

**APPENDIX NO. 8“A” - OPERATING ENGINEERS - COMMERCIAL**

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

**- AND -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 721**  
 (hereinafter referred to as the "Union")

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

<b>OPERATING ENGINEERS</b>							
	Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Pkg
<b>Effective Date: July 1, 2008</b>							
<b>Group A</b>	<u>\$25.35</u>	<u>\$2.28</u>	\$1.60	\$5.25	\$1.00	<u>\$0.72</u>	<u>\$36.20</u>
<b>Group 1</b>	<u>\$24.93</u>	<u>\$2.24</u>	\$1.60	\$5.25	\$1.00	<u>\$0.72</u>	<u>\$35.74</u>
<b>Group 2</b>	<u>\$24.32</u>	<u>\$2.19</u>	\$1.60	\$5.25	\$1.00	<u>\$0.72</u>	<u>\$35.08</u>
<b>Group 3</b>	<u>\$24.01</u>	<u>\$2.16</u>	\$1.60	\$5.25	\$1.00	<u>\$0.72</u>	<u>\$34.74</u>
<b>Effective Date: July 1, 2009</b>							
<b>Group A</b>	<u>\$26.50</u>	<u>\$2.38</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$37.45</u>
<b>Group 1</b>	<u>\$26.07</u>	<u>\$2.35</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$36.99</u>
<b>Group 2</b>	<u>\$25.47</u>	<u>\$2.29</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$36.33</u>
<b>Group 3</b>	<u>\$25.16</u>	<u>\$2.26</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$35.99</u>
<b>Effective Date: July 1, 2010</b>							
<b>Group A</b>	<u>\$27.64</u>	<u>\$2.49</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$38.70</u>
<b>Group 1</b>	<u>\$27.22</u>	<u>\$2.45</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$38.24</u>
<b>Group 2</b>	<u>\$26.61</u>	<u>\$2.40</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$37.58</u>
<b>Group 3</b>	<u>\$26.30</u>	<u>\$2.37</u>	\$1.60	\$5.25	\$1.00	\$0.72	<u>\$37.24</u>

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

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

## OPERATING ENGINEER CLASSIFICATIONS:

### GROUP A:

- Power cranes, clams, draglines - 35 ton capacity and over
- Power shovels, backhoes - 2 cu. yard capacity and over
- Derricks and gantry cranes
- Master Mechanics
- Skyway and climbing type cranes
- Dipper and suction dredges
- Mine hoist
- Tunnel boring machines
- Pile Leadsman
- Operator of a motorized boat over 17 feet long

### GROUP 1:

- Power cranes, clams, draglines - under 35 tons capacity
- Power shovels, backhoes - under 2 cu. yard capacity
- Heavy duty mechanics and welders - first class
- Fine grader
- Front end loader - 5 cu. yard and over
- Tractors, bulldozers, D8 and equipment and over
- Machinist
- Gradalls
- Chimney hoist
- Scraper
- Multiple drum hoists "with or without tower"
- Single drum hoist "over 8 stories"
- Man and material hoist
- Mono-rail
- Caisson boring machine - 25 H.P. and over
- Side boom - tractor mounted
- Joy and Quarrymaster type drills
- Telehandler (man & material hoist)

**GROUP 2:**

- Tractor and bulldozer - D7 equivalent equipment and under
- Front end loaders - under 5 cu. yard and over 1½ cu. yard capacity
- Pitman type hydraulic type cranes - 4 ton and over
- Single drum hoist - 8 stories and under
- Winches and tuggers
- Industrial type tractors and attachments
- Temporary heating plants - boilers
- Compressors, 400 C.F.M. and over
- Crusher and batch plant
- Air track drills
- Pump cretes and grout pumps
- Motor patrols, grader
- Euclid trucks and similar equipment - 30 ton capacity and over
- Tractor float units
- Welders and mechanics
- Fork lift trucks - 8 ft. lifting and over
- Asphalt roller man
- Hydro Blasting Operations Truck
- Blower Truck
- Operator of a motorized boat up to 17 feet long
- Bus driver

**GROUP 3:**

- Rollerman, compaction, mobile
- Pumps, 4" discharge and over
- Compressors - under 400 C.F.M.
- Well point pumps, including installation
- Concrete mixer - 16 S and over
- Fork lifts - under 8 ft. lifting height
- Caisson boring machines - under 25 H.P.
- Drill rigs - blast hole
- Gas, diesel or steam driven generators - 5 H.P. and over portable
- Crusher plant assistant
- Mobile crane driver
- Fireman, unlicensed - temporary heating plants
- Ready-mix truck driver
- Euclid - under 30 tons
- Tandem trucks
- A-frame and boom trucks
- Transit-mix pumps
- Loaders - under 1-1/4 cu. yard
- Oilers, greasers
- Truck - single axle (except job service trucks)

- Farm tractors
- Vacuum Truck
- Deck hands
- Street sweepers

**MANNING OF CRANES:**

- a) Mobile truck cranes, cable and crawler cranes fifty (50) ton capacity and over, are to be manned by an Operator and a Driver/Oiler.
- b) All mobile truck cranes, hydraulic type with telescoping boom over eighty (80) tons are to be manned by an Operator and a Driver.

Where the manning clause does not require a Driver/Oiler, it is agreed that when such cranes require the services of a Driver/Oiler to move the crane or assist in the setting up of the crane, then such cranes will be manned by an Operator and a Driver/Oiler to complete such tasks as required, it is further agreed that the entire cranes crew will be members of Local 721, International Union of Operating Engineers.

**PREMIUMS:**

- (a) A premium shall be paid to operators of mobile truck cranes (conventional or hydraulic), crawler cranes, rough terrain cranes, power derricks and gantry cranes, on the following basis:  

Three-quarters ( $\frac{3}{4}$ ) of a cent per hour times the capacity of the crane up to a maximum of one dollar and fifty cents (\$1.50) per hour. e.g. 100 ton crane =  $\frac{3}{4}$  of a cent x 100 = seventy-five cents (\$0.75) per hour.
- (b) Tower crane operators shall be paid a premium of fifty cents (\$0.50) per hour.

**OPERATING SCHEDULE:**

If an Operator is regularly assigned to a machine from Monday through Friday in a given week, and productive work is required on the Saturday or Sunday of that week, such Operator will be assigned to such particular machine for such Saturday and Sunday work, if he is available.

**SHIFT DIFFERENTIAL:**

Fifteen percent (15%) for employees working on a second or third shift.

**RECALL:**

In the complete discretion and at the sole option of the Union, the Union may permit the employer to request in writing from the Union by name a member in good standing who:

- (a) Is and has been a member in good standing of the Local Union for a minimum of six (6) months.
- (b) Had previously been on the payroll of the employer for four (4) consecutive months prior to his or her most recent termination; and
- (c) Is being name hired within one hundred eighty (180) consecutive calendar days of his or her most recent termination.

If the employee works with another Union contractor within the recall period of one hundred eighty (180) days, the employee will not be eligible for name-hire. Every name-hired employee must receive a dispatch slip from the Union. The employer shall notify the Union in writing of those employees who, in fact, are name-hired.

For greater certainty, name-hiring under the above conditions shall be permitted only in the sole and complete discretion of the Union.

This provision shall expire and be of no further force and effect on June 30, 2011, unless and until it is renegotiated in a further Collective Agreement between the Parties.

**SUBSISTENCE:**

**ARTICLE 15 - 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 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 15(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 ...

	<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 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 15(3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

**APPRENTICES:**

The ratio of Apprentices to Operators or Mechanics shall be:

- Two (2) to eight (8) Operators .....One (1) Apprentice
- Nine (9) to sixteen (16) Operators .....Two (2) Apprentices
- Seventeen (17) to twenty-four (24) Operators .....Three (3) Apprentices
- Twenty-five (25) to thirty-two (32) Operators.....Four (4) Apprentices

**The third (3<sup>rd</sup>) man on site must be an Apprentice (provided that there is work available which the Apprentice can safely perform), after which,** the eleventh (11<sup>th</sup>) employee, the twentieth (20<sup>th</sup>) employee, the twenty-ninth (29<sup>th</sup>) employee, and so on **shall be apprentices.**

- One (1) to five (5) Mechanics .....One (1) Apprentice
- Six (6) to ten (10) Mechanics.....Two (2) Apprentices

Apprentice must be hired on at the same time as the second (2<sup>nd</sup>) Mechanic, and so on.

- 1st 1300 hours .....55% (or \$10.00 per hour, whichever is greater)
- 2nd 1300 hours.....65% (or \$12.00 per hour, whichever is greater)
- 3rd 1300 hours .....75%
- 4th 1000 hours.....85%
- 5th 1000 hours.....95%

Upon successful completion of the Operating Engineers training course, a new Apprentice will be credited as entering the trade at the second (2<sup>nd</sup>) 1300 hour level. Only those members who are trained at the Operating Engineers Training School, shall enter the Apprenticeship Program.

All cranes on pile driving jobs will require an Apprentice with the Operator.

A new person joining the Union shall have ninety (90) days to pass programs to enter the Operating Engineers Apprenticeship Program.

**Amendment #4 – July 1, 2009**

**JOINT APPRENTICESHIP COMMITTEE:**

The Parties, Union and management, agree that a Joint Apprenticeship Committee (J.A.C.) is to be formed. The J.A.C. will be composed of up to three (3) nominees each from Union and management. Operating Engineer Local 721 and the Operating Engineers Trade Classification of the CLRA are empowered to appoint (and/or remove) nominees to serve on the J.A.C.

The J.A.C. will hold its first meeting within thirty (30) days of the signing of this Agreement, and thereafter shall meet on a quarterly basis, or as the committee deems fit.

The committee shall recommend appropriate Apprentice ratios.

The committee may also recommend sequences of work experience and/or on-the-job training to ensure a well-rounded and competitive apprenticeship for Operating Engineers.

Voting power shall, at all meetings of the J.A.C., be equally divided between Union and management nominees, with three (3) votes being exercised by the Union nominees, and three (3) votes being exercised by the CLRA nominees, each set of three (3) being equally divided amongst the relevant Union or CLRA nominees present at the meeting.

**The parties agree to appoint a Joint Apprenticeship Committee within thirty (30) days of signing the 2008-2011 Cape Breton Island Collective Agreement.**

**BENEFIT PLAN:**

The Parties hereto agree to the Operating Engineers, Local 721 and 721B, Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal employer and Union Trustees in number and power.
- (b) The employer shall make contributions at the rate of one dollar and sixty cents (\$1.60) per hour for each hour worked. The employer shall remit such contributions to the:

**Operating Engineers, Local 721 and 721B, Benefit Plan**

251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

by the tenth (10<sup>th</sup>) day of the month following the month for which the contributions were made.

- (c) The Benefit Plan to be established, shall be professionally administered.
- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.

- (e) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.
- (f) The Parties hereto agree that the Board of Trustees, appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan, shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed, pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees, as Agent to the Parties pursuant to this Article, shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (i) It is agreed that provisions for a an increase in the Benefit Plan will be implemented, if so desired by Local 721 and Local 721B, with the employer contributions to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

**PENSION PLAN:**

It is agreed that provisions for a Pension Plan will be implemented under the same contributions as the Benefit Plan. The employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to the:

**Operating Engineers, Local 721 and 721B Pension Plan**

251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

by the tenth (10<sup>th</sup>) day of the month following the month for which the contributions were made. It is agreed that provisions for an increase in the Pension Plan will be implemented, if so desired by Local 721, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice.

It is agreed that this Benefit Plan provision also applies to Appendix 8"B" of this Agreement.

**TRAINING FUND:**

The employer shall remit for each hour paid for each employee, one dollar (\$1.00). The employer shall remit the monies so contributed each month, in the form of a cheque made payable to "**The Operating Engineers Training Fund**", no later than the tenth (10<sup>th</sup>) day of the following month. These remittances will be sent to the

**International Union of Operating Engineers, Local 721**  
251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

**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

**PAID HOLIDAYS:**

**Labour Day, Victoria Day, Thanksgiving Day, Canada Day**

**BULLETIN BOARD:**

Bulletin Board shall be installed by the employer in a central location where Union and employer notices may be posted.

## **HOURS OF WORK:**

Due to the complexity of the employer's operations, the seasonal nature of work, weather conditions, and the place where the employer's work is done, it is understood and agreed by the Union that a normal work day and a normal work week may vary according to the place where the work is being done and according to the job conditions, and the Parties have accordingly agreed to the following:

### **1. Construction and Building Construction:**

The normal work week shall be forty (40) hours per week, plus service time when required, with not more than eight (8) production hours and one (1) service time hour being worked at straight time rates of pay between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, with an interval of one (1) hour for lunch. When it is agreed between the employer and the employee on any individual project, but not otherwise, one-half (1/2) hour may be taken for lunch and the quitting time in such case shall be advance one-half (1/2) hour.

Work performed on Saturday, Sunday and designated holidays, and work performed after the first two (2) hours of overtime daily, Monday to Friday, shall be paid for at double (2x) the straight time rate of pay. All other overtime shall be paid for at one and one-half (1/2x) the straight time rate.

### **2. Excavations, Job Site Preparations, Sidewalks, Curb, Gutter, Bridges, Wharves, Overpasses, Street & Highway Work, Marine, Crib and Related Work, Remediation Work, Landfill and Capping Construction Work:**

The normal work week shall be **fifty (50) hours** per week plus necessary service time with not more than **ten (10) hours being** worked at straight time rates of pay between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday inclusive. Thereafter, any excess time worked in the week shall be paid at one and one-half (1/2x) times the straight time rate of pay **for the first two (2) hours** and after which shall be paid at double (2x) times the straight time rate of pay.

Work performed on **Saturdays**, Sundays and designated holidays and after the first two (2) hours of overtime daily shall be paid for at double (2x) the straight time rate of pay. The starting hours of work on any day may be changed by mutual agreement. Lunch period will be the same as clause (1) above.

**If less than forty (40) hours are worked during the week (Monday to Friday inclusive), Saturday may be available for make-up at straight time.**

### **3. Snow Removal Operations:**

Notwithstanding anything to the contrary contained in the foregoing, during the period December 1<sup>st</sup> to March 31<sup>st</sup>, certain employees may be required to operate snow removal equipment, or prepare equipment for such operations, in addition to their regular duties. In these circumstances, it is agreed that: work performed on Sundays and designated holidays shall be paid for at double (2x) the straight time rate of pay and the normal work week will be fifty (50) hours per week. It is understood, however, that where an employee is required by the employer to work on snow removal operations, any hours worked beyond ten (10) hours per day shall be paid at one and one-half (1/2x) times the straight time rate of pay.

**Amendment #4 – July 1, 2009**

**4. Water and Sewer Work:**

The normal hours of work shall consist of ten (10) hours per normal work day, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. The lunch period shall normally be 12:00 Noon to 12:30 p.m. Should expediency require, the normal starting and quitting time and/or lunch period may be changed by mutual agreement of the Parties (Union & employer) hereto.

The employer shall allow two (2) ten (10) minute rest periods in each ten (10) hour shift, one (1) rest period in the first five (5) hours and one (1) in the last five (5) hours. The time for breaks shall be designated by the employer. Employees shall be notified of such break time. The ten (10) minute duration shall be measured from the time the employee ceases his labour to commencement of labour.

**UNION SECURITY:**

Article 3 clause 3.01b of the 2008 – 2011 Commercial Collective Agreement shall only apply to members of Local Union 721 with permanent residence in Cape Breton Island, excluding speciality work normally performed by members of the Union resident on Cape Breton Island.

**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**

**FOR THE UNION**

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

\_\_\_\_\_  
KEVIN MACDONALD

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

**APPENDIX NO. 8“B” – OPERATING ENGINEERS – COMMERCIAL**

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

- AND -

**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 721 (SURVEY CREW)**  
 (hereinafter referred to as the "Union")

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

<b>INSTRUMENT MAN (SURVEY CREW) - OPERATING ENGINEERS</b>							
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Pkg
July 1, 2008	\$25.44	\$2.29	\$1.60	\$5.25	\$1.00	\$0.72	\$36.30
July 1, 2009	\$26.59	\$2.39	\$1.60	\$5.25	\$1.00	\$0.72	\$37.55
July 1, 2010	\$27.73	\$2.50	\$1.60	\$5.25	\$1.00	\$0.72	\$38.80

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

<b>SURVEY ASSISTANT (SURVEY CREW) - OPERATING ENGINEERS</b>								
		Hourly Rate	V & H 9%	Benefit	Pension	Training	Consol. Fund	Total Pkg
<b>Effective Date: July 1, 2008</b>								
0 - 6 months	80%	\$19.12	\$1.72	\$1.60	\$5.25	\$1.00	\$0.72	\$29.41
6 - 12 months	85%	\$20.28	\$1.83	\$1.60	\$5.25	\$1.00	\$0.72	\$30.68
over 12 months	90%	\$22.65	\$2.04	\$1.60	\$5.25	\$1.00	\$0.72	\$33.26
<b>Effective Date: July 1, 2009</b>								
0 - 6 months	80%	\$20.04	\$1.80	\$1.60	\$5.25	\$1.00	\$0.72	\$30.41
6 - 12 months	85%	\$21.26	\$1.91	\$1.60	\$5.25	\$1.00	\$0.72	\$31.74
over 12 months	90%	\$23.69	\$2.13	\$1.60	\$5.25	\$1.00	\$0.72	\$34.39
<b>Effective Date: July 1, 2010</b>								
0 - 6 months	80%	\$20.95	\$1.89	\$1.60	\$5.25	\$1.00	\$0.72	\$31.41
6 - 12 months	85%	\$22.23	\$2.00	\$1.60	\$5.25	\$1.00	\$0.72	\$32.80
over 12 months	90%	\$24.72	\$2.22	\$1.60	\$5.25	\$1.00	\$0.72	\$35.51

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

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

**SURVEY CREWS:**

Survey Crew members include Chairmen, Rodmen and Instrument Men and Party Chiefs.

It is agreed and understood that this Agreement will cover employees, as set out herein, who are generally engaged as a member of a survey crew and will not cover other personnel who may do such work on an incidental or intermittent basis.

The determination of composition and make up of the Survey Crew is the sole prerogative of the employer.

It is agreed that a Rodman or Chairman will work with the Instrument Man where job conditions warrant a general Survey Crew operation.

**PARTY CHIEF:**

Where there are more than two (2) Survey Crews on the job site, there shall be a Party Chief designated. The Party Chief shall receive a premium of sixty-five cents (\$0.65) per hour over the rate for Instrument Man.

**SURVEY ASSISTANT QUALIFICATIONS:**

The monthly periods refer to the individual's personal work history as a Survey Assistant and relevant educational training and may be substituted for actual work experience.

**SPECIAL PROVISIONS:**

The provisions of this Appendix, where inconsistent with the provisions of this Agreement, shall apply.

**STEWARD:**

The Steward, who may be appointed by the Union from among the regular Operating Engineers, will be recognized by the employer as representative of the Union with regard to employees covered by this Agreement.

**NORMAL HOURS OF WORK:**

The normal hours of work shall consist of eight (8) hours per normal work day, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. It is agreed, however, that should scheduling of work require, then employees may work between the hours of 7:00 a.m. and 6:00 p.m., not to exceed eight (8) hours at regular rates. The lunch period shall be determined by mutual agreement between the Union and the employer.

1. **Construction and Building Construction:**

Work performed on Saturday afternoon, Sunday and designated holidays shall be paid for at double (2x) the straight time rate of pay. All other overtime, including the first two (2) hours daily Monday to Friday and Saturday morning, shall be paid for at one and one-half times (1½x) the straight time rate.

2. **Excavations, Jobsite Preparations, Water and Sewer, Sidewalks, Curb Gutter:**

Work performed on Sundays and designated holidays shall be paid for at double (2x) the straight time rate of pay. All other overtime, including the first two (2) hours daily, Monday to Friday, and work performed on Saturday, shall be paid for at one and one-half times (1½x) the straight time rate.

**SHIFT WORK:**

When more than one (1) shift is in operation, hourly rated employees employed on the second (2<sup>nd</sup>) shift and/or those employed on the third (3<sup>rd</sup>) shift, shall be paid a shift differential of fifteen percent (15%).

**PAID HOLIDAYS:**

Victoria Day, Labour Day, Thanksgiving Day, Canada Day.

**PROTECTIVE CLOTHING:**

Rain gear and rubber boots, as required, to be supplied by the employer.

**BENEFIT PLAN:**

The Parties hereto agree to the Operating Engineers, Local 721 and 721B, Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal employer and Union Trustees in number and power.
- (b) The employer shall make contributions at the rate of one dollar sixty cents (\$1.60) per hour for each hour worked. The employer shall remit such contributions to the:

**Operating Engineers, Local 721 and 721B, Benefit Plan**

251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

by the tenth (10<sup>th</sup>) day of the month following the month for which the contributions were made.

- (c) The Benefit Plan, to be established, shall be professionally administered.
- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.
- (f) The Parties hereto agree that the Board of Trustees, appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan, shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as Agent for the Parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees, as Agent to the Parties pursuant to this Article, shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability or grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (i) It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by Local 721 and Local 721B, with the employer contributions to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

**PENSION PLAN:**

It is agreed that provisions for a Pension Plan will be implemented under the same contributions as the Benefit Plan. The employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to the:

**Operating Engineers, Local 721 and 721B Pension Plan**

251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

by the tenth (10<sup>th</sup>) day of the month following the month for which the contributions were made. It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by Local 721, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice.

**TRAINING FUND:**

The employer shall remit for each hour paid for each employee, one dollar (\$1.00). The employer shall remit the monies so contributed each month, in the form of a cheque made payable to "**The Operating Engineers Training Fund**", no later than the tenth (10<sup>th</sup>) day of the following month. These remittances will be sent to the:

International Union of Operating Engineers, Local 721  
251 Brownlow Ave.  
Dartmouth, Nova Scotia  
B3B 2A9

**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

**SURVEY CREW RESPONSIBILITIES:**

It is agreed that the Survey Crew personnel may be required to perform the following functions in addition to other normal functions of the Survey Crew personnel:

- Quantity take-off work
- Checking
- Plotting x-sections
- Assisting with take-off notes
- Calculations of quantities

**NORMAL DUTIES OR FUNCTIONS:**

The operation of a transit for the purpose of putting in horizontal, vertical and curved lines.

The operation of an instrument level for shooting grades.

The above classifications are in no way to be interpreted as determining jurisdiction.

**SUB-CONTRACTS:**

The employer agrees that:

Should non-professional survey work, as generally covered by this Agreement, be sub-contracted, then the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.

**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**

**FOR THE UNION**

ALLAN STAPLETON

KEVIN MACDONALD