

APPENDIX NO. 3 - ELECTRICIANS – COMMERCIAL

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

- AND -

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

NOTE: Wage Rates Effective July 1/08- June 30/11

JOURNEYMAN - ELECTRICIAN								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Education Fund **	OH&S Fund	Consol. Fund	Total Pkg
July 1, 2008	<u>\$26.66</u>	<u>\$2.40</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$38.35</u>
January 1, 2009	<u>\$27.58</u>	<u>\$2.48</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$39.55</u>
<u>March 1, 2009</u>	<u>\$27.16</u>	<u>\$2.44</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$39.55</u>
July 1, 2009 *	<u>\$29.22</u>	<u>\$2.63</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$41.80</u>
<u>July 1, 2010 *</u>	<u>\$31.74</u>	\$2.86	\$3.12	\$5.00	\$0.71	\$0.40	<u>\$0.72</u>	<u>\$44.55</u>
August 1, 2010	<u>\$31.28</u>	<u>\$2.82</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$44.55

* For July 1, 2009 and July 1, 2010, increase of \$1.25 or CPI plus 1% to a maximum of 4%, whichever is greater, plus for July 1, 2009, additional increase of \$1.00 and for July 1, 2010, additional increase of \$1.50.

** Education Fund to be reviewed on January 3, 2011.

In addition to the hourly rates the employer shall contribute the amounts set out in the Health & Welfare Plan, Pension Plan, Education Fund, OH & S Training Fund and Consolidated Fund of this Appendix.

PREMIUMS:

Charge Hand Rate Seventy cents (\$0.70) per hour over the Journeyman rate

Foreman Rate minimum of seven percent (7%) above the journeyman hourly rate plus vacation and holiday pay

Amendment #2 – March 1, 2009
Amendment #11 – August 1, 2010

RE-OPENER CLAUSE:

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

ENABLING CLAUSE:

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

SUPERVISION:

Four (4) to ten (10) employees..... one (1) working Foreman
Eleven (11) to thirteen (13) employees..... the working Foreman becomes a non-working Foreman
At the fourteenth (14th) man..... a working Foreman is appointed in addition to the non-working Foreman
At the twenty-second (22nd) man the working Foreman becomes non-working

FORMULA REPEATS:

After thirty (30) men and three (3) Foremen, a General Foreman will be appointed
The General Foreman shall be a member in good standing of Local 1852 and shall receive a premium of not less than fifteen (15%) percent over the Journeyman's hourly rate.
It shall be the responsibility of the Foreman to notify employees when they are being laid off

HEIGHT PAY:

Employees required to work at heights above fifty feet (50') shall receive height pay as follows:
50' - 59'Twenty cents (\$0.20) plus hourly rate
60' - 79'Forty cents (\$0.40) plus hourly rate
80' - 99'Eighty cents (\$0.80) plus hourly rate
100' - 150'One dollar (\$1.00) plus hourly rate

.....with an additional twenty cents (\$0.20) for every twenty feet (20') thereafter, plus the basic hourly rate. Increase to commence at the start of each level.

The above shall apply to all work performed on towers, stacks, structural steel, walks, staging or grating.

APPRENTICES:

All Apprentices will be employed in accordance with the provisions of the Nova Scotia Apprenticeship Act, the IBEW Joint Apprenticeship Committee and the Parties hereby agree to observe all the provision of said Act.

There will be one (1) Apprentice to every three (3) Journeymen. An Apprentice attending school under the terms of their indentureship will not be laid off or terminated from the job while they are attending school, and may be substituted with another Apprentice during their studies (when the employer has work available).

Apprentices shall, with the approval of “The Minister”, be indentured to the Nova Scotia Joint Apprenticeship Training Committee.

All Apprentices shall receive the following percentage of the Journeyman Electrician rate of pay on the job:

APPRENTICES - ELECTRICIANS										
			Hourly Rate	V & H 9%	Benefit	Pension	Education Fund	OH&S Fund	Consol. Fund	Total Pkg
Effective Date: July 1, 2008										
1st	1 - 1000 hrs	55%	<u>\$11.23</u>	<u>\$1.01</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$21.53</u>
2nd	1001 - 2000 hrs	60%	<u>\$12.91</u>	<u>\$1.16</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$23.36</u>
3rd	2001 - 3000 hrs	65%	<u>\$14.63</u>	<u>\$1.32</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$25.24</u>
4th	3001 - 4000 hrs	70%	<u>\$16.37</u>	<u>\$1.47</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$27.13</u>
5th	4001 - 5000 hrs	75%	<u>\$18.08</u>	<u>\$1.63</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$29.00</u>
6th	5001 - 6000 hrs	85%	<u>\$21.46</u>	<u>\$1.93</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$32.68</u>
7th	6001 - 7000 hrs	90%	<u>\$23.21</u>	<u>\$2.09</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$34.59</u>
8th	7001 - 8000 hrs	95%	<u>\$24.95</u>	<u>\$2.25</u>	\$3.12	\$5.00	\$0.05	\$0.40	<u>\$0.72</u>	<u>\$36.49</u>
Effective Date: January 1, 2009										
1st	1 - 1000 hrs	55%	<u>\$11.73</u>	<u>\$1.06</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$22.28</u>
2nd	1001 - 2000 hrs	60%	<u>\$13.46</u>	<u>\$1.21</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$24.16</u>
3rd	2001 - 3000 hrs	65%	<u>\$15.23</u>	<u>\$1.37</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$26.09</u>
4th	3001 - 4000 hrs	70%	<u>\$17.01</u>	<u>\$1.53</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$28.03</u>
5th	4001 - 5000 hrs	75%	<u>\$18.77</u>	<u>\$1.69</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$29.95</u>
6th	5001 - 6000 hrs	85%	<u>\$22.24</u>	<u>\$2.00</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$33.73</u>
7th	6001 - 7000 hrs	90%	<u>\$24.04</u>	<u>\$2.16</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$35.69</u>
8th	7001 - 8000 hrs	95%	<u>\$25.83</u>	<u>\$2.32</u>	\$3.12	\$5.00	<u>\$0.25</u>	\$0.40	\$0.72	<u>\$37.64</u>

* For July 1, 2009 and July 1, 2010, journeyman increase of \$1.25 or CPI +1% to a maximum of 4%, whichever is greater, plus for July 1, 2009, additional journeyman increase of \$1.00 and for July 1, 2010, additional journeyman increase of \$1.50.

The above figures are not a straight percentage and represent a diversion of monies into Benefits.

Amendment #2 – March 1, 2009

APPRENTICES - ELECTRICIANS										
			Hourly Rate	V & H 9%	Benefit	Pension	Education Fund	OH&S Fund	Consol. Fund	Total Pkg
Effective Date: <u>March 1, 2009</u>										
1st	1 - 1000 hrs	55%	<u>\$11.31</u>	<u>\$1.02</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$22.28</u>
2nd	1001 - 2000 hrs	60%	<u>\$13.04</u>	<u>\$1.17</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$24.16</u>
3rd	2001 - 3000 hrs	65%	<u>\$14.81</u>	<u>\$1.33</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$26.09</u>
4th	3001 - 4000 hrs	70%	<u>\$16.59</u>	<u>\$1.49</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$28.03</u>
5th	4001 - 5000 hrs	75%	<u>\$18.35</u>	<u>\$1.65</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$29.95</u>
6th	5001 - 6000 hrs	85%	<u>\$21.82</u>	<u>\$1.96</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$33.73</u>
7th	6001 - 7000 hrs	90%	<u>\$23.61</u>	<u>\$2.13</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$35.69</u>
8th	7001 - 8000 hrs	95%	<u>\$25.40</u>	<u>\$2.29</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$37.64</u>
Effective Date: <u>July 1, 2009</u> *										
1st	1 - 1000 hrs	55%	<u>\$12.45</u>	<u>\$1.12</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$23.52</u>
2nd	1001 - 2000 hrs	60%	<u>\$14.28</u>	<u>\$1.28</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$25.51</u>
3rd	2001 - 3000 hrs	65%	<u>\$16.15</u>	<u>\$1.45</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$27.55</u>
4th	3001 - 4000 hrs	70%	<u>\$18.04</u>	<u>\$1.62</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$29.61</u>
5th	4001 - 5000 hrs	75%	<u>\$19.90</u>	<u>\$1.79</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$31.64</u>
6th	5001 - 6000 hrs	85%	<u>\$23.57</u>	<u>\$2.12</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$35.64</u>
7th	6001 - 7000 hrs	90%	<u>\$25.48</u>	<u>\$2.29</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$37.72</u>
8th	7001 - 8000 hrs	95%	<u>\$27.37</u>	<u>\$2.46</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$39.78</u>
Effective Date: <u>July 1, 2010</u> *										
1st	1 - 1000 hrs	55%	<u>\$13.83</u>	<u>\$1.25</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$25.03</u>
2nd	1001 - 2000 hrs	60%	<u>\$15.79</u>	<u>\$1.42</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$27.16</u>
3rd	2001 - 3000 hrs	65%	<u>\$17.79</u>	<u>\$1.60</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$29.34</u>
4th	3001 - 4000 hrs	70%	<u>\$19.80</u>	<u>\$1.78</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$31.53</u>
5th	4001 - 5000 hrs	75%	<u>\$21.79</u>	<u>\$1.96</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$33.70</u>
6th	5001 - 6000 hrs	85%	<u>\$25.72</u>	<u>\$2.31</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$37.98</u>
7th	6001 - 7000 hrs	90%	<u>\$27.74</u>	<u>\$2.50</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$40.19</u>
8th	7001 - 8000 hrs	95%	<u>\$29.76</u>	<u>\$2.68</u>	\$3.12	\$5.00	<u>\$0.71</u>	\$0.40	\$0.72	<u>\$42.39</u>
Effective Date: <u>August 1, 2010</u>										
1st	1 - 1000 hrs	55%	<u>\$13.38</u>	<u>\$1.20</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$25.03
2nd	1001 - 2000 hrs	60%	<u>\$15.33</u>	<u>\$1.38</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$27.16
3rd	2001 - 3000 hrs	65%	<u>\$17.33</u>	<u>\$1.56</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$29.34
4th	3001 - 4000 hrs	70%	<u>\$19.34</u>	<u>\$1.74</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$31.53
5th	4001 - 5000 hrs	75%	<u>\$21.33</u>	<u>\$1.92</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$33.70
6th	5001 - 6000 hrs	85%	<u>\$25.26</u>	<u>\$2.27</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$37.98
7th	6001 - 7000 hrs	90%	<u>\$27.28</u>	<u>\$2.46</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$40.19
8th	7001 - 8000 hrs	95%	<u>\$29.30</u>	<u>\$2.64</u>	\$3.12	<u>\$5.50</u>	\$0.71	\$0.40	\$0.72	\$42.39

* For July 1, 2009 and July 1, 2010, journeyman increase of \$1.25 or CPI +1% to a maximum of 4%, whichever is greater, plus for July 1, 2009, additional journeyman increase of \$1.00 and for July 1, 2010, additional journeyman increase of \$1.50.

The above figures are not a straight percentage and represent a diversion of monies into Benefits.

Amendment #2 – March 1, 2009
Amendment #11 – August 1, 2010

When the contractor has been notified by the Department of Labour that the Apprentice has passed his final examination, Journeyman's rate shall be paid unless the Apprentice has not completed his term of apprenticeship, then he shall be paid Journeyman's rate of pay on the date he completes his term of apprenticeship.

The employer agrees to a ratio of not more than one (1) Apprentice to three (3) Journeymen. Third (3rd) and fourth (4th) year Apprentices working without supervision shall receive a premium of forty cents (\$0.40) per hour over his regular hourly rate. The employer agrees to maintain a ratio of first (1st) year, second (2nd) year, third (3rd) year and fourth (4th) year Apprentices.

UNION SECURITY:

The employer shall hire members of Local 1852 on a 50-50 basis as follows:

1st, 3rd, 5th and all odd numbered employees shall be selected by the employer from the members in good standing and available for work on the Union out-of-work list and 2nd, 4th, 6th and all even numbered employees shall be selected by the Union.

Layoff will be on a 50-50 basis at the employer's discretion, however the 50-50 ratio of employer selection and union selection must be maintained.

The Union shall supply the employers, on request, a current list of members in good standing and available for work.

All employees shall be referred through the Union offices.

RECALL:

The employer may recall former employees who have unbroken service with the same employer for a period of five (5) years. (Unbroken service to mean, worked for the same employer disregarding periods of unemployment.)

“5 year employees” shall be recalled before new employees are referred from the Union Hall.

“5 year employees” shall be the last to be laid off.

The employer may request through the Union qualified available workmen in good standing with the Union who had previously been on the payroll for six (6) months and who are being called back within thirty (30) working days of termination, and such men shall be supplied as requested.

SAFETY AND SECURITY:

The employer agrees:

- A. On all energized circuits or equipment carrying 300 volts or over, when actual contact with hot, exposed fuses, terminals, or wire is a possible danger, two (2) Journeymen shall work together.
- B. To supply rubber gloves and protective materials when needed.
- C. When work is to be performed in trenches six feet (6') or more, two (2) men shall work together.
- D. Special rates other than Journeyman's rate may be established by joint action of the employer and the Union for employees who are handicapped by reason of age, physical or other disability.

CHAIN OF COMMAND:

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

TEMPORARY LIGHTING AND POWER:

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

TOOLS:***Tool List***

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

First Year Apprentice:

- Pliers - diagonal
- Pliers - side cutting
- Pliers - needle nose
- Blade screwdriver - small & large
- Robertson drivers - #6, #8, #10
- Phillips drivers
- Pocket knife
- Hacksaw
- Measuring tape
- Torpedo type level
- Ball peen hammer
- Tool box
- Adjustable crescent wrench

Second Year Apprentice:

- (as above, plus)
- Channel locks

Third Year Apprentice:

- Same as First and Second Year

Fourth Year Apprentice:

- (as above, plus)
- Allen wrenches
- 600V tester
- 1 centre punch
- 1 wood chisel
- Tap wrenches - 6/32 and 8/32
- Sockets - 7/16", 2", 9/16" and 3/4"
- 3/8" ratchet drive

SUBSISTENCE:**ARTICLE 14 - Subsistence of the Master Agreement shall be modified to read:**

- (1) There shall be a free zone for employees working within a forty (40) kilometre radius of the Sydney Court House. This free zone will apply to (and only to) employees living and working within this zone.

(1) (A) When an employer requires employees to be supplied from the Union for work within the Port Hawksbury free zone, preference shall be given to permanent residents of the local geographic area.

Once an employee goes onto an employer's payroll via a union referral in a local geographic area, that employee may be transferred by the employer in the same manner as any other employee.

- (2) There shall be a free zone of forty (40) kilometres around the jobsite. Travel and subsistence will not apply to employees travelling and working within this zone. This shall apply to all employees not covered in (1).

- (3) Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a jobsite free zone as set out in Article (2) up to a maximum of fifty-six (56) kilometres from the free zone.

§Transportation mileage allowance shall be paid two (2) ways as follows ...

fifty-two cents (\$0.52) per kilometre

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

- (4) Employees working on a jobsite and maintaining a permanent place of residence which is ninety-six (96) kilometres from the jobsite (normal travelled route) shall receive Board Allowance in place of mileage allowance as follows ...

	July 1, 2008	July 1, 2009	July 1, 2010
5 X 8	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
4 X 10	<u>\$93.75</u>	<u>\$100.00</u>	<u>\$106.25</u>

- (5) When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when the employee uses his own vehicle at the employer's request, he shall be paid mileage allowance as set forth in (3).

§Travelling time shall be paid for such travel within the working day

- (6) Where public transportation is authorized by the employer, (employer pays fare) or where the employer provides transportation to the job site, in either case, travelling time shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

- No employee shall be compelled to use his own vehicle to transport materials to or from the job site

(7) BOARD:

Where required by the employer to board overnight or any length of time, adequate board authorized by the employer will be paid for by the employer. Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid the mileage allowance set forth in Article (3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

OVERTIME:

All work performed outside the regular hours of work, including Saturdays, Sundays and Designated Holidays, shall be paid at double (2x) the regular rate of pay.

SHIFT WORK:

When more than one shift is in operation, hourly rated employees, employed on the second (2nd) shift and/or those employed on the third (3rd) shift, shall be paid a premium of fifteen percent (15%) over the regular hourly rate of pay. Work in excess of eight (8) hours per shift shall be paid at overtime rates including the shift premium, but such shift premium shall not be included in the calculation of overtime.

EQUIPMENT:

Should employees require a hard hat, rain gear or rubber boots, the item(s) will be supplied. Should the item(s) not be returned prior to termination of employment, the cost shall be deducted from the final pay.

TRADE PROMOTION:

The employer and the Union agree to promote the Electrical Industry to the benefit of the employer and the I.B.E.W. employees. Such promotion may include use of the I.B.E.W. label when and where practical.

WELDER:

When a combination Electrician/Welder is requested, the Union shall supply same and the person so supplied shall be laid off no later than the completion of the Project originally hired for. Further, such person shall not be transferred to another Project.

COMMUNICATION CABLE SPECIALIST:

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

ALARM AND SECURITY TECHNICIAN:

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

HEALTH & WELFARE PLAN:

The employer shall contribute three dollars twelve cents (\$3.12) per hour earned for each employee on or before the fifteenth (15th) day of the following month and remit to:

I.B.E.W. Local 1852 Health & Welfare Plan

PO Box 24, Pier Postal Station
Sydney, NS B1N 3B1

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

PENSION PLAN:

The employer shall contribute five dollars (\$5.00) per hour earned **and effective August 1, 2010, five dollars fifty cents (\$5.50) per hour earned** for each employee on or before the fifteenth (15th) day of the following month and remit to:

I.B.E.W. Local 1852 Pension Plan

PO Box 24, Pier Postal Station
Sydney, NS B1N 3B1

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

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

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

Amendment #11 – August 1, 2010

EDUCATION FUND:

The employer shall contribute five cents (\$0.05) for each employee for each hour paid, and shall deduct five cents (\$0.05) for each hour paid from the employee and remit the total of ten cents (\$0.10) for each employee, for each hour paid;

and effective January 1, 2009, the employer shall contribute twenty-five cents (\$0.25) for each employee for each hour paid, and shall deduct twenty-five cents (\$0.25) for each hour paid from the employee and remit the total of fifty cents (\$0.50) for each employee, for each hour paid;

and effective **March 1, 2009**, the employer shall contribute **seventy-one cents (\$0.71)** for each employee for each hour paid **and** remit the total of seventy-one cents (\$0.71) for each employee, for each hour paid to:

I.B.E.W. Local 1852 Education Fund

PO Box 24, Pier Postal Station
Sydney, NS
B1N 3B1

on or before the fifteenth (15th) day of the month following.

Please note that forty-six cents (\$0.46) of this employer contribution has been deducted from the hourly rate and vacation & holiday allowance of the employee. In the event that the Education Fund is discontinued, forty-six cents (\$0.46) shall be diverted back into the hourly rate and vacation & holiday allowance of the employee.

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

NON-CATALOGUE ITEMS:

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

QUALITY CONTROL:

When a Quality Control person is required to do field inspections on site, he shall be employed from the membership of the Local Union. He shall only perform quality control functions. However, the determination of qualifications shall be within the sole discretion of the employer. Such employee, if transferred on site, shall not be counted as for the transfer clause, and shall perform only quality control functions while employed on site. Wages for this position will be that of a Journeyman Electrician.

Amendment #2 – March 1, 2009

SUBSIDIZATION FUND:

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

OH&S TRAINING FUND:

IBEW Local 1852 agrees to provide all members with up to date OH&S Training, in the categories as listed below, including members working for an employer and those being referred to an employer. The employer shall contribute sixty-one cents (\$0.61) to Local 1852 Training Fund; forty cents (\$0.40) from the employer and twenty-one cents (\$0.21) from the employee going in as an employer contribution per hour paid;

and effective **March 1, 2009**, the employer shall contribute forty cents (\$0.40) **for each hour paid** to Local 1852 Training Fund.

Categories included:

1. WHMIS
2. Fall Protection Type 1
3. Confined Space Type 1
4. Emergency First Aid
5. CPR

Remittances to be forwarded to:

I.B.E.W. Local 1852 OH&S Training Fund

PO Box 24, Pier Postal Station

Sydney, NS

B1N 3B1

on or before the fifteenth (15th) day of the month following.

In the event this fund is terminated, the entire forty cents (\$0.40) shall revert to the employer.

The I.B.E.W. 1852 OH&S Training Fund shall be jointly trusted by representatives of Management and of the Union, in accordance with the terms of the Trust Agreement governing the Fund. The remittance shall be made on such a form as the trustees may reasonably require.

Prior to the annual wage increase each year the Nova Scotia Construction Labour Relations Association Limited, the Trustees and IBEW Local 1852 will meet to review the amount of contribution required to maintain the providing the OH&S courses.

Amendment #2 – March 1, 2009

Training courses shall be carried out in the most cost effective manner and as approved by the trustees.

IBEW Local 1852 agrees to provide additional OH&S courses that are not listed above providing there is surplus in the OH&S contributions. Discussion on such additional training would become part of the annual meeting.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 9th day of December, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

GREIG MACLEOD

BRIAN TOBIN

ALLAN STAPLETON