

APPENDIX NO. 10 - PIPEFITTERS - INDUSTRIAL

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

- AND -

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

(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/08 – Jun 30/11

PIPEFITTERS JOURNEYMAN									
Effective Date	Hourly Rate	V & H	Benefit	Pension	JATC	Training **	Promo & Ed.	Consol. Fund	Total Pkg.
July 1, 2008	\$33.49	\$3.01	\$1.70	\$5.45	\$0.12	\$1.15	\$0.04	<u>\$0.72</u>	\$45.68
January 1, 2009	\$33.44	\$3.01	\$1.70	<u>\$5.95</u>	\$0.12	<u>\$1.35</u>	\$0.04	\$0.72	\$46.33
July 1, 2009	<u>\$34.59</u>	<u>\$3.11</u>	\$1.70	<u>\$6.25</u>	\$0.12	\$1.35	\$0.04	\$0.72	\$47.88
<u>July 1, 2010</u>	<u>\$35.78</u>	<u>\$3.22</u>	\$1.70	<u>\$6.55</u>	\$0.12	\$1.35	\$0.04	\$0.72	<u>\$49.48</u>

* 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 \$0.30 and for July 1, 2010, additional increase of \$0.30.

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

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

Correction #2 – UA 682 – July 1, 2009
Amendment #9 – CPI – July 1, 2010

SUPERVISION:

Foreman premium.....minimum seven percent (7%) above Journeyman Rate
 From 3 to 6 employees..... 1 working Foreman
 From 7 to 10 employees..... 1 non-working Foreman
 One (1) of the first three (3) employees will be a working Foreman

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

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

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

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

Where a General Foreman is required, under the terms of this agreement, the employer may transfer an additional employee from the shop to an Industrial Project for this position or replace an earlier transfer who may have been promoted to General Foreman. This transfer shall be limited to one (1) time on any Industrial Project.

- General Foreman PremiumA minimum premium of fifteen percent (15%) above the Journeyman wage rate

In a crew of welders only, the Foreman shall be a welder. Where there are eight (8) or more Journeymen welders on the site, there will be a qualified welding coordinator, the welding coordinator will receive the Foreman premiums set out above.

The employer may name-hire up to two (2) supervisory personnel from anywhere on the Union out of work list. All name-hired, recalled or new hire's must have a referral from the Union hall. The employer agrees to notify the Union of all terminations.

CHAIN OF COMMAND:

United Association members will, as a general rule, not be required to take directions in reference to the work being performed other than from a United Association Foreman.

United Association Apprentices will, as a general rule, not be required to take directions in reference to the work being performed from other than a Licensed Journeyman during "hands on" training in the field.

FABRICATION:

Pipe four inches (4") and under shall be fabricated locally. Such fabrication shall be performed by members of Local 682, excluding such pipe that is supplied as an integral part of a manufactured equipment package, such as boilers, turbines, lubrication systems etc. All other fabricated pipes made by others than Local 682 shall have the U.A. Label.

If such fabrication hinders, delays or prevents the construction of a project, a meeting shall be arranged between the owner, the contractor and the Union to discuss and assess the situation.

SPECIAL RATES:

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

SHIFT DIFFERENTIAL:

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

CLASSIFICATION:

Stress relieving will be paid at the Journeyman's pipefitting rate. This classification is for the establishment of rate only and is not to be deemed as assignment of jurisdiction.

UNION SECURITY:

The employer may recall his former employees who are being called back within thirty (30) working days of the time of lay-off with notification to the Local Union office when there is a lack of materials on site or as a result of job conditions that prevent work from proceeding. Upon recall additional referral slips are required from the Union Hall.

Article 3 of the Cape Breton Industrial Projects Collective Agreement shall be modified as follows:

Transfer To Industrial:

Employers may transfer from commercial shops or request from the Union using the following ratio:

For The First Twenty (20) Employees excluding supervision

Transfer from shop or Request from first <u>one hundred (100)</u> available for work on Union list	Union member selected by Union
1 st and 2 nd	3 rd and 4 th
5 th and 6 th	7 th and 8 th
9 th and 10 th	11 th
12 th	13 th
14 th	15 th
16 th	17 th
18 th	19 th
20 th	

- Any additional employees from the Union's List

The employer shall have the right to vary its eleven (11) transferred employees on a particular jobsite during the progress of a job but the total number of eleven (11) employees transferred will not change.

All employees hired in accordance with the above ratio will be laid off in the same ratio, commencing with an employer selection/transfer. No other employees can be hired directly if the above termination procedure has not been followed.

Hiring Ratio - Industrial Jobs:

Employers may name hire using the following ratio:

- 2 Union members by employer *i)* Request from first twenty-five (25) available for work on Union list

- 2 Union members by Union
- 2 Union members by employer *i)* Request from first one hundred (100) available for work on Union list

- Any additional employees from the Union's List
- Lay off would be in the reverse order

APPRENTICES:

There will be one (1) to three (3) Apprentices to every five (5) Journeymen Pipefitters. An Apprentice attending school under the terms of their indentureship will not be laid off or terminated from the job while they are attending school, and may be substituted with another Apprentice during their studies (when the employer has work available.)

Apprentices shall, with the approval of "The Minister", be indentured to the Nova Scotia and Prince Edward Island Joint Apprenticeship Training Committee.

APPRENTICE PAY RATES:

The rate of pay for an Apprentice will be paid as a percentage of Journeyman's rate, as hours recorded in his Apprenticeship Log Book.

NOTE: Wage Rates Effective July 1/08 – Jun 30/11

APPRENTICES (5 YEAR PROGRAM) - PLUMBER										
		Hourly Rate	V & H	Benefit	Pension	JATC	Training **	Promo & Ed.	Consol. Fund	Total Pkg
Effective Date: July 1, 2008										
1 - 1000 hrs	45%	\$12.09	\$1.09	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$22.36
1001 - 2000 hrs	50%	\$13.97	\$1.26	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$24.41
2001 - 3000 hrs	55%	\$15.98	\$1.44	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$26.60
3001 - 4000 hrs	60%	\$17.93	\$1.61	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$28.72
4001 - 5000 hrs	70%	\$21.85	\$1.97	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$33.00
5001 - 6000 hrs	75%	\$24.44	\$2.20	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$35.82
6001 - 7000 hrs	80%	\$25.78	\$2.32	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$37.28
7001 - 8000 hrs	85%	\$27.73	\$2.50	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$39.41
8001 - 9000 hrs	90%	\$29.69	\$2.67	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$41.54
9001 - 10000 hrs	95%	\$31.65	\$2.85	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$43.68
Effective Date: January 1, 2009										
1 - 1000 hrs	45%	\$15.83	\$1.42	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$22.68
1001 - 2000 hrs	50%	\$17.73	\$1.60	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$24.76
2001 - 3000 hrs	55%	\$19.77	\$1.78	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$26.98
3001 - 4000 hrs	60%	\$21.74	\$1.96	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$29.13
4001 - 5000 hrs	70%	\$23.89	\$2.15	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$33.47
5001 - 6000 hrs	75%	\$26.50	\$2.39	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$36.32
6001 - 7000 hrs	80%	\$27.87	\$2.51	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$37.81
7001 - 8000 hrs	85%	\$29.85	\$2.69	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$39.97
8001 - 9000 hrs	90%	\$31.83	\$2.87	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$42.13
9001 - 10000 hrs	95%	\$33.83	\$3.04	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$44.30
Effective Date: July 1, 2009 *										
1 - 1000 hrs	45%	\$16.47	\$1.48	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$23.38
1001 - 2000 hrs	50%	\$18.44	\$1.66	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$25.54
2001 - 3000 hrs	55%	\$20.55	\$1.85	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$27.83
3001 - 4000 hrs	60%	\$22.60	\$2.03	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$30.06
4001 - 5000 hrs	70%	\$24.89	\$2.24	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$34.56
5001 - 6000 hrs	75%	\$27.57	\$2.48	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.48
6001 - 7000 hrs	80%	\$29.01	\$2.61	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$39.05
7001 - 8000 hrs	85%	\$31.06	\$2.80	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$41.29
8001 - 9000 hrs	90%	\$33.11	\$2.98	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$43.53
9001 - 10000 hrs	95%	\$35.18	\$3.17	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$45.77
Effective Date: July 1, 2010 *										
1 - 1000 hrs	45%	<u>\$17.13</u>	\$1.54	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$24.10</u>
1001 - 2000 hrs	50%	<u>\$19.18</u>	<u>\$1.73</u>	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$26.34</u>
2001 - 3000 hrs	55%	<u>\$21.36</u>	\$1.92	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$28.71</u>
3001 - 4000 hrs	60%	<u>\$23.48</u>	\$2.11	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$31.02</u>
4001 - 5000 hrs	70%	<u>\$25.92</u>	\$2.33	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$35.68</u>
5001 - 6000 hrs	75%	<u>\$28.67</u>	\$2.58	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$38.68</u>
6001 - 7000 hrs	80%	<u>\$30.18</u>	<u>\$2.72</u>	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$40.33</u>
7001 - 8000 hrs	85%	<u>\$32.31</u>	<u>\$2.91</u>	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$42.65</u>
8001 - 9000 hrs	90%	<u>\$34.44</u>	\$3.10	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$44.97</u>
9001 - 10000 hrs	95%	<u>\$36.57</u>	\$3.29	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$47.29</u>

* For July 1, 2009 and July 1, 2010, journeyman increase of \$1.25 or CPI plus 1% to a maximum of 4%, whichever is greater, plus for July 1, 2009, additional journeyman increase of \$0.30 and for July 1, 2010, additional journeyman increase of \$0.30.

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

Amendment #9 – CPI – July 1, 2010

NOTE: Wage Rates Effective July 1/08 – Jun 30/11

APPRENTICES (4 YEAR PROGRAM) - PLUMBER										
		Hourly Rate	V & H	Benefit	Pension	JATC	Training **	Promo & Ed.	Consol. Fund	Total Pkg
Effective Date: July 1, 2008										
1 - 1000 hrs	45%	\$12.09	\$1.09	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$22.36
1001 - 2000 hrs	50%	\$13.97	\$1.26	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$24.41
2001 - 3000 hrs	55%	\$15.98	\$1.44	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$26.60
3001 - 4000 hrs	60%	\$17.93	\$1.61	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$28.72
4001 - 5000 hrs	75%	\$24.44	\$2.20	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$35.82
5001 - 6000 hrs	80%	\$25.78	\$2.32	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$37.28
6001 - 7000 hrs	85%	\$27.73	\$2.50	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$39.41
7001 - 8000 hrs	90%	\$29.69	\$2.67	\$1.70	\$3.95	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$41.54
Effective Date: January 1, 2009										
1 - 1000 hrs	45%	\$15.83	\$1.42	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$22.68
1001 - 2000 hrs	50%	\$17.73	\$1.60	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$24.76
2001 - 3000 hrs	55%	\$19.77	\$1.78	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$26.98
3001 - 4000 hrs	60%	\$21.74	\$1.96	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$29.13
4001 - 5000 hrs	75%	\$26.50	\$2.39	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$36.32
5001 - 6000 hrs	80%	\$27.87	\$2.51	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$37.81
6001 - 7000 hrs	85%	\$29.85	\$2.69	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$39.97
7001 - 8000 hrs	90%	\$31.83	\$2.87	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$42.13
Effective Date: July 1, 2009 *										
1 - 1000 hrs	45%	\$16.47	\$1.48	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$23.38
1001 - 2000 hrs	50%	\$18.44	\$1.66	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$25.54
2001 - 3000 hrs	55%	\$20.55	\$1.85	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$27.83
3001 - 4000 hrs	60%	\$22.60	\$2.03	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$30.06
4001 - 5000 hrs	75%	\$27.57	\$2.48	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.48
5001 - 6000 hrs	80%	\$29.01	\$2.61	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$39.05
6001 - 7000 hrs	85%	\$31.06	\$2.80	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$41.29
7001 - 8000 hrs	90%	\$33.11	\$2.98	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$43.53
Effective Date: July 1, 2010 *										
1 - 1000 hrs	45%	<u>\$17.13</u>	\$1.54	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$24.10</u>
1001 - 2000 hrs	50%	<u>\$19.18</u>	<u>\$1.73</u>	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$26.34</u>
2001 - 3000 hrs	55%	<u>\$21.36</u>	\$1.92	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$28.71</u>
3001 - 4000 hrs	60%	<u>\$23.48</u>	\$2.11	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$31.02</u>
4001 - 5000 hrs	75%	<u>\$28.67</u>	\$2.58	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$38.68</u>
5001 - 6000 hrs	80%	<u>\$30.18</u>	<u>\$2.72</u>	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$40.33</u>
6001 - 7000 hrs	85%	<u>\$32.31</u>	<u>\$2.91</u>	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$42.65</u>
7001 - 8000 hrs	90%	<u>\$34.44</u>	\$3.10	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	<u>\$44.97</u>

* For July 1, 2009 and July 1, 2010, journeyman increase of \$1.25 or CPI plus 1% to a maximum of 4%, whichever is greater, plus for July 1, 2009, additional journeyman increase of \$0.30 and for July 1, 2010, additional journeyman increase of \$0.30.

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

Amendment #9 – CPI – July 1, 2010

SPECIAL WELDING PREMIUM INCLUDING PIPEFITTERS AND APPRENTICES:

All qualified Journeymen welding on stainless steel, cupra-nickle, chrome alloy or welding with tig or mig shall be remunerated at seventy-five cents (\$0.75) per hour above the regular rate. When Journeymen with the special skills are requested by the employer the premium rate shall apply.

An employee required to work in a higher classification shall receive pay for time worked in the classification. All premium pay will be paid for eight (8) hours when applicable.

All Journeymen Steam Fitters working with a Welder receiving this premium shall also receive the premium, all Apprentices so working shall receive the applicable percentage of the premium.

WELDER'S QUALIFICATION:

The employer agrees to contribute to the Nova Scotia and Prince Edward Island Joint Apprenticeship and Training Committee or Local 682, as determined by the B.A., the amount of five hundred dollars (\$500.00) on Industrial Projects and three hundred dollars (\$300.00) on Commercial Projects for each Welder referred to the employer with a Department of Labour up-to-date Welding Certification (F3-F4) or (F6-F4).

The employer may, at his discretion, have the option to test Welders, being referred by the Union, at the work-site in which case the following procedure would apply:

Contractors requesting welders from the Union shall make known the type of welding that is required. The welders requested shall show adequate proof to the contractor of previous experience, prior to testing, for the type of welding to be performed, or no remuneration shall be required.

Welders shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

The contractor shall provide proper shelter for the test, and test all men on the job site or in the employer designated shop. Welders working under the jurisdiction of the Local Union shall cut and grind their own coupons on black pipe. Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test. If a member of the Local Union is required to service a welding machine, then the proper safety equipment will be supplied for handling fuel.

PIPE SUPPORTS:

Exclusively for the installation of free standing pipe supports, the applicable ratio of Journeymen to Apprentices shall be one to two (1:2). When requested by the employer, the Union agrees to provide first (1st) or second (2nd) year Apprentices. This ratio applies to installation only. For fabrication, the Union agrees to put in place a competitive rate.

OVERTIME:

Local 682 members shall have the preference to work overtime where qualified.

If Local 682 members refuse such overtime, then travel card members will be asked to perform such overtime work.

MAKE-UP HOURS:

The Union may agree that employees may work up to forty (40) hours per week, Monday to Friday, but excluding Saturday and Sunday, regardless of the number of hours worked in any one day, at the straight rate of pay.

PROTECTIVE CLOTHING:

Rain gear, coveralls in dirty situations, rubber gloves for service work on plumbing, and fire retardant jackets as required, will be supplied by the employer. Gloves will be supplied only when the pipefitter is directly involved with the work of the welders. C.S.A. approved breathing apparatus will be supplied by the employer where necessary. All rain gear and protective clothing remains the property of the employer. Should it not be returned to the employer upon termination of employment, the cost shall be deducted from the final pay.

For qualified welders, welding helmets, shields, cutting goggles will be supplied by the employer.

BURNED CLOTHING:

Employees clothing, if burned in the job shack, shall be replaced by the employer on the recommendation of the Foreman or Safety Inspector.

O.H. & S. TRAINING FUND:

U.A. Local 682 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 eighty cents (\$0.80) to Local 682 Training Fund; fifty cents (\$0.50) from the employer and thirty cents (\$0.30) from the employee going in as an employer contribution per hour paid.

In the event the OH&S Training is discontinued or the amount reduced the employer contribution will be returned to the employer and the reduced employee contribution will be added to the wage rate.

Prior to the annual wage increase each year the Nova Scotia Construction Labour Relations Association and UA Local 682 will meet to review the amount of contribution required to maintain the providing of the AH&S courses.

UA Local 682 agrees to provide additional OH&S courses that are not listed above providing there is a surplus in the OH&S contributions. Discussion on such additional training would become part of the annual meeting.

Categories included:

1. WHMIS
2. Fall Protection Type 1
3. Confined Space Type 1
4. Emergency First Aid
5. Forklift
6. Generic Site Safety Orientation

BENEFIT PLAN:

The parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) The employer shall make contributions at the rate of one dollar seventy cents (\$1.70) per hour paid. Should the contribution increase, then this amount and the wage rates shall be amended accordingly.
- (e) In the event the Benefit Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

Administrator: The Union shall advise employers of the name and address of the Administrator.

PENSION PLAN:

The parties hereto agree on a Pension Plan Fund as follows:

- (a) The Trust Document under which the Pension Plan Fund is controlled shall provide for equal Trustees in number and power appointed by each of the parties hereto.
- (b) The employer shall make contributions for Journeymen at the rate per hour paid as follows:
 - Five dollars and forty-five cents (\$5.45) for Journeymen and three dollars ninety-five cents (\$3.95) for Apprentices;
 - Effective January 1, 2009, five dollars ninety-five cents (\$5.95) for Journeymen and two dollars (\$2.00) for Apprentices (4001 to 10,000 hours); and effective July 1, 2009, six dollars twenty-five cents (\$6.25) for Journeymen; and effective July 1, 2010, six dollars fifty-five cents (\$6.55) for Journeymen.
- (c) The Pension Fund shall be professionally administered.
- (d) In the event the Pension Plan is discontinued for any reason whatsoever, the contribution shall be added to the hourly rate and become part of the wage package.

The parties to this Collective Agreement agree that the Trustees of the Trust Fund, appointed in accordance with the Trust Agreement, shall have the authority to enforce the payment of contributions to the Trust Fund as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the parties hereto to enforce the payment of such contributions and collect overdue contributions. The Trustees shall not be required to follow the procedures of this Collective Agreement and may take civil action for debt to enforce payment of contributions by an individual employer. The Union, for itself and on behalf of the employees in the bargaining unit covered by this Collective Agreement, assigns the contributions and the right to receive the same to the Trustees.

PROMOTION AND EDUCATION FUND:

- (a) Employers must contribute to the Promotion and Education Fund established by the Construction Association of Nova Scotia to encourage increased employment among members of Local 682 and to advance the industry, a sum equal to four cents (\$0.04) for each hours pay worked by each of his employees. The Fund shall be administered by a Board of Governors appointed by the Mechanical Section of the Construction Association of Nova Scotia. This fund shall not intentionally be engaged in activities detrimental to Local 682.
- (b) The four cents (\$0.04) for Promotion and Education Fund will be paid by separate cheque made out in favour of the Mechanical Section of the Construction Association of Nova Scotia on or before the fifteenth (15th) day of the month following.
- (c) The Governors agree that should the Training Fund monies be insufficient, assistance will be given from the Promotion and Education Fund.
- (d) The Parties agree that collection may be enforced through arbitration instituted by the Association.

Correction #2 – UA 682 – July 1, 2009

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

N.S., P.E.I., J.A.T.C.:

The employer shall contribute ten cents (\$0.10) per hour, and the employees shall contribute two cents (\$0.02) per hour.

- A) Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 682 and owners, part owners, senior management and middle management of firms employing union members.
- B) The funds for such training shall be provided by both employers and employees per hour, per hour employed by employers.
- C) The administration of such funds, the need for various types of training, providing facilities, teaching personnel, supplies and all miscellaneous items required to conduct a training program shall be a committee of equal number from employer groups and Local Union 682, i.e. three (3) members from employers and three (3) Local Union 682 members. The number of members to this committee may be more or less than three (3), but in no case shall there be an unequal number from the contributing Parties.
- D) The committee shall be known as the Cape Breton Joint Mechanical Journeymen's Training Program.
- E) The committee shall have a chairman, vice-chairman and a (financial) secretary. Terms of office shall be for a period of two (2) years.
- F) The employer shall deduct from all Journeymen and Apprentices, working under the conditions of this Agreement, two cents (\$0.02) per hour, per hour said Journeymen and/or Apprentices are employed by the employer concerned.
- G) The total of twelve cents (\$0.12) per hour, per hour employed by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to:

John Kelly
NS & PEI Joint Apprenticeship & Training Committee
U.A. Local 56
30 Neptune Crescent
Woodside Industrial Park
Dartmouth, NS B2Y 4R8

- H) If this committee shall cease to function by mutual agreement of all Parties concerned, all assets shall be divided as shown and returned to the contributing organizations:
- | | |
|--|-------|
| Construction Association of Nova Scotia (Mechanical) | 10/12 |
| Local Union 682..... | 2/12 |

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

LOCAL, NATIONAL TRAINING FUNDS, O.H. & S. TRAINING FUND, BUILDING FUND, FIELD DUES & APPRENTICESHIP TRAINING FUND:

1. ***Local 682 Training Fund***
Effective January 1, 2009, employer contribution of forty-five cents (\$0.45) per hour paid.
2. ***U.A. National Training Fund***
Employer contribution of five cents (\$0.05) per hour paid.
3. ***U.A. Canadian Industry Enhancement Trust Fund***
Employer contribution of five cents (\$0.05) per hour paid.
4. ***Occupational Health & Safety Training Fund***
Employer contribution of eighty cents (\$0.80*) per hour paid.

* Of which fifty cents (\$0.50) is an employer contribution and thirty cents (\$0.30) is an employee contribution – hourly rates have been adjusted to allow this to be made as an employer contribution.

Total employer contribution of one dollar thirty-five cents (\$1.35).

5. ***Local 682 Building Fund***
Employee contribution of twenty-five cents (\$0.25) per hour paid.
6. ***Local 682 Field Dues***
The employer agrees to deduct from each U.A. member field dues in the amount of one and one half percent (1½%) of gross pay and remit to Local 682 Union Office.
7. ***Local 682 Apprenticeship Training Fund***
Each employer shall contribute one dollar and fifty cents (\$1.50) per hour paid for each Apprentice.

Amendment #1 – January 21, 2009

The employer shall remit the above contributions and deductions, in the form of one (1) cheque, to:

U.A. Local 682
PO Box 4508
Reserve Mines, NS
B1E 1L2

All employer contributions (ie. items 1, 2, 3, and 6) under this heading are amalgamated as set out under the Training and Building columns of the appropriate wage tables. Items 4 and 5 are to be deducted from the employee.

REMITTANCES:

Remittance of all Trust Funds contributions and deductions and Union dues shall be sent to the appropriate administrator at the address provided on or before the twentieth (20th) day of the month following.

VISUAL INSPECTION:

Subject to the requirements of the employer on-site Visual Inspection shall include and not be limited to:

- Inspection of all metal fabrications, piping and coating applied thereto.

- Inspection of all plastics and fibreglass fabrication and piping are included.

VISUAL INSPECTORS:

(Rates of pay - these rates are for Visual Inspection with the relevant certification).

C.W.B. Certification:

1. C.W.B. certified Level IIIJourneyman Rate Plus General Foreman Premium
2. C.W.B. certified Level IIJourneyman Rate Plus Foreman Premium
3. C.W.B. certified Level I.....Journeyman Rate Plus Welding Premium

Where Visual Inspectors are required, in the sole discretion of the employer, then such Visual Inspectors shall be employed from members of the Local Union when such qualified men are available. Where qualified men are not available, the employer may employ Visual Inspectors from elsewhere, providing the Visual Inspectors become members in good standing with the Union.

The employer may use his own Q.A. person to perform Visual Inspections until a Welding Co-Ordinator is on-site. If the Welding Co-Ordinator is not a certified C.W.B. Inspector, the Q.A. man may continue to perform Visual Inspections until additional Inspectors are required.

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

CLIFF MURPHY

ALLAN STAPLETON

MELVIN GILLIS