

**APPENDIX NO. 10 - PLUMBERS - COMMERCIAL**

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")

**WAGE RATES:**

The wage rates considered herein are for competent skill in the work. Special rates may be established by joint action of the CLRA and the Union for employees who are handicapped by reason of age or physical disability.

The following minimum hourly rates of wages shall apply to all employees:

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

<b>JOURNEYMAN - PLUMBER</b>									
<b>Effective</b>	<b>Hourly Rate</b>	<b>V &amp; H</b>	<b>Benefit</b>	<b>Pension</b>	<b>JATC</b>	<b>Training **</b>	<b>Promo</b>	<b>Consol. Fund</b>	<b>Total Pkg</b>
July 1, 2008	\$27.39	\$2.47	\$1.70	\$4.65	\$0.12	\$1.15	\$0.04	\$0.72	\$38.24
January 1, 2009	\$27.85	\$2.51	\$1.70	<u>\$5.00</u>	\$0.12	<u>\$1.35</u>	\$0.04	<u>\$0.72</u>	\$39.29
July 1, 2009 *	\$29.92	\$2.69	\$1.70	\$5.00	\$0.12	\$1.35	\$0.04	\$0.72	\$41.54
July 1, 2010 *	\$32.44	\$2.92	\$1.70	\$5.00	\$0.12	\$1.35	\$0.04	\$0.72	\$44.29
<b>WATER &amp; SEWER - PLUMBER</b>									
<b>Effective</b>	<b>Hourly Rate</b>	<b>V &amp; H</b>	<b>Benefit</b>	<b>Pension</b>	<b>JATC</b>	<b>Training **</b>	<b>Promo</b>	<b>Consol. Fund</b>	<b>Total Pkg</b>
July 1, 2008	\$23.10	\$2.08	\$1.70	\$4.65	\$0.12	\$1.15	\$0.04	\$0.72	\$33.56
January 1, 2009	\$23.56	\$2.12	\$1.70	<u>\$5.00</u>	\$0.12	<u>\$1.35</u>	\$0.04	<u>\$0.72</u>	\$34.61
July 1, 2009 *	\$25.62	\$2.31	\$1.70	\$5.00	\$0.12	\$1.35	\$0.04	\$0.72	\$36.86
July 1, 2010 *	\$28.15	\$2.53	\$1.70	\$5.00	\$0.12	\$1.35	\$0.04	\$0.72	\$39.61

\* 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.

\*\* 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 hourly rates the employer shall pay the amounts as set out in the Benefit and Pension Plans, Promotion and Education Fund, and the Industry Improvement, Consolidated Fund and deduct the amounts as set out in the Training Fund in those sections of this Appendix.

**UNION SECURITY:**

The employer may recall his former employees who are being called back within sixty (60) working days of the time of lay off with notification to the Local Union Office.

The employer may recall his 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.)

The employer shall hire members of Local 682 on a 50-50 basis as follows:

1<sup>st</sup>, 3<sup>rd</sup>, 5<sup>th</sup> 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 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> 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.

**TRANSFER TO INDUSTRIAL:**

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

For the first one hundred (100) 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 <sup>st</sup> and 2 <sup>nd</sup>	3 <sup>rd</sup> and 4 <sup>th</sup>
5 <sup>th</sup> and 6 <sup>th</sup>	7 <sup>th</sup> and 8 <sup>th</sup>
9 <sup>th</sup> and 10 <sup>th</sup>	11 <sup>th</sup>
12 <sup>th</sup>	13 <sup>th</sup>
14 <sup>th</sup>	15 <sup>th</sup>
16 <sup>th</sup>	17 <sup>th</sup>
18 <sup>th</sup>	19 <sup>th</sup>
20 <sup>th</sup>	

- Any additional employees from the Union's list

The employer shall have the right to vary who its eleven (11) transferred employees on a particular jobsite are any time 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.

**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.

**SPECIAL PREMIUM:**

All qualified Journeymen welding on stainless steel, cupranickle, 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 these special skills are requested by the employer, the premium rate shall apply.

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.

An employee required to work in a higher classification shall receive pay for time worked in the classification.

**SUPERVISION:**

A working Foreman will supervise a maximum of five (5) U.A. employees besides himself. A non-working Foreman will supervise a maximum of fifteen (15) U.A. employees besides himself. One (1) of the first three (3) employees will be a working Foreman.

- Foremen will be paid above the Journeyman rate as follows...minimum 7% of journeyman rate

After there are three (3) Foremen and thirty-six (36) men on site, a General Foreman shall be appointed.

- General Foreman Premium - A minimum of fifteen percent (15%) above the Journeyman Wage Rate.

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.

**APPRENTICESHIP:**

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

There will be one (1) Apprentice to every two (2) 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 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 Journeymen 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	Consol. Fund	Total Pkg
<b>Effective Date: July 1, 2008</b>										
1 - 1000 hrs	45%	\$9.92	\$0.89	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$19.19
1001 - 2000 hrs	50%	\$11.42	\$1.03	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$20.83
2001 - 3000 hrs	55%	\$13.11	\$1.18	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$22.67
3001 - 4000 hrs	60%	\$14.66	\$1.32	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$24.36
4001 - 5000 hrs	70%	\$17.84	\$1.61	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$27.83
5001 - 6000 hrs	75%	\$19.22	\$1.73	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$29.33
6001 - 7000 hrs	80%	\$20.76	\$1.87	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$31.01
7001 - 8000 hrs	85%	\$22.32	\$2.01	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$32.71
8001 - 9000 hrs	90%	\$24.17	\$2.17	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$34.72
9001 - 10000 hrs	95%	\$25.49	\$2.29	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$36.16
<b>Effective Date: January 1, 2009</b>										
1 - 1000 hrs	45%	\$13.08	\$1.18	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$19.69
1001 - 2000 hrs	50%	\$14.63	\$1.32	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$21.38
2001 - 3000 hrs	55%	\$16.37	\$1.47	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$23.27
3001 - 4000 hrs	60%	\$17.96	\$1.62	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$25.01
4001 - 5000 hrs	70%	\$19.40	\$1.75	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$28.58
5001 - 6000 hrs	75%	\$20.83	\$1.87	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$30.13
6001 - 7000 hrs	80%	\$22.41	\$2.02	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$31.86
7001 - 8000 hrs	85%	\$24.02	\$2.16	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$33.61
8001 - 9000 hrs	90%	\$25.91	\$2.33	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$35.67
9001 - 10000 hrs	95%	\$27.28	\$2.45	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$37.16
<b>Effective Date: July 1, 2009 *</b>										
1 - 1000 hrs	45%	\$14.01	\$1.26	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$20.70
1001 - 2000 hrs	50%	\$15.67	\$1.41	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$22.51
2001 - 3000 hrs	55%	\$17.50	\$1.58	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$24.51
3001 - 4000 hrs	60%	\$19.20	\$1.73	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$26.36
4001 - 5000 hrs	70%	\$20.85	\$1.88	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$30.16
5001 - 6000 hrs	75%	<b>\$22.38</b>	\$2.01	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$31.82
6001 - 7000 hrs	80%	\$24.06	\$2.17	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$33.66
7001 - 8000 hrs	85%	\$25.77	\$2.32	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$35.52
8001 - 9000 hrs	90%	\$27.77	\$2.50	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.70
9001 - 10000 hrs	95%	\$29.24	\$2.63	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$39.30
<b>Effective Date: July 1, 2010 *</b>										
1 - 1000 hrs	45%	\$15.15	\$1.36	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$21.94
1001 - 2000 hrs	50%	\$16.93	\$1.52	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$23.88
2001 - 3000 hrs	55%	\$18.89	\$1.70	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$26.02
3001 - 4000 hrs	60%	\$20.72	\$1.86	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$28.01
4001 - 5000 hrs	70%	\$22.61	\$2.04	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$32.08
5001 - 6000 hrs	75%	\$24.27	\$2.18	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$33.88
6001 - 7000 hrs	80%	\$26.08	\$2.35	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$35.86
7001 - 8000 hrs	85%	\$27.92	\$2.51	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.86
8001 - 9000 hrs	90%	\$30.04	\$2.70	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$40.17
9001 - 10000 hrs	95%	\$31.63	\$2.85	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$41.91

\* 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 \$1.00 and for July 1, 2010, additional journeyman increase of \$1.50.

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

**Correction #3 – July 14, 2009**

An apprentice attending a school under the terms of their indentureship will not be laid off or terminated from the job while they are attending school (when the employer has work available).

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

APPRENTICES (4 YEAR PROGRAM) - PLUMBER										
		Hourly Rate	V & H	Benefit	Pension	JATC	Training **	Promo	Consol. Fund	Total Pkg
<b>Effective Date: July 1, 2008</b>										
1 - 1000 hrs	45%	\$9.92	\$0.89	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$19.19
1001 - 2000 hrs	50%	\$11.42	\$1.03	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$20.83
2001 - 3000 hrs	55%	\$13.11	\$1.18	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$22.67
3001 - 4000 hrs	60%	\$14.66	\$1.32	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$24.36
4001 - 5000 hrs	75%	\$19.22	\$1.73	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$29.33
5001 - 6000 hrs	80%	\$20.76	\$1.87	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$31.01
6001 - 7000 hrs	85%	\$22.32	\$2.01	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$32.71
7001 - 8000 hrs	90%	\$24.17	\$2.17	\$1.70	\$3.15	\$0.12	\$2.65	\$0.04	<u>\$0.72</u>	\$34.72
<b>Effective Date: January 1, 2009</b>										
1 - 1000 hrs	45%	\$13.08	\$1.18	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$19.69
1001 - 2000 hrs	50%	\$14.63	\$1.32	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$21.38
2001 - 3000 hrs	55%	\$16.37	\$1.47	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$23.27
3001 - 4000 hrs	60%	\$17.96	\$1.62	\$1.70	<u>\$0.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$25.01
4001 - 5000 hrs	75%	\$20.83	\$1.87	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$30.13
5001 - 6000 hrs	80%	\$22.41	\$2.02	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$31.86
6001 - 7000 hrs	85%	\$24.02	\$2.16	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$33.61
7001 - 8000 hrs	90%	\$25.91	\$2.33	\$1.70	<u>\$2.00</u>	\$0.12	<u>\$2.85</u>	\$0.04	\$0.72	\$35.67
<b>Effective Date: July 1, 2009 *</b>										
1 - 1000 hrs	45%	\$14.01	\$1.26	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$20.70
1001 - 2000 hrs	50%	\$15.67	\$1.41	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$22.51
2001 - 3000 hrs	55%	\$17.50	\$1.58	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$24.51
3001 - 4000 hrs	60%	\$19.20	\$1.73	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$26.36
4001 - 5000 hrs	75%	<b>\$22.38</b>	\$2.01	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$31.82
5001 - 6000 hrs	80%	\$24.06	\$2.17	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$33.66
6001 - 7000 hrs	85%	\$25.77	\$2.32	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$35.52
7001 - 8000 hrs	90%	\$27.77	\$2.50	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.70
<b>Effective Date: July 1, 2010 *</b>										
1 - 1000 hrs	45%	\$15.15	\$1.36	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$21.94
1001 - 2000 hrs	50%	\$16.93	\$1.52	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$23.88
2001 - 3000 hrs	55%	\$18.89	\$1.70	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$26.02
3001 - 4000 hrs	60%	\$20.72	\$1.86	\$1.70	\$0.00	\$0.12	\$2.85	\$0.04	\$0.72	\$28.01
4001 - 5000 hrs	75%	\$24.27	\$2.18	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$33.88
5001 - 6000 hrs	80%	\$26.08	\$2.35	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$35.86
6001 - 7000 hrs	85%	\$27.92	\$2.51	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$37.86
7001 - 8000 hrs	90%	\$30.04	\$2.70	\$1.70	\$2.00	\$0.12	\$2.85	\$0.04	\$0.72	\$40.17

\* 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 \$1.00 and for July 1, 2010, additional journeyman increase of \$1.50.

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

**Correction #3 – July 14, 2009**

An apprentice attending a school under the terms of their indentureship will not be laid off or terminated from the job while they are attending school (when the employer has work available).

**REPAIR JOBS:**

In finishing up a repair job on a regular working day, if to finish will not take more than one (1) hour's time, it may be done at the regular rate of wages.

**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.

**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:**

Shift work may be performed at the opinion of the employer, but when performed, it must continue for a period not less than three (3) normal consecutive work days. The work week for straight time shift purposes shall be considered to start at 8:00 a.m. through to 4:30 p.m. Monday to Friday inclusive.

The first or day shift shall work a regular eight (8) hour shift as outlined in Article 7 of this Agreement. If two (2) or more shifts are worked, the second and third shifts shall be eight (8) hours for which each employee shall receive pay for the hours worked plus fifteen percent (15%) for hours worked to 12:00 midnight and twenty percent (20%) for hours worked from 12:00 midnight to 8:00 a.m. Work in excess of eight (8) hours per shift shall be paid at overtime rates, including the shift premium rate, but such shift differential shall not be included in the calculation of overtime.

**HEIGHT PAY:**

For work performed on staging or open steel:

- 50' to 74' .....Thirty-five cents (\$0.35) above the regular hourly rate
- 75' to 99' .....Seventy cents (\$0.70) above the regular hourly rate
- 100' to 149' .....One dollar (\$1.00) above the regular hourly rate
- 150' & over.....One cent (\$0.01) per foot

**WELDING TEST:**

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.

Whenever a welding test is required by the employer, it is agreed that the employee, while taking such test, shall be in the employ of the particular employer who requires the test. Welding gloves and safety glasses to be supplied by the employer.

**PIPE SUPPORTS:**

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

**PAID HOLIDAYS:**

Labour Day, Christmas Day, Remembrance Day, Canada Day.

**TRADE PROMOTION:**

The employer and the Union agree to promote the mechanical industry to the benefit of the employer and the United Association employees. Such promotion may include use of the U.A. label when and where practical.

**CALL OUT (NEW CONSTRUCTION):**

When an employee is called out by the employer to work on holidays, he shall receive a minimum of two (2) hours' pay at double (2x) his regular hourly rate, classification premiums included.

**PROTECTIVE CLOTHING, HARD HATS AND WELDING GLOVES:**

While men are working in caustics or acids, then the men will be supplied with rubber boots and rubber clothing.

Raingear, coveralls in particular situations, and fire retardant jackets as required will be supplied by the employer.

All welding gloves shall be provided by the employer at the request of the job Foreman.

Should a new employee require a hard hat, it will be supplied by the employer.

All protective clothing, welding gloves and hard hats supplied by the employer to the employees shall remain the property of the employer. Should any such item not be returned to the employer prior to termination of employment, the cost shall be deducted from the final pay.

**QUARTERS:**

Adequate quarters shall be provided on all jobs for men to change clothes and eat lunches. These quarters shall be heated when required, and have clean adequate space for eating meals. It is further agreed that wherever practicable, the mechanical contractor and the Union will discuss with the general contractor or owner, the installation of wash basins with running water and flush toilets.

**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.

**EMPLOYEES VEHICLE:**

The use of vehicles of any description (unless furnished by the employer) will not be permitted for the transportation of materials and equipment.

**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.
2. There shall be a free zone of forty (40) kilometres around the job site. 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 job site 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 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 ...

	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
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 jobsite, 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.

**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.

**OH & 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
1. Fall Protection Type 1
2. Confined Space Type 1
3. Emergency First Aid
4. Forklift
5. Generic Site Safety Orientation

**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, up to forty (40) hours per week as set out herein.

- 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**  
**N.S. & P.E.I. 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

**Correction #3 – July 14, 2009**

**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.

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.

**Amendment #1 – January 21, 2009**

**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.

**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.
- (f) 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 Fund is controlled shall provide for equal Trustees in number and power appointed by each of the Parties hereto.
- (b) The employer shall make contributions at the rate per hour paid as follows:
  - Four dollars sixty-five cents (\$4.65) for Journeymen and three dollars fifteen cents (\$3.15) for Apprentices;
  - Effective January 1, 2009, five dollars (\$5.00) for Journeymen and two dollars (\$2.00) for Apprentices (4001 to 10,000 hours)
- (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.
- (e) Administrator: The Union shall advise employers of the name and address of the Administrator.

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 be intentionally 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) 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.

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

**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

**SMALL JOBS:**

See Schedule "A" Attached.

**TOOL LIST:**

Journeyman will supply the following Tool List:

- |   |  |
|---|--|
| 1 - crescent wrench                     | 1 - ball peen hammer                       |
| 1 - vice grips or channel lock          | 1 - 9" level                               |
| 1 - 16' tape                            | 1 - plumb bob                              |
| 1 - set assorted Robertson screwdrivers | 1 - set assorted Phillips screwdrivers; or |
| 1 - multi use screwdriver               | pipewrenches up to 10"                     |

Tools broken during course of the project, and tools stolen while under the locked possession of the employer, will be replaced free of charge.

**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 fiberglass fabrication and piping are included.

**VISUAL INSPECTORS:**

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

**C.W.B. Certification:**

1. C.W.B. certified Level III - Journeyman Rate Plus General Foreman Premium
2. C.W.B. certified Level II - Journeyman Rate Plus Foreman Premium
3. C.W.B. certified Level I - Journeyman Rate Plus Welding Premium

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

The employer may use his own Q.A. person to perform Visual Inspection 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

**SCHEDULE "A"**

This Schedule governs all plumbing work on single family dwellings and duplexes, regardless of value, and all Commercial maintenance work up to three thousand five hundred dollars (\$3,500.00) in value.

As this work straddles the sectors of Industrial/Commercial construction and Residential construction, it is not covered by virtue of the CLRA's Accreditation order and consequently is available only upon a contractual basis to Signatory Contractors. The terms and conditions contained herein are available to any and all unionized Contractors who elect to become Signatories to this Schedule.

**HOURLY WAGE RATE:**

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

<b>JOURNEYMAN - PLUMBER</b>							
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training **</b>	<b>Consol. Fund</b>	<b>Total Pkg</b>
July 1, 2008	<b><u>\$22.91</u></b>	<b><u>\$2.06</u></b>	\$1.70	\$4.65	\$1.15	\$0.72	\$33.19
July 1, 2009	<b><u>\$23.55</u></b>	<b><u>\$2.12</u></b>	\$1.70	<b><u>\$5.00</u></b>	<b><u>\$1.35</u></b>	\$0.72	<b><u>\$34.44</u></b>
July 1, 2010	<b><u>\$24.70</u></b>	<b><u>\$2.22</u></b>	\$1.70	\$5.00	\$1.35	\$0.72	<b><u>\$35.69</u></b>

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

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

**Correction #3 – July 14, 2009**  
**Amendment #5 – UA 682 – July 1, 2009**

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

<b>APPRENTICES - PLUMBER</b>								
		<b>Hourly Rate</b>	<b>V &amp; H</b>	<b>Benefit</b>	<b>Pension</b>	<b>Training **</b>	<b>Consol. Fund</b>	<b>Total Pkg</b>
<b>Effective Date: July 1, 2008</b>								
1 - 1000 hrs	45%	<b><u>\$8.71</u></b>	<b><u>\$0.78</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$17.71
1001 - 2000 hrs	50%	<b><u>\$10.01</u></b>	<b><u>\$0.90</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$19.13
2001 - 3000 hrs	55%	<b><u>\$11.30</u></b>	<b><u>\$1.02</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$20.54
3001 - 4000 hrs	60%	<b><u>\$12.59</u></b>	<b><u>\$1.13</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$21.94
4001 - 5000 hrs	75%	<b><u>\$16.45</u></b>	<b><u>\$1.48</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$26.15
5001 - 6000 hrs	80%	<b><u>\$17.75</u></b>	<b><u>\$1.60</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$27.57
6001 - 7000 hrs	85%	<b><u>\$19.05</u></b>	<b><u>\$1.71</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$28.98
7001 - 8000 hrs	90%	<b><u>\$20.34</u></b>	<b><u>\$1.83</u></b>	\$1.70	\$3.15	\$2.65	<u>\$0.72</u>	\$30.39
<b>Effective Date: July 1, 2009</b>								
1 - 1000 hrs	45%	<b><u>\$11.93</u></b>	<b><u>\$1.07</u></b>	\$1.70	<b><u>\$0.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$18.27</u></b>
1001 - 2000 hrs	50%	<b><u>\$13.29</u></b>	<b><u>\$1.20</u></b>	\$1.70	<b><u>\$0.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$19.76</u></b>
2001 - 3000 hrs	55%	<b><u>\$14.64</u></b>	<b><u>\$1.32</u></b>	\$1.70	<b><u>\$0.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$21.23</u></b>
3001 - 4000 hrs	60%	<b><u>\$15.98</u></b>	<b><u>\$1.44</u></b>	\$1.70	<b><u>\$0.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$22.69</u></b>
4001 - 5000 hrs	75%	<b><u>\$18.18</u></b>	<b><u>\$1.64</u></b>	\$1.70	<b><u>\$2.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$27.09</u></b>
5001 - 6000 hrs	80%	<b><u>\$19.54</u></b>	<b><u>\$1.76</u></b>	\$1.70	<b><u>\$2.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$28.57</u></b>
6001 - 7000 hrs	85%	<b><u>\$20.89</u></b>	<b><u>\$1.88</u></b>	\$1.70	<b><u>\$2.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$30.04</u></b>
7001 - 8000 hrs	90%	<b><u>\$22.25</u></b>	<b><u>\$2.00</u></b>	\$1.70	<b><u>\$2.00</u></b>	<b><u>\$2.85</u></b>	\$0.72	<b><u>\$31.52</u></b>
<b>Effective Date: July 1, 2010</b>								
1 - 1000 hrs	45%	<b><u>\$12.44</u></b>	<b><u>\$1.12</u></b>	\$1.70	\$0.00	\$2.85	\$0.72	<b><u>\$18.83</u></b>
1001 - 2000 hrs	50%	<b><u>\$13.86</u></b>	<b><u>\$1.25</u></b>	\$1.70	\$0.00	\$2.85	\$0.72	<b><u>\$20.38</u></b>
2001 - 3000 hrs	55%	<b><u>\$15.28</u></b>	<b><u>\$1.37</u></b>	\$1.70	\$0.00	\$2.85	\$0.72	<b><u>\$21.92</u></b>
3001 - 4000 hrs	60%	<b><u>\$16.67</u></b>	<b><u>\$1.50</u></b>	\$1.70	\$0.00	\$2.85	\$0.72	<b><u>\$23.44</u></b>
4001 - 5000 hrs	75%	<b><u>\$19.05</u></b>	<b><u>\$1.71</u></b>	\$1.70	\$2.00	\$2.85	\$0.72	<b><u>\$28.03</u></b>
5001 - 6000 hrs	80%	<b><u>\$20.46</u></b>	<b><u>\$1.84</u></b>	\$1.70	\$2.00	\$2.85	\$0.72	<b><u>\$29.57</u></b>
6001 - 7000 hrs	85%	<b><u>\$21.86</u></b>	<b><u>\$1.97</u></b>	\$1.70	\$2.00	\$2.85	\$0.72	<b><u>\$31.10</u></b>
7001 - 8000 hrs	90%	<b><u>\$23.28</u></b>	<b><u>\$2.09</u></b>	\$1.70	\$2.00	\$2.85	\$0.72	<b><u>\$32.64</u></b>

\* 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.

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

**Correction #3 – July 14, 2009**  
**Amendment #5 – UA 682 – July 1, 2009**

It is agreed that, on single family dwellings and duplexes, Saturday shall be available as a "make-up" day when time has been lost during the preceding Monday to Friday. Up to eight (8) hours may be scheduled, at straight time, on Saturday provided the employee is not required to work in excess of forty (40) hours during the period Monday to Saturday inclusive.

For work performed under this schedule, a Journeyman will report for work with the following minimum Tool List:

**PLUMBING:**

1 - 8" crescent wrench	1 - 12" crescent wrench
1 - 10" pipe wrench	1 - 14" pipe wrench
1 - 18" pipe wrench	1 - hack saw
1 - ball peen hammer	1 - pliers/vice grips
1 - 9" level	1 - 16' tape
1 - set copper cutters up to 2"	1 - plumb bob
1 - basin wrench	1 - set assorted Robertson screwdrivers
1 - set assorted Phillips screwdrivers	1 - set assorted Allen head wrenches

**PIPE FITTERS:**

1 - 8" crescent wrench	1 - 12" crescent wrench
1 - 10" pipe wrench	1 - 14" pipe wrench
1 - 18" pipe wrench	1 - hack saw
1 - ball peen hammer	1 - pliers/vice grips
1 - 9" level	1 - 16' tape
1 - set copper cutters up to 2"	1 - plumb bob
1 - set assorted Robertson screwdrivers	1 - set assorted Phillips screwdrivers
1 - set assorted Allen head wrenches	

The Union may designate specific projects, outside the scope of this Schedule, to be worked under the terms of this Schedule should market conditions make such designation desirable.

Except as expressly varied by this Schedule, the terms and conditions of the regular Commercial Agreement shall apply to all work performed under this Schedule.