



AMENDMENT NOTICE

DATE: July 7, 2009

To: CBI Operating Engineer 721 Trade Classification

A&G Crane Rentals Limited	Gerard	Mattie	Joe Parsons Construction Ltd.	Joe	Parsons
A.W. Leil Cranes & Equipment	Allison	Leil	KAMTECH Services Inc.	Guido	Nadeau
A.W. Leil Cranes & Equipment	Larry	MacDonald	Leslie & Benn Contracting Limited	Kevin	Leslie
Able Equipment (2007) Limited	Paul	Yeadon	MacGregor's Custom Machining Ltd.	Andy	MacGregor
Adam Clark Company Ltd.	Lionel	Coleman	MacLeods Concrete Sawing & Drilling	Ron	Dean
AECON Atlantic Group	Jon	Mullin	Marid Industries Limited	Dave	Oulton
Allsteel Coatings Ltd.	Mark	Cooper	Marid Industries Limited	Tina	Lane
Birmingham Construction Ltd.	Karl	Christensen	Maritime Steel & Foundries Limited	Dale	Robertson
Cape Breton Crane Rentals	Jack	MacLean	McNally Construction Inc.	David	Stanyar
Commonwealth Construction	Ken	Kohlruss	Municipal Ready-Mix Limited	Carl	Baillie
Crosbie Industrial Services	Steve	Power	Municipal Ready-Mix Limited	Dave	MacKenna
D.W. Matheson & Sons Ltd.	D.W.	Matheson	Petrifond Foundation Company	Peter	Paganuzi
Fitz's Construction Ltd.	Bill	Fitzsimmons	Sagadore Cranes & Equipment	Karl	Shay
G.J. Cahill & Co. (1979) Ltd.	Karen	Dwyer	Sunny Corner Enterprises Inc.	Bil	Schenkels
Irving Equipment	Mike	Marsh	W. MacPhail Construction Limited	Walter	MacPhail
J & T vanZutphen Construction	John	VanZutphen			

CC: Kevin MacDonald OE 721 Union

FROM: Greig Macleod

**RE: AMENDMENT #4 TO THE OPERATING ENGINEER APPENDIX OF THE CAPE BRETON ISLAND
COMMERCIAL COLLECTIVE AGREEMENT 2008-2011**

PAGES: 4 (including cover page)

Amendment #4

To the Cape Breton Island Commercial Collective Agreement 2008-2011

Change(s)/Comment(s)	Pages
Wording changes for Apprentices	8A-7
Wording changes for Hours of Work	8A-11

Please find attached the amended pages for Cape Breton Island Commercial Collective Agreement 2008-2011 Amendment #4, **effective July 1, 2009**. Please review the following pages and forward to your accounting and/or payroll departments as needed.

The full amended agreement and the amended pages are now available for download on our website, www.nscrlra.ca.

Thank you.

**CAPE BRETON COMMERCIAL PROJECTS
COLLECTIVE AGREEMENT
2008 - 2011**

- BETWEEN -

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

- AND -

VARIOUS BUILDING TRADE UNIONS

THIS AGREEMENT dated at Sydney, Nova Scotia this 19th day of September, 2008.

EFFECTIVE DATE: JULY 1, 2008

EXPIRATION DATE: JUNE 30, 2011

Correction #1 – Labourer – October 17, 2008

Correction #2 – Iron Structural – November 1, 2008

Amendment #1 – UA 682 – January 21, 2009

Amendment #2 – Electricians – March 1, 2009

Amendment #3 – Bricklayer – June 1, 2009

Amendment #4 – Op. Engineer, Painter, Sheet Metal, Roofer – July 1, 2009

APPRENTICES:

The ratio of Apprentices to Operators or Mechanics shall be:

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

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

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

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

- 1st 1300 hours55% (or \$10.00 per hour, whichever is greater)
- 2nd 1300 hours.....65% (or \$12.00 per hour, whichever is greater)
- 3rd 1300 hours75%
- 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 (2nd) 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

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 (1½x) 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 (1½x) 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 1st to March 31st, 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 (1½x) times the straight time rate of pay.

Amendment #4 – July 1, 2009