day of the following month to the Carpenters Training Fund, Industry Improvement Fund, Nova Scotia Construction Sector Council Fund and Techsploration in the amount of ninety-seven cents (\$0.97) and effective May 1, 2010 shall be one dollar seven cents (\$1.07) for each hour worked in that month by that employee covered by this Agreement.

REMIT TO:

**Administrator**

c/o 260 Brownlow Avenue, Unit 1

Dartmouth, Nova Scotia

B3B 1V9

30.03 The Training, Safety and Industry Improvement Funds shall be administered according to the terms of an Administrative Agreement made between the Parties to this Collective Agreement and dated this 19th day of August, 2009, and due to expire April 30, 2012. The Administrative Agreement shall continue month to month until the Parties renew the Agreement or either Party rescinds the Administration Agreement.

30.04 The Carpenters Training Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement.

30.05 If the Carpenters Training Program ceases to function the remaining funds shall be applied to the Health and Welfare Plan.

30.06 The parties hereto agree that either Party, pursuant to the Agreement establishing the Training and Industry Improvement Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts with respect to contributions required pursuant to Articles 30.03 and 30.07. Any arbitrator appointed pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.

30.07 Responsibilities and liabilities of collection shall be outlined in both the Administration Agreement (Article 30.03) and the Agreement and Declaration of Trust Document establishing the Carpenters Local Unions 83/1392 and Joint Apprenticeship Training Trust Fund.

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**ARTICLE 31 - SUB-CONTRACTING**

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31.01 The employer/contractor agrees:

- (a) That it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall abide by the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
  
- (b) To have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement and Craft Schedule. For the purposes of this clause "sub-contractor" shall mean any contractor who performs work for the employer on the project (job site).

31.02 Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the Union, before commencing work on the job. The employer/contractor agrees to advise the sub-contractor of this requirement prior to the commencement of his work.

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**ARTICLE 32 - PARTICIPATION AGREEMENT**

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32.01 In consideration of the establishment and administration by the Trustees of a Welfare and Pension Plan providing benefits for employees in the carpentry industry in the Province of Nova Scotia and the extension of such Plan to cover employees of the employer, the employer covenants and agrees with the Trustees as follows:

- (1) To make contributions to the said Plan in accordance with the provisions of the Collective Agreement in force from time to time between the Nova Scotia Construction Labour Relations Association Limited on behalf of its contracting members and other employers bound by this Collective Agreement and Local Unions 83 and 1392 United Brotherhood of Carpenters and Joiners of America.
  
- (2) To file monthly reports as required by the Trustees whether or not contributions are due and payable by the employer.
  
- (3) To produce complete employment records to permit the review of those records by a jointly appointed auditor by the Trustees to determine whether the employer has made the required contributions as provided herein, the auditor's costs being paid by the aggrieved party.

- (4) To pay interest of ten percent (10%) per month on all overdue contributions provided the employer is given five (5) days after notice to correct such delinquency and, where required, to post a cash bond of up to two thousand five hundred dollars (\$2,500.00) on request of the Trustees after delinquency of more than thirty (30) days and such bond to be held until the delinquency has been corrected.

### **ARTICLE 33 - BENEFIT BOND**

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- 33.01 Before members of Locals 83 & 1392 are dispatched, to any employer who has not been a party to the Carpenters Collective Agreement for a minimum of twelve (12) months, such employer shall provide security for a period of one (1) year in the amount of five thousand dollars (\$5,000.00). This five thousand dollar (\$5,000.00) security shall be used by the Union in the event of a default of payment by the said employer of Welfare and/or Pension, Training, Safety and Industry Improvement Fund contributions as set forth in the aforesaid Collective Agreement. The five thousand dollar (\$5,000.00) 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 including accumulated interest where the employer has not defaulted in any payments required for the Welfare, Pension, Training, Safety and Industry Improvement Fund referred to herein, within the one (1) year period.
- 33.01A The J.C.C. has the discretion to require the satisfaction of the bond by a payment schedule of not less than five hundred dollars (\$500.00) per month payable in advance until the amount as determined by the J.C.C. (between a minimum of five thousand dollars (\$5,000.00) and a maximum of twenty thousand dollars (\$20,000.00) is received in full. When a payment schedule is instituted for a company, the monthly payment may be varied upwards as the Carpentry workforce increases, until the full sum required is lodged with the Union. The discretion to grant a payment schedule, and/or to vary such schedule, lies absolutely in the decision of the J.C.C. and is final and inarbitrable.
- 33.02 The minimum amount of the Benefit Bond of five thousand dollars (\$5,000.00) shall, in particular cases, be increased upon the recommendation of a majority of the members of the Joint Conference Committee under Article 35. The maximum amount of the Benefit Bond in any case decided by the Joint Conference Committee shall be twenty thousand dollars (\$20,000.00).
- 33.03 During the one (1) year term, when the employer is in default of any of the Welfare, Pension, Training, Safety and Industry Improvement Fund payments, the Union shall have the right to cash the security in default of such payments by employers as provided by this Collective Agreement.

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**ARTICLE 34 - PRODUCTIVITY CLAUSE**

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- 34.01 It is agreed that one of the fundamental strengths of the unionized sector in the construction industry is the high level of productivity, competency and qualifications of the unionized tradesman. In order to maintain and promote this productivity on the construction site, the following provisions shall apply:
- (a) After hiring an employee from the Hall, an employer, without prejudice shall be entitled to terminate the employee's employment and refer him back to the Union. Prior to the employers' intention of termination and referral back to the Union of an employee, the employer agrees to discuss the matter with the employee and Job Steward. If satisfactory improvement is not shown, the employee shall be referred back to the Union. If after a reasonable period on site (normally two (2) to five (5) working days), the employer has determined that the employee's productivity is unsatisfactory. Where an employee is so referred back to the Union, the employee, and the Union and the CLRA shall be given written notification of the reason for the termination of employment.
  - (b) If an employee is referred back to the Union for unsatisfactory productivity by three (3) separate employers, then the Union will ensure that the employee is given the earliest opportunity to participate in appropriate retraining or upgrading.
- 34.02 In assessing whether an employee's productivity is satisfactory, the employer acknowledges that work procedures may vary from company to company and from job site to job site, and that an employee must be given a fair opportunity to adjust to the prevailing work procedures before any final determination can be made.
- 34.03 The purpose of this clause is to reinforce the concept of a productive, competent and qualified work force in Carpentry within the Construction Industry. This Article shall not be interpreted and applied so as to allow piecework in the Construction Industry.

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**ARTICLE 35 - JOINT CONFERENCE COMMITTEE**

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35.01 A Joint Conference Committee (J.C.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The J.C.C. shall have equal representatives to a maximum of four (4) from each Party, employers and Union. For voting purposes a quorum shall consist of an equal number of representatives from each Party to the Agreement. The mandate of the J.C.C. will be to identify areas where the Mainland Carpenters Collective Agreement may be amended to improve the competitiveness of the unionized sector of the trade and to recommend appropriate amendments to the Mainland Carpenters Collective Agreement. In addition the J.C.C. shall, in particular cases, be authorized to increase the minimum amount of Benefit Bond under Article 33 of five thousand dollars (\$5,000.00) to an amount not exceeding twenty thousand dollars (\$20,000.00). Such recommendation shall be upon agreement of a majority of the members of the J.C.C.

35.02 The Union, through its representatives on the J.C.C. may agree to implement terms, conditions and work procedures that are a more competitive response to deal with the market conditions on either a job-by-job basis or specific type or types of construction.

All competitive improvements implemented under this clause shall be governed by a J.C.C. administration document that shall be devised and approved by the J.C.C., the Union and the CLRA.

The Job Targeting Rules and Procedures as established by the Parties and the J.C.C. are attached herewith as Schedule "T" of this Agreement.

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**ARTICLE 36 - EMPLOYMENT OUTSIDE THE COLLECTIVE AGREEMENT**

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36.01 All Union members must notify their respective Union representative within twenty-four (24) hours by fax, mail, telephone or in person when a Union member procures employment with a non-Union contractor or creates self-employment on their own accord. Failure to give notice as required by this Article may prohibit Union employers from employing such Union members unless the unionized employer is authorized by the Local Union.

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**ARTICLE 37 - TERM OF AGREEMENT**

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- 37.01 The terms of agreement shall remain in force for Carpenters Locals 83 and 1392 from June 29, 2009, to April 30<sup>th</sup>, 2012. Should either Party wish to change, add to or amend the above Agreement upon expiration, they shall give at least sixty (60) days notice in writing prior to the expiration of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30<sup>th</sup>, 2012, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.
- 37.02 Any and all letters of intent signed by both Parties shall become part of this Agreement.

**ARTICLE 38 - SIGNATORIES**

38.01 Signed on behalf of the Parties to this Agreement, this 19th day of August, 2009.

***SIGNATORIES FOR THE:***

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS ASSOCIATION  
LIMITED**

**UNITED BROTHERHOOD OF CARPENTERS &  
JOINERS OF AMERICA LOCAL 83 OF THE  
NOVA SCOTIA AND PEI REGIONAL COUNCIL**

\_\_\_\_\_  
DAVE POTTIER

\_\_\_\_\_  
LYNDON MACPHERSON

\_\_\_\_\_  
ALLAN STAPLETON

\_\_\_\_\_  
PETER GREER

\_\_\_\_\_  
ANGELA GALLANT  
WITNESS

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS ASSOCIATION  
LIMITED**

**UNITED BROTHERHOOD OF CARPENTERS &  
JOINERS OF AMERICA LOCAL 1392 OF THE  
NOVA SCOTIA AND PEI REGIONAL COUNCIL**

\_\_\_\_\_  
DAVE POTTIER

\_\_\_\_\_  
SIMON PITTS

\_\_\_\_\_  
ALLANT STAPLETON

\_\_\_\_\_  
ANGELA GALLANT  
WITNESS

## CARPENTERS CRAFT SCHEDULE "A"

### WAGE RATES - All Counties-Within Carpenters 83/1392

Commercial – All Jobs That Do Not Fall Under Major Industrial Projects, Article 20

| <b>JOURNEYMAN Local 83/1392 COMMERCIAL</b>  |                    |                                  |                             |                               |                           |                      |  |
|---|--------------------|----------------------------------|-----------------------------|-------------------------------|---------------------------|----------------------|--|
| <b>Effective Date</b>                       | <b>Hourly Rate</b> | <b>Vacation &amp; Holiday 8%</b> | <b>Health &amp; Welfare</b> | <b>Pension 15% Hours Paid</b> | <b>Training &amp; IIF</b> | <b>Total Package</b> |  |
| June 29, 2009                               | \$27.44            | \$2.20                           | \$1.58                      | \$4.44                        | \$0.97                    | \$36.63              |  |
| May 1, 2010                                 | \$28.04            | \$2.24                           | \$1.83                      | \$4.55                        | \$1.07                    | \$37.73              |  |
| May 1, 2011                                 | \$28.85            | \$2.31                           | \$1.83                      | \$4.67                        | \$1.07                    | \$38.73              |  |
| <b>APPRENTICES Local 83/1392 COMMERCIAL</b> |                    |                                  |                             |                               |                           |                      |  |
| <b>Hours</b>                                | <b>Hourly Rate</b> | <b>Vacation &amp; Holiday 8%</b> | <b>Health &amp; Welfare</b> | <b>Pension 15% Hours Paid</b> | <b>Training &amp; IIF</b> | <b>Total Package</b> |  |
| <b>Effective June 29, 2009</b>              |                    |                                  |                             |                               |                           |                      |  |
| 0 - 900 65%                                 | \$16.46            | \$1.32                           | \$1.58                      | \$2.67                        | \$0.97                    | \$22.99              |  |
| 901 - 1800 67%                              | \$17.11            | \$1.37                           | \$1.58                      | \$2.77                        | \$0.97                    | \$23.80              |  |
| 1801 - 2700 70%                             | \$18.09            | \$1.45                           | \$1.58                      | \$2.93                        | \$0.97                    | \$25.01              |  |
| 2701 - 3600 75%                             | \$19.65            | \$1.57                           | \$1.58                      | \$3.18                        | \$0.97                    | \$26.96              |  |
| 3601 - 4500 80%                             | \$21.20            | \$1.70                           | \$1.58                      | \$3.44                        | \$0.97                    | \$28.89              |  |
| 4501 - 5400 85%                             | \$22.80            | \$1.82                           | \$1.58                      | \$3.69                        | \$0.97                    | \$30.86              |  |
| 5401 - 6300 90%                             | \$24.43            | \$1.95                           | \$1.58                      | \$3.96                        | \$0.97                    | \$32.89              |  |
| 6301 - 7200 95%                             | \$25.99            | \$2.08                           | \$1.58                      | \$4.21                        | \$0.97                    | \$34.82              |  |
| <b>Effective May 1, 2010</b>                |                    |                                  |                             |                               |                           |                      |  |
| 0 - 900 65%                                 | \$16.75            | \$1.34                           | \$1.83                      | \$2.71                        | \$1.07                    | \$23.70              |  |
| 901 - 1800 67%                              | \$17.42            | \$1.39                           | \$1.83                      | \$2.83                        | \$1.07                    | \$24.54              |  |
| 1801 - 2700 70%                             | \$18.43            | \$1.47                           | \$1.83                      | \$2.98                        | \$1.07                    | \$25.78              |  |
| 2701 - 3600 75%                             | \$20.04            | \$1.60                           | \$1.83                      | \$3.25                        | \$1.07                    | \$27.79              |  |
| 3601 - 4500 80%                             | \$21.63            | \$1.73                           | \$1.83                      | \$3.51                        | \$1.07                    | \$29.77              |  |
| 4501 - 5400 85%                             | \$23.27            | \$1.86                           | \$1.83                      | \$3.77                        | \$1.07                    | \$31.80              |  |
| 5401 - 6300 90%                             | \$24.94            | \$2.00                           | \$1.83                      | \$4.04                        | \$1.07                    | \$33.88              |  |
| 6301 - 7200 95%                             | \$26.55            | \$2.12                           | \$1.83                      | \$4.30                        | \$1.07                    | \$35.87              |  |
| <b>Effective May 1, 2011</b>                |                    |                                  |                             |                               |                           |                      |  |
| 0 - 900 65%                                 | \$17.27            | \$1.38                           | \$1.83                      | \$2.80                        | \$1.07                    | \$24.35              |  |
| 901 - 1800 67%                              | \$17.96            | \$1.44                           | \$1.83                      | \$2.91                        | \$1.07                    | \$25.21              |  |
| 1801 - 2700 70%                             | \$18.99            | \$1.52                           | \$1.83                      | \$3.07                        | \$1.07                    | \$26.48              |  |
| 2701 - 3600 75%                             | \$20.64            | \$1.65                           | \$1.83                      | \$3.35                        | \$1.07                    | \$28.54              |  |
| 3601 - 4500 80%                             | \$22.28            | \$1.78                           | \$1.83                      | \$3.61                        | \$1.07                    | \$30.57              |  |
| 4501 - 5400 85%                             | \$23.95            | \$1.92                           | \$1.83                      | \$3.88                        | \$1.07                    | \$32.65              |  |
| 5401 - 6300 90%                             | \$25.67            | \$2.05                           | \$1.83                      | \$4.16                        | \$1.07                    | \$34.78              |  |
| 6301 - 7200 95%                             | \$27.31            | \$2.18                           | \$1.83                      | \$4.43                        | \$1.07                    | \$36.82              |  |

The Union agrees to make best efforts to ensure B.S.V. or equivalent training for foremen and supervisors.

|                  |  |
|------------------|--|
| WORKING FOREMAN: | The employer shall appoint a working foreman at their own discretion. Such working foreman shall be a member of the Union and shall be paid a minimum premium of <u>three dollars (\$3.00)</u> per hour above the base rate.   |
| DIVERS (1)       | Articles 1 through <u>38</u> , including Craft Schedules "A", "B" and "T" and <u>Appendix "MIP"</u> shall apply to all Divers.   |
| (2)              | When a Diver or Diver Tender is required to perform work within the jurisdiction of the Union (Locals 83 & 1392), said Diver is to be paid as set out below:<br>-Divers - Prevailing Journeyman's Rate Plus two dollars (\$2.00)<br>-Diver Tender - Journeyman Base Rate |
| (3)              | The employer shall be responsible for providing air for the tanks and other specialty equipment necessary for the work. The employees shall provide their own standard scuba gear and tanks.   |
| (4)              | For a period of the regular working day, Divers shall receive the Divers rate for time spent in a decompression chamber based on U.S. Navy Decompression Tables.   |
| (5)              | Divers are required to take reasonable precautions to protect their equipment, but if unusual job conditions prevail, reasonable compensation shall be paid to the Diver for damage beyond normal wear and tear.   |
| (6)              | All diving shall be carried out according to the latest accepted edition of the Canadian Standards Association Occupation Safety Code for Diving Operations - C.S.A. Standard Z275.2.  |

**LATHER, INTERIOR SYSTEMS MECHANICS (ISM)  
CRAFT SCHEDULE "B"**

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**ARTICLE 1 - FORM OF AGREEMENT**

The Collective Agreement between the Unions and the CLRA 2009 - 2012 dated the 29th day of June, 2009, with Articles 1 through Article 38 including Craft Schedule "A", "B" and "T" and Appendices "MIP" and "R" shall be considered the Master Agreement and be applicable to all relevant employers except as otherwise provided herein.

**ARTICLE 2 - SUB-CONTRACTING**

No drywall and acoustical employer or a general contractor carrying out drywall and acoustical work on a project shall sub-contract the work of the Union except to an employer bound by the provisions of this Agreement. This Article shall be subject to any Agreement reached by the Joint Conference Committee (J.C.C.) - Article 35.

**ARTICLE 3 – LATHER, INTERIOR SYSTEMS MECHANICS & ACOUSTICAL**

- 3.01 When hiring, the employer agrees to hire and maintain drywall and acoustical apprentices. In no event shall the employer maintain a company wide ratio of less than one (1) apprentice to five (5) journeymen.
- 3.02 The minimum rate of wages for drywall and acoustical apprentices shall be a percentage of the minimum hourly rate for journeymen as indicated below:

**CRAFT SCHEDULE "B"****WAGE RATES - All Counties-Within Carpenters 83/1392**

Commercial – All Jobs That Do Not Fall Under Major Industrial Projects, Article 20

| <b>JOURNEYMAN Local 83/1392 ISM COMMERCIAL</b>  |                    |                                  |                             |                               |                           |                      |
|---|--------------------|----------------------------------|-----------------------------|-------------------------------|---------------------------|----------------------|
| <b>Effective Date</b>                           | <b>Hourly Rate</b> | <b>Vacation &amp; Holiday 8%</b> | <b>Health &amp; Welfare</b> | <b>Pension 15% Hours Paid</b> | <b>Training &amp; IIF</b> | <b>Total Package</b> |
| <u>June 29, 2009</u>                            | <u>\$27.44</u>     | <u>\$2.20</u>                    | <u>\$1.58</u>               | <u>\$4.44</u>                 | <u>\$0.97</u>             | <u>\$36.63</u>       |
| <u>May 1, 2010</u>                              | <u>\$28.04</u>     | <u>\$2.24</u>                    | <u>\$1.83</u>               | <u>\$4.55</u>                 | <u>\$1.07</u>             | <u>\$37.73</u>       |
| <u>May 1, 2011</u>                              | <u>\$28.85</u>     | <u>\$2.31</u>                    | <u>\$1.83</u>               | <u>\$4.67</u>                 | <u>\$1.07</u>             | <u>\$38.73</u>       |
| <b>APPRENTICES Local 83/1392 ISM COMMERCIAL</b> |                    |                                  |                             |                               |                           |                      |
| <b>Hours</b>                                    | <b>Hourly Rate</b> | <b>Vacation &amp; Holiday 8%</b> | <b>Health &amp; Welfare</b> | <b>Pension 15% Hours Paid</b> | <b>Training &amp; IIF</b> | <b>Total Package</b> |
| <b>Effective June 29, 2009</b>                  |                    |                                  |                             |                               |                           |                      |
| 1 - 1000 50%                                    | <u>\$12.32</u>     | <u>\$0.99</u>                    | <u>\$1.58</u>               | <u>\$1.99</u>                 | <u>\$0.97</u>             | <u>\$17.85</u>       |
| 1001 - 2000 60%                                 | <u>\$15.07</u>     | <u>\$1.21</u>                    | <u>\$1.58</u>               | <u>\$2.44</u>                 | <u>\$0.97</u>             | <u>\$21.27</u>       |
| 2001 - 3000 70%                                 | <u>\$18.09</u>     | <u>\$1.45</u>                    | <u>\$1.58</u>               | <u>\$2.92</u>                 | <u>\$0.97</u>             | <u>\$25.01</u>       |
| 3001 - 4000 80%                                 | <u>\$21.21</u>     | <u>\$1.70</u>                    | <u>\$1.58</u>               | <u>\$3.44</u>                 | <u>\$0.97</u>             | <u>\$28.90</u>       |
| 4001 - 5000 90%                                 | <u>\$24.43</u>     | <u>\$1.95</u>                    | <u>\$1.58</u>               | <u>\$3.96</u>                 | <u>\$0.97</u>             | <u>\$32.89</u>       |
| 5001 - 6000 95%                                 | <u>\$25.99</u>     | <u>\$2.08</u>                    | <u>\$1.58</u>               | <u>\$4.21</u>                 | <u>\$0.97</u>             | <u>\$34.83</u>       |
| <b>Effective May 1, 2010</b>                    |                    |                                  |                             |                               |                           |                      |
| 1 - 1000 50%                                    | <u>\$12.48</u>     | <u>\$1.00</u>                    | <u>\$1.83</u>               | <u>\$2.02</u>                 | <u>\$1.07</u>             | <u>\$18.40</u>       |
| 1001 - 2000 60%                                 | <u>\$15.32</u>     | <u>\$1.23</u>                    | <u>\$1.83</u>               | <u>\$2.48</u>                 | <u>\$1.07</u>             | <u>\$21.93</u>       |
| 2001 - 3000 70%                                 | <u>\$18.43</u>     | <u>\$1.47</u>                    | <u>\$1.83</u>               | <u>\$2.98</u>                 | <u>\$1.07</u>             | <u>\$25.78</u>       |
| 3001 - 4000 80%                                 | <u>\$21.64</u>     | <u>\$1.73</u>                    | <u>\$1.83</u>               | <u>\$3.51</u>                 | <u>\$1.07</u>             | <u>\$29.78</u>       |
| 4001 - 5000 90%                                 | <u>\$24.94</u>     | <u>\$2.00</u>                    | <u>\$1.83</u>               | <u>\$4.04</u>                 | <u>\$1.07</u>             | <u>\$33.88</u>       |
| 5001 - 6000 95%                                 | <u>\$26.55</u>     | <u>\$2.12</u>                    | <u>\$1.83</u>               | <u>\$4.31</u>                 | <u>\$1.07</u>             | <u>\$35.88</u>       |
| <b>Effective May 1, 2011</b>                    |                    |                                  |                             |                               |                           |                      |
| 1 - 1000 50%                                    | <u>\$12.88</u>     | <u>\$1.03</u>                    | <u>\$1.83</u>               | <u>\$2.09</u>                 | <u>\$1.07</u>             | <u>\$18.90</u>       |
| 1001 - 2000 60%                                 | <u>\$15.81</u>     | <u>\$1.26</u>                    | <u>\$1.83</u>               | <u>\$2.56</u>                 | <u>\$1.07</u>             | <u>\$22.53</u>       |
| 2001 - 3000 70%                                 | <u>\$18.99</u>     | <u>\$1.52</u>                    | <u>\$1.83</u>               | <u>\$3.07</u>                 | <u>\$1.07</u>             | <u>\$26.48</u>       |
| 3001 - 4000 80%                                 | <u>\$22.28</u>     | <u>\$1.78</u>                    | <u>\$1.83</u>               | <u>\$3.62</u>                 | <u>\$1.07</u>             | <u>\$30.58</u>       |
| 4001 - 5000 90%                                 | <u>\$25.67</u>     | <u>\$2.05</u>                    | <u>\$1.83</u>               | <u>\$4.16</u>                 | <u>\$1.07</u>             | <u>\$34.78</u>       |
| 5001 - 6000 95%                                 | <u>\$27.32</u>     | <u>\$2.19</u>                    | <u>\$1.83</u>               | <u>\$4.42</u>                 | <u>\$1.07</u>             | <u>\$36.83</u>       |

**ARTICLE 4 - WORK JURISDICTION**

The employer recognizes the craft jurisdiction of the Union and agrees to assign all work of the acoustical and drywall trade to the Carpenters Union Locals 83 and 1392.

**ARTICLE 5 - HOURLY WAGE RATES**

5.01 As per Carpenters Craft Schedule "A" (above).

**ARTICLE 6 - MINIMUM TOOL LIST**

6.01 Drywall Tools:

- 2' Carpenter's Level
- Key-hole saw
- Utility knife & blades
- Chalk line and chalk
- Plumb-bob
- Nail bag
- Pencils
- Drywall hatchet
- Snippers
- Hack-saw blades
- Hand saw
- 25' measuring tape
- Dry line
- Screw puller
- Hammer
- Square
- 6" wire nippers
- Hand screwdriver

Boardmen and steel stud workers shall supply a screw gun with a 100' electrical cord attached. Boardmen shall supply appropriate boardmen tools.

6.02 All other tools and equipment are to be supplied by the employer. In case of breakdown of the employee's screw gun, the employer shall make available a temporary replacement for one (1) week only. The employer will supply a screw gun when the employee is required to work on heavy gauge steel or plywood.

6.03 Apprentices will be required to supply their own screw gun after one (1) year of apprenticeship.

**ARTICLE 7 - SMALL JOBS**

7.01 The Parties agree to establish a Joint Committee (made up of equal numbers of employer representatives and Union representatives) to explore means of making the unionized sector more competitive in the small job market. The Joint Committee shall meet quarterly and shall be charged with making recommendations for changes in this Appendix designed to achieve a greater market share of the small job market for the unionized sector.

**ARTICLE 8 - HIRING HALL**

- 8.01 The Union agrees to maintain a separate list of Acoustical and Drywall workers. Said list shall be such to identify board men. When workers as described in Article 2 are required, the employer shall request the Local Union to furnish competent and qualified workers in good standing and the Local Union(s) shall supply when available, competent and qualified workers in good standing as requested, however, the employer may request members by name from the out-of-work list provided that the member is in good standing with the Local Union(s). The employer shall not hire Union members directly.

All Union members who report to work must furnish a Union referral slip prior to starting work. The Union, when requested, may fax referral slips directly to the employer's offices. Any employer hiring a member without a referral slip shall be in violation of this Agreement.

Commencement of work by a Union member without a referral slip shall result in the termination of the Union member from the job site. Furthermore, said Union member will be denied access to the provisions of Article 5 for the remainder of the employer's work on the particular job site at the discretion of the Union.

- 8.02 The employer shall request competent and qualified boardmen from the Union, and upon such request the Union shall make every reasonable effort to supply competent and qualified boardmen within forty-eight (48) hours, excluding Saturday, Sunday and Holidays.
- 8.03 When the Union has exhausted its supply of boardmen, the employer shall be free to recruit boardmen on the open market, provided said boardmen join the Union, in accordance with Article 5 of the Master Agreement.

**APPENDIX “MIP”  
MAJOR INDUSTRIAL PROJECTS**

**WAGE RATES ALL COUNTIES -- INDUSTRIAL – ARTICLE 20**

| <b>JOURNEYMAN Local 83/1392 MAJOR INDUSTRIAL</b>  |                |                       |                  |                        |                |                |  |
|---|----------------|-----------------------|------------------|------------------------|----------------|----------------|--|
| Effective Date                                    | Hourly Rate    | Vacation & Holiday 8% | Health & Welfare | Pension 15% Hours Paid | Training & IIF | Total Package  |  |
| <u>June 29, 2009</u>                              | <u>\$29.77</u> | <u>\$2.38</u>         | <u>\$1.58</u>    | <u>\$4.83</u>          | <u>\$0.97</u>  | <u>\$39.53</u> |  |
| <u>May 1, 2010</u>                                | <u>\$30.38</u> | <u>\$2.43</u>         | <u>\$1.83</u>    | <u>\$4.92</u>          | <u>\$1.07</u>  | <u>\$40.63</u> |  |
| <u>May 1, 2011</u>                                | <u>\$31.18</u> | <u>\$2.49</u>         | <u>\$1.83</u>    | <u>\$5.06</u>          | <u>\$1.07</u>  | <u>\$41.63</u> |  |
| <b>APPRENTICES Local 83/1392 MAJOR INDUSTRIAL</b> |                |                       |                  |                        |                |                |  |
| Hours   | Hourly Rate    | Vacation & Holiday 8% | Health & Welfare | Pension 15% Hours Paid | Training & IIF | Total Package  |  |
| <b>Effective June 29, 2009</b>                    |                |                       |                  |                        |                |                |  |
| 0 - 900 65%                                       | <u>\$18.20</u> | <u>\$1.46</u>         | <u>\$1.58</u>    | <u>\$2.95</u>          | <u>\$0.97</u>  | <u>\$25.16</u> |  |
| 901 - 1800 67%                                    | <u>\$18.87</u> | <u>\$1.51</u>         | <u>\$1.58</u>    | <u>\$3.06</u>          | <u>\$0.97</u>  | <u>\$25.99</u> |  |
| 1801 - 2700 70%                                   | <u>\$19.93</u> | <u>\$1.59</u>         | <u>\$1.58</u>    | <u>\$3.23</u>          | <u>\$0.97</u>  | <u>\$27.30</u> |  |
| 2701 - 3600 75%                                   | <u>\$21.66</u> | <u>\$1.73</u>         | <u>\$1.58</u>    | <u>\$3.51</u>          | <u>\$0.97</u>  | <u>\$29.45</u> |  |
| 3601 - 4500 80%                                   | <u>\$23.29</u> | <u>\$1.86</u>         | <u>\$1.58</u>    | <u>\$3.78</u>          | <u>\$0.97</u>  | <u>\$31.48</u> |  |
| 4501 - 5400 85%                                   | <u>\$24.59</u> | <u>\$1.97</u>         | <u>\$1.58</u>    | <u>\$3.98</u>          | <u>\$0.97</u>  | <u>\$33.09</u> |  |
| 5401 - 6300 90%                                   | <u>\$26.76</u> | <u>\$2.14</u>         | <u>\$1.58</u>    | <u>\$4.34</u>          | <u>\$0.97</u>  | <u>\$35.79</u> |  |
| 6301 - 7200 95%                                   | <u>\$28.30</u> | <u>\$2.26</u>         | <u>\$1.58</u>    | <u>\$4.58</u>          | <u>\$0.97</u>  | <u>\$37.69</u> |  |
| <b>Effective May 1, 2010</b>                      |                |                       |                  |                        |                |                |  |
| 0 - 900 65%                                       | <u>\$18.50</u> | <u>\$1.48</u>         | <u>\$1.83</u>    | <u>\$2.99</u>          | <u>\$1.07</u>  | <u>\$25.87</u> |  |
| 901 - 1800 67%                                    | <u>\$19.18</u> | <u>\$1.53</u>         | <u>\$1.83</u>    | <u>\$3.12</u>          | <u>\$1.07</u>  | <u>\$26.73</u> |  |
| 1801 - 2700 70%                                   | <u>\$20.27</u> | <u>\$1.62</u>         | <u>\$1.83</u>    | <u>\$3.28</u>          | <u>\$1.07</u>  | <u>\$28.07</u> |  |
| 2701 - 3600 75%                                   | <u>\$22.04</u> | <u>\$1.76</u>         | <u>\$1.83</u>    | <u>\$3.58</u>          | <u>\$1.07</u>  | <u>\$30.28</u> |  |
| 3601 - 4500 80%                                   | <u>\$23.72</u> | <u>\$1.90</u>         | <u>\$1.83</u>    | <u>\$3.84</u>          | <u>\$1.07</u>  | <u>\$32.36</u> |  |
| 4501 - 5400 85%                                   | <u>\$25.06</u> | <u>\$2.00</u>         | <u>\$1.83</u>    | <u>\$4.07</u>          | <u>\$1.07</u>  | <u>\$34.03</u> |  |
| 5401 - 6300 90%                                   | <u>\$27.28</u> | <u>\$2.18</u>         | <u>\$1.83</u>    | <u>\$4.42</u>          | <u>\$1.07</u>  | <u>\$36.78</u> |  |
| 6301 - 7200 95%                                   | <u>\$28.86</u> | <u>\$2.31</u>         | <u>\$1.83</u>    | <u>\$4.67</u>          | <u>\$1.07</u>  | <u>\$38.74</u> |  |
| <b>Effective May 1, 2011</b>                      |                |                       |                  |                        |                |                |  |
| 0 - 900 65%                                       | <u>\$19.02</u> | <u>\$1.52</u>         | <u>\$1.83</u>    | <u>\$3.08</u>          | <u>\$1.07</u>  | <u>\$26.52</u> |  |
| 901 - 1800 67%                                    | <u>\$19.72</u> | <u>\$1.58</u>         | <u>\$1.83</u>    | <u>\$3.20</u>          | <u>\$1.07</u>  | <u>\$27.40</u> |  |
| 1801 - 2700 70%                                   | <u>\$20.83</u> | <u>\$1.67</u>         | <u>\$1.83</u>    | <u>\$3.37</u>          | <u>\$1.07</u>  | <u>\$28.77</u> |  |
| 2701 - 3600 75%                                   | <u>\$22.64</u> | <u>\$1.81</u>         | <u>\$1.83</u>    | <u>\$3.68</u>          | <u>\$1.07</u>  | <u>\$31.03</u> |  |
| 3601 - 4500 80%                                   | <u>\$24.36</u> | <u>\$1.95</u>         | <u>\$1.83</u>    | <u>\$3.95</u>          | <u>\$1.07</u>  | <u>\$33.16</u> |  |
| 4501 - 5400 85%                                   | <u>\$25.75</u> | <u>\$2.06</u>         | <u>\$1.83</u>    | <u>\$4.17</u>          | <u>\$1.07</u>  | <u>\$34.88</u> |  |
| 5401 - 6300 90%                                   | <u>\$28.00</u> | <u>\$2.24</u>         | <u>\$1.83</u>    | <u>\$4.54</u>          | <u>\$1.07</u>  | <u>\$37.68</u> |  |
| 6301 - 7200 95%                                   | <u>\$29.62</u> | <u>\$2.37</u>         | <u>\$1.83</u>    | <u>\$4.80</u>          | <u>\$1.07</u>  | <u>\$39.69</u> |  |

**APPENDIX “MIP” (cont’d)**  
**MAJOR INDUSTRIAL PROJECTS**

| <b>APPRENTICES Local 83/1392 MAJOR INDUSTRIAL<br/>LATHER, INTERIOR SYSTEMS</b> |                        |                                      |                                 |                                   |                               |                          |  |
|--|------------------------|--------------------------------------|---------------------------------|-----------------------------------|-------------------------------|--------------------------|--|
| <b>Hours</b>   | <b>Hourly<br/>Rate</b> | <b>Vacation &amp;<br/>Holiday 8%</b> | <b>Health &amp;<br/>Welfare</b> | <b>Pension 15%<br/>Hours Paid</b> | <b>Training<br/>&amp; IIF</b> | <b>Total<br/>Package</b> |  |
| <b>Effective <u>June 29, 2009</u></b>  |                        |                                      |                                 |                                   |                               |                          |  |
| 1 - 1000 50%   | <u>\$13.87</u>         | <u>\$1.11</u>                        | <u>\$1.58</u>                   | <u>\$2.25</u>                     | <u>\$0.97</u>                 | <u>\$19.78</u>           |  |
| 1001 - 2000 60%  | <u>\$17.05</u>         | <u>\$1.36</u>                        | <u>\$1.58</u>                   | <u>\$2.76</u>                     | <u>\$0.97</u>                 | <u>\$23.72</u>           |  |
| 2001 - 3000 70%  | <u>\$20.22</u>         | <u>\$1.62</u>                        | <u>\$1.58</u>                   | <u>\$3.28</u>                     | <u>\$0.97</u>                 | <u>\$27.67</u>           |  |
| 3001 - 4000 80%  | <u>\$23.42</u>         | <u>\$1.87</u>                        | <u>\$1.58</u>                   | <u>\$3.79</u>                     | <u>\$0.97</u>                 | <u>\$31.63</u>           |  |
| 4001 - 5000 90%  | <u>\$26.59</u>         | <u>\$2.13</u>                        | <u>\$1.58</u>                   | <u>\$4.31</u>                     | <u>\$0.97</u>                 | <u>\$35.58</u>           |  |
| 5001 - 6000 95%  | <u>\$28.19</u>         | <u>\$2.26</u>                        | <u>\$1.58</u>                   | <u>\$4.57</u>                     | <u>\$0.97</u>                 | <u>\$37.56</u>           |  |
| <b>Effective <u>May 1, 2010</u></b>  |                        |                                      |                                 |                                   |                               |                          |  |
| 1 - 1000 50%   | <u>\$14.03</u>         | <u>\$1.12</u>                        | <u>\$1.83</u>                   | <u>\$2.28</u>                     | <u>\$1.07</u>                 | <u>\$20.33</u>           |  |
| 1001 - 2000 60%  | <u>\$17.30</u>         | <u>\$1.38</u>                        | <u>\$1.83</u>                   | <u>\$2.80</u>                     | <u>\$1.07</u>                 | <u>\$24.38</u>           |  |
| 2001 - 3000 70%  | <u>\$20.56</u>         | <u>\$1.64</u>                        | <u>\$1.83</u>                   | <u>\$3.33</u>                     | <u>\$1.07</u>                 | <u>\$28.44</u>           |  |
| 3001 - 4000 80%  | <u>\$23.84</u>         | <u>\$1.91</u>                        | <u>\$1.83</u>                   | <u>\$3.86</u>                     | <u>\$1.07</u>                 | <u>\$32.51</u>           |  |
| 4001 - 5000 90%  | <u>\$27.11</u>         | <u>\$2.17</u>                        | <u>\$1.83</u>                   | <u>\$4.39</u>                     | <u>\$1.07</u>                 | <u>\$36.57</u>           |  |
| 5001 - 6000 95%  | <u>\$28.75</u>         | <u>\$2.30</u>                        | <u>\$1.83</u>                   | <u>\$4.66</u>                     | <u>\$1.07</u>                 | <u>\$38.61</u>           |  |
| <b>Effective <u>May 1, 2011</u></b>  |                        |                                      |                                 |                                   |                               |                          |  |
| 1 - 1000 50%   | <u>\$14.44</u>         | <u>\$1.15</u>                        | <u>\$1.83</u>                   | <u>\$2.34</u>                     | <u>\$1.07</u>                 | <u>\$20.83</u>           |  |
| 1001 - 2000 60%  | <u>\$17.78</u>         | <u>\$1.42</u>                        | <u>\$1.83</u>                   | <u>\$2.88</u>                     | <u>\$1.07</u>                 | <u>\$24.98</u>           |  |
| 2001 - 3000 70%  | <u>\$21.13</u>         | <u>\$1.69</u>                        | <u>\$1.83</u>                   | <u>\$3.42</u>                     | <u>\$1.07</u>                 | <u>\$29.14</u>           |  |
| 3001 - 4000 80%  | <u>\$24.48</u>         | <u>\$1.96</u>                        | <u>\$1.83</u>                   | <u>\$3.97</u>                     | <u>\$1.07</u>                 | <u>\$33.31</u>           |  |
| 4001 - 5000 90%  | <u>\$27.83</u>         | <u>\$2.23</u>                        | <u>\$1.83</u>                   | <u>\$4.51</u>                     | <u>\$1.07</u>                 | <u>\$37.47</u>           |  |
| 5001 - 6000 95%  | <u>\$29.52</u>         | <u>\$2.36</u>                        | <u>\$1.83</u>                   | <u>\$4.78</u>                     | <u>\$1.07</u>                 | <u>\$39.56</u>           |  |

**CRAFT SCHEDULE “T”  
CARPENTERS LOCALS 83 & 1392  
JOB TARGETING RULES & PROCEDURES**

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The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Joint Conference Committee (J.C.C.). The Carpenters Locals 83 or 1392 is the “Union” under these rules and procedures.

1. No contractor or sub-contractor shall be entitled to targeted rates and conditions unless the contractor or sub-contractor makes direct application in writing under these job targeting rules and procedures a minimum of **forty-eight (48)** hours prior to the tender closing to the Nova Scotia Construction Labour Relations Association (CLRA) on the attached application form and such request shall be forwarded to the Union. The Union may, however, in its sole discretion waive the above time limit of **forty-eight (48)** hours.
2. The Union shall advise the CLRA by facsimile (Fax N<sup>o</sup> 468-3705) in writing **on the approved response form advising** whether it grants or does not grant the targeting application. The CLRA shall then advise all applicant contractors when a target request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union the contractors who are bidding jobs under this program shall supply the bid price of their bid and other information on the targeted jobs to the Union after the job has been awarded.
4. The applicant contractor shall provide a record of projected employee work hours worked on all targeted jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sector’s share of work.

**Amendment #1 – November 16, 2009**

**CARPENTERS LOCALS 83/1392 (CIRCLE APPROPRIATE LOCAL)  
JOB TARGETING APPLICATION FORM**

DATE: \_\_\_\_\_

|                       |              |
|-----------------------|--------------|
| TO: Local Union _____ | Phone: _____ |
|                       | Fax: _____   |
| FROM: _____           | Phone: _____ |
|                       | Fax: _____   |

Please accept this as a request to bid the project outlined herein under the terms of the Joint Conference Committee provisions (Article 35) of the Carpenters Mainland Nova Scotia Locals 83 & 1392 Agreement currently in force.

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

LOCATION: \_\_\_\_\_

VALUE: \_\_\_\_\_ BID TO: \_\_\_\_\_

TENDER CLOSING DATE: \_\_\_\_\_ CARPENTER 83/1392 MAN HOURS: \_\_\_\_\_

START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

| KNOWN BIDDERS: |           |
|----------------|-----------|
| UNION          | NON-UNION |
|                |           |
|                |           |
|                |           |
|                |           |

In order to be competitive, I as the Contractor bidding, request the following subsidies and conditions:

1. Hourly wage rate \$\_\_\_\_\_ plus the following benefits  
     Overtime conditions: \_\_\_\_\_
2. Board & Travel: \_\_\_\_\_
3. Other Relief: \_\_\_\_\_

I understand and agree that **ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, HEALTH & WELFARE, PENSION, TRAINING, HEALTH & SAFETY & INDUSTRY IMPROVEMENT FUNDS AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE BARGAINING AGREEMENT, UNLESS OTHERWISE STIPULATED.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Contractor Representative  
Amendment #1 – November 16, 2009

(UNION LETTERHEAD)

**FAX FORM – RESPONSE TO JOB TARGETING APPLICATION  
CRAFT SCHEDULE “T”  
CARPENTERS LOCAL 83/1392 (Circle Appropriate Local)**

Date Application Received: \_\_\_\_\_ Date of Reply: \_\_\_\_\_

To: Nova Scotia Construction Labour Relations Association Fax: 468-3705

From: Carpenters Local 83/1392 (circle appropriate local)

Project Type & Location: \_\_\_\_\_

**Job Targeting & Enabling Rates & Conditions:**

| Hourly Rate | V & H (8%) | H & W | Pension | Training & IIF | Total Pkg |
|-------------|------------|-------|---------|----------------|-----------|
| \$          | \$         | \$    | \$      | \$             | \$        |

**Hours of Work & Other Provisions:**

Unless specifically indicated below, all other terms and conditions will be as per the current Carpenters Locals 83 & 1392 Collective Agreement. The above noted target rate is granted under Article 35 for all applicant contractors.

\_\_\_\_\_  
Carpenters Local 83 or 1392 Representative

Date: \_\_\_\_\_

Job Target Not Granted: \_\_\_\_\_

Amendment #1 – November 16, 2009

**APPENDIX “R”  
RESIDENTIAL DRYWALL AGREEMENT**

---

**BETWEEN: United Brotherhood of Carpenters and Joiners of America,  
Locals 83 and 1392 of the Nova Scotia and P.E.I. Regional Council**  
 (“Union”)

- and -

**Nova Scotia Construction Labour Relations Association**  
 (“Contractor”)

WHEREAS the Parties hereto are parties to a collective agreement that establishes terms and conditions of employment in the construction industry on the mainland of Nova Scotia;

AND WHEREAS the Parties wish to obtain work in the residential sector of the construction industry and compete with the use of non-union contractors in the residential sector market of the construction industry;

NOW THEREFORE the Parties agree as follows:

1. Any contractor who is a Party to the Carpenters Mainland Agreement may perform work in the residential sector of the construction industry in accordance with the terms and conditions stated herein.
2. The scope of work covered by this agreement shall be all work in the contractors’ scope of work with the exception of EIF’s work commonly known as Sto and Dryvit which shall be done as prescribed in the current Collective Agreement.
3. This agreement shall apply to residential work within the geographical jurisdiction of the Parties as prescribed in the current Collective Agreement.
4. Piece-work rates of pay shall be established between the workers and the employer. Any hourly workers employed on the project shall be Union members and paid as per the current Collective Agreement.
5. The workers performing work under the terms and conditions of this agreement shall not be members of the union. Should union members be utilized on such targeted projects they shall be employed as per the current Collective Agreement for commercial construction.

- 6. Any violation of this agreement shall be understood and agreed to be the loss of privileges for any and all future targeted projects at the discretion of the Union. Perceived violations of this agreement shall be subject to Section 107 of the Trade Union Act.
- 7. On projects where this Agreement is applied the contractor shall pay to the Union a fee of \$50.00 per unit. A unit is one apartment unit or one condominium unit.
- 8. Any contractor who is signatory to the Painters Union, and is using this Agreement, agrees that the taping and finishing of apartments and condominiums must be done as prescribed in Articles 2, 3, 4 and 5 of this Agreement.
- 9. This agreement shall be governed by Craft Schedule "T" in the current Carpenters' Mainland Collective Agreement.
- 10. This Agreement shall expire on April 30, 2012 and may or may not form part of future Collective Agreements at the sole discretion of the Union.

Signed on behalf of the Parties to this Agreement on this 19th day of August, 2009 at Halifax, Nova Scotia by:

**SIGNATORIES FOR AND ON BEHALF OF:**

**NOVA SCOTIA CONSTRUCTION  
LABOUR RELATIONS ASSOCIATION  
LIMITED**

**UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA LOCAL 83 AND  
1392 OF THE NOVA SCOTIA AND PEI  
REGIONAL COUNCIL**

\_\_\_\_\_  
DAVE POTTIER

\_\_\_\_\_  
SIMON PITTS

\_\_\_\_\_  
ALLAN STAPLETON

\_\_\_\_\_  
LYNDON MACPHERSON

\_\_\_\_\_  
PETER GREER

\_\_\_\_\_  
ANGELA GALLANT  
WITNESS

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**CARPENTER TRADE CLASSIFICATION**

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Able Equipment (2007) Limited  
A&G Crane Rentals Limited  
AECON Atlantic Group  
Aluma Systems Canada Inc.  
Armour Construction Limited  
Arnoldin Form Work Limited  
Comstock Canada Ltd.  
Ellis Don Corporation  
Fitzgerald and Snow Limited  
Fitz's Construction Ltd.  
Guildfords (2005) Inc.  
Holleman & Associates Inc.  
Joneljim Concrete Construction Limited  
KAMTECH Services Inc.  
Lead Structural Formwork Ltd.  
Leslie & Benn Contracting Limited  
Louco Contracting Inc.  
Marid Industries Limited  
Markland Associates Limited  
Maxim 2000 Inc.  
McNally Construction Inc.  
Omega Formwork Inc.  
Opron Maritimes Construction Ltd.  
Pentecost Enterprises  
Petrifond Foundation Company Limited  
Precision Concrete Services Limited  
Robert Higgins (1984) Company Limited  
Scaffold E & D Ltd.  
Sunny Corner Enterprises Inc.  
Tartan Interiors Limited