

**APPENDIX NO. 2 - CARPENTERS - INDUSTRIAL****BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**(hereinafter referred to as the "CLRA")

- AND -

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

(hereinafter referred to as the "Union")

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

<b>CARPENTERS JOURNEYMAN</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Pension</b>	<b>Benefit</b>	<b>Training</b>	<b><u>Consol. Fund</u></b>	<b>Total Pkg</b>
<b>July 1, 2008</b>	<u>\$33.96</u>	<u>\$3.06</u>	\$5.00	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$43.99</u>
<b>July 1, 2009 *</b>	<u>\$35.11</u>	<u>\$3.16</u>	\$5.00	\$1.20	\$0.05	\$0.72	<u>\$45.24</u>
<b>July 1, 2010 *</b>	<u>\$36.26</u>	<u>\$3.26</u>	\$5.00	\$1.20	\$0.05	\$0.72	<u>\$46.49</u>

\* For years 2009 &amp; 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

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

All contributions made to the Union Administration Fund; Benefit Plan Fund; Consolidated Fund; Pension Fund and the Training Fund shall be per hour paid, on/or before the fifteenth (15<sup>th</sup>) day of the month following.

**SUPERVISION:**

- Foreman premium .....a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance
- General Foreman .....a minimum premium of fifteen percent (15%) of journeyman base rate and holiday and vacation allowance
  
- From 3 to 6 employees ..... 1 working Foreman
- From 7 to 10 employees ..... 1 non-working Foreman
  
- One (1) of the first three (3) employees will be a working Foreman
- When a crew exceeds six (6) employees there shall be a non-working Foreman
- After ten (10) employees the formula repeats
  
- Three (3) or more Foreman ..... 1 General Foreman

**CLASSIFICATION:**

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

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

**APPRENTICES:**

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

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

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

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

<b>APPRENTICES - CARPENTERS</b>									
			<b>Hourly Rate</b>	<b>V &amp; H 9%</b>	<b>Pension</b>	<b>Benefit</b>	<b>Training</b>	<b>Consol. Fund</b>	<b>Total Pkg</b>
<b>Effective Date: July 1, 2008</b>									
1st 6 months	50%	<i>or</i> 0 - 1000 hrs	<u>\$16.59</u>	<u>\$1.49</u>	\$2.50	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$22.55</u>
2nd 6 months	55%	<i>or</i> 1001 - 2000 hrs	<u>\$17.17</u>	<u>\$1.54</u>	\$3.00	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$23.68</u>
3rd 6 months	60%	<i>or</i> 2001 - 3000 hrs	<u>\$19.82</u>	<u>\$1.78</u>	\$3.30	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$26.87</u>
4th 6 months	70%	<i>or</i> 3001 - 4000 hrs	<u>\$23.29</u>	<u>\$2.10</u>	\$3.90	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$31.26</u>
5th 6 months	75%	<i>or</i> 4001 - 5000 hrs	<u>\$24.96</u>	<u>\$2.25</u>	\$4.20	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$33.38</u>
6th 6 months	85%	<i>or</i> 5001 - 6000 hrs	<u>\$28.50</u>	<u>\$2.57</u>	\$4.55	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$37.59</u>
7th 6 months	90%	<i>or</i> 6001 - 7000 hrs	<u>\$30.36</u>	<u>\$2.73</u>	\$4.70	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$39.76</u>
8th 6 months	95%	<i>or</i> 7001 - 8000 hrs	<u>\$32.15</u>	<u>\$2.89</u>	\$4.85	<u>\$1.20</u>	\$0.05	<u>\$0.72</u>	<u>\$41.86</u>
<b>Effective Date: July 1, 2009 *</b>									
1st 1000 hours	50%	<i>or</i> 0 - 1000 hrs	<u>\$17.17</u>	<u>\$1.54</u>	\$2.50	\$1.20	\$0.05	\$0.72	<u>\$23.18</u>
2nd 1000 hours	55%	<i>or</i> 1001 - 2000 hrs	<u>\$17.80</u>	<u>\$1.60</u>	\$3.00	\$1.20	\$0.05	\$0.72	<u>\$24.37</u>
3rd 1000 hours	60%	<i>or</i> 2001 - 3000 hrs	<u>\$20.50</u>	<u>\$1.85</u>	\$3.30	\$1.20	\$0.05	\$0.72	<u>\$27.62</u>
4th 1000 hours	70%	<i>or</i> 3001 - 4000 hrs	<u>\$24.10</u>	<u>\$2.17</u>	\$3.90	\$1.20	\$0.05	\$0.72	<u>\$32.14</u>
5th 1000 hours	75%	<i>or</i> 4001 - 5000 hrs	<u>\$25.83</u>	<u>\$2.32</u>	\$4.20	\$1.20	\$0.05	\$0.72	<u>\$34.32</u>
6th 1000 hours	85%	<i>or</i> 5001 - 6000 hrs	<u>\$29.48</u>	<u>\$2.65</u>	\$4.55	\$1.20	\$0.05	\$0.72	<u>\$38.65</u>
7th 1000 hours	90%	<i>or</i> 6001 - 7000 hrs	<u>\$31.39</u>	<u>\$2.83</u>	\$4.70	\$1.20	\$0.05	\$0.72	<u>\$40.89</u>
8th 1000 hours	95%	<i>or</i> 7001 - 8000 hrs	<u>\$33.24</u>	<u>\$2.99</u>	\$4.85	\$1.20	\$0.05	\$0.72	<u>\$43.05</u>
<b>Effective Date: July 1, 2010 *</b>									
1st 1000 hours	50%	<i>or</i> 0 - 1000 hrs	<u>\$17.73</u>	<u>\$1.60</u>	\$2.50	\$1.20	\$0.05	\$0.72	<u>\$23.80</u>
2nd 1000 hours	55%	<i>or</i> 1001 - 2000 hrs	<u>\$18.43</u>	<u>\$1.66</u>	\$3.00	\$1.20	\$0.05	\$0.72	<u>\$25.06</u>
3rd 1000 hours	60%	<i>or</i> 2001 - 3000 hrs	<u>\$21.19</u>	<u>\$1.91</u>	\$3.30	\$1.20	\$0.05	\$0.72	<u>\$28.37</u>
4th 1000 hours	70%	<i>or</i> 3001 - 4000 hrs	<u>\$24.91</u>	<u>\$2.24</u>	\$3.90	\$1.20	\$0.05	\$0.72	<u>\$33.02</u>
5th 1000 hours	75%	<i>or</i> 4001 - 5000 hrs	<u>\$26.69</u>	<u>\$2.40</u>	\$4.20	\$1.20	\$0.05	\$0.72	<u>\$35.26</u>
6th 1000 hours	85%	<i>or</i> 5001 - 6000 hrs	<u>\$30.45</u>	<u>\$2.74</u>	\$4.55	\$1.20	\$0.05	\$0.72	<u>\$39.71</u>
7th 1000 hours	90%	<i>or</i> 6001 - 7000 hrs	<u>\$32.43</u>	<u>\$2.92</u>	\$4.70	\$1.20	\$0.05	\$0.72	<u>\$42.02</u>
8th 1000 hours	95%	<i>or</i> 7001 - 8000 hrs	<u>\$34.33</u>	<u>\$3.09</u>	\$4.85	\$1.20	\$0.05	\$0.72	<u>\$44.24</u>

\* For years 2009 & 2010, journeyman increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

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

**SHIFT DIFFERENTIAL:**

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

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

**SPECIAL RATES:**

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

**TOOLS:**

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

**HARD HATS:**

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

**PROTECTIVE CLOTHING:**

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

**SAW FILER:**

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

**TRANSFER:**

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

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

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

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

**UNION ADMINISTRATION FUND:**

The employer agrees to deduct and remit one dollar (\$1.00) per hour paid for each employee on or before the fifteenth (15<sup>th</sup>) of each month, together with a list of all employees and their Social Insurance Numbers, to:

**Local 1588 of the Carpenters Union**  
24 Cossitt Heights Drive  
Sydney, Nova Scotia  
B1P 7E8

**GENERAL:**

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

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

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

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

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

Failure to comply will be a violation of Article 20 of the Commercial Agreement and Article 22 of the Industrial Agreement.

**BENEFIT PLAN:**

The parties hereto agree to a Benefit Plan as follows:

- (a) The Trust Document under which the Fund is controlled shall provide for equal Trustees in number and in power to be appointed by each of the parties hereto.
- (b) The Benefit Plan established shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement, as approved by the Trustees.
- (d) The employer shall make contributions at the rate of one dollar twenty cents (\$1.20) per hour for each hour paid to:

**Benefit Plan Administrators Limited**

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

**PENSION FUND:**

The Parties hereto agree on a Pension Fund as follows:

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

**Benefit Plan Administrators Limited**

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

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

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

**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

**TRAINING FUND:**

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

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

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

The total of five cents (\$0.05) per hour, per hour paid, by all employees working under the conditions of this Agreement shall be sent by the employers concerned with a list of names in alphabetical order to:

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

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

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

**SIGNATORIES**

**FOR THE EMPLOYER**

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

\_\_\_\_\_  
GREIG MACLEOD

**FOR THE UNION**

\_\_\_\_\_  
COLIN CAMPBELL

\_\_\_\_\_  
GERARD R. BOUDREAU