

OPERATING ENGINEERS LOCAL 721
EARTH MOVERS COLLECTIVE AGREEMENT
MAINLAND NOVA SCOTIA

2015 - 2018

BETWEEN:

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

260 Brownlow Avenue, Unit No. 1
Dartmouth, NS B3B 1V9
Phone: (902) 468-2283
Fax: (902) 468-3705

- AND -

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

251 Brownlow Avenue
Dartmouth, NS B3B 2A9
Phone: (902) 865-8844
Fax: (902) 864-0676

THIS AGREEMENT dated at Dartmouth this 9th day of November, 2015.

EFFECTIVE DATE: October 1, 2015

EXPIRATION DATE: April 30, 2018

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment.
- 1.02 Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that every term and condition contained within this collective agreement may be amended upon the agreement of the Parties.
- 1.03 This Agreement shall not replace or, in any way, modify the Crane Operators Collective Agreement between the CLRA and the Union.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer and the CLRA recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement and for all work falling within the jurisdiction of this trade.
- 2.02 The Union recognizes the CLRA as the sole collective bargaining agent with respect to the trade for its members designated herein and other contractor Employers covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.
- 2.03 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the Employer but does not include office and clerical workers; guards, watchmen; time checkers; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors, or foremen, or classifications above the rank of foreman as provided for in Craft Schedules; persons transporting materials (including concrete and gravel), equipment or supplies from a point of origin outside the site to a destination inside the site or from a point or origin inside the site to a destination outside the site.
- 2.04 The Union agrees that equal priority in supply of employees will be given to Employers who are bound by the terms and conditions as set out in this Agreement.
- 2.05 In order to bind non-CLRA Employers to the provisions of this Agreement, the Union will file any letter of agreement/recognition with the Minister of Labour in accordance with Section 28 of the Trade Union Act.

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- 2.06 If work persons on work over which the Union has jurisdiction are required in classifications not listed in the appended Craft Schedules, the Schedules shall be amended by mutual agreement of both Parties by adding such classifications at the agreed wage rates.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

- 3.01 The Union agrees that there will be no strike or other collective action which will interfere with or stop the efficient operation of work of the Employer or any Employer for the duration of this Agreement.
- 3.02 The Employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail in this Agreement.
- 4.02 The Parties agree that there will be no discrimination against any person because of sex, race, creed, colour, nationality, ancestry, place of origin, marital status, or age.
- 4.03 The Employer shall not discriminate against any employee by reason of their membership in the Union and/or their participation in its lawful activity.

ARTICLE 5 - UNION SECURITY

- 5.01 When work persons are required, the Employer shall request the Union to furnish competent and qualified work persons and the Union shall supply, when available, competent and qualified work persons requested. Preference will be given to permanent Union residents from the local geographical area who possess the necessary skills and qualifications. The Employer will notify the Union in writing of all disciplinary action taken against an employee(s).
- 5.02 If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and designated holidays as contained herein, the Union is unable to supply the quantity of competent, qualified work persons as requested, the Employer may procure such men elsewhere.
- 5.03 The Employer may request through the Union qualified available work persons in good standing with the Union who had previously been on the payroll of the Employer for a period of six (6) months and who are being called back within one hundred twenty (120) working days of termination. An employee must give two (2) working days notice to both the Union and Employer if he is going to change Employers via the recall provision. The Employer shall notify the Union in writing of the employees being recalled. The Union shall not deny any reasonable request.
- 5.04 The Employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices' classification, as set out in the Apprenticeship provisions under Article 29.
- 5.05 Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the Union, before commencing work on the job, of the names of the work persons to be employed on the job. The Employer agrees to advise the sub-contractor of this requirement prior to the commencement of his work.
- 5.06 The Employer agrees that it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
- 5.07 The Employer agrees to have any such sub-contractor acknowledge in writing to the Union (copy to the Employer) that it has notice of this Agreement and that it will abide by the Agreement and Craft Schedules. The agreement, which is signed by the sub-contractor, shall include the following clause:

The subcontractor agrees that any dispute with respect to the interpretation, application or administration of the terms and conditions of the collective agreement which are applicable to the subcontractor, shall be enforceable by arbitration pursuant to the

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Arbitration Act of Nova Scotia. The subcontractor specifically agrees with the Union that the procedures under Section 107 of the Trade Union Act shall be applicable as the procedures under the Arbitration Act and that the Minister of Labour shall have the authority to appoint the arbitrator for the purpose of this agreement in the event the parties are unable to agree with the appointment of an arbitrator in accordance with Section 107 of the Trade Union Act. The arbitrator shall have the authority to award damages as though the subcontractor is bound to all the terms and conditions of the collective agreement, and to award costs and all other liabilities which exist under the terms of the collective agreement. The decision of the arbitrator shall be binding on the parties and not subject to judicial review.

- 5.08 The Employer will deduct from the employee's pay on the first regular pay day of each week the amount due to the Union by the employee as Union Fees. The total deductions from the pay of all employees shall be made payable monthly to the International Union of Operating Engineers, Local 721, and mailed to the Financial Secretary, 251 Brownlow Avenue, Dartmouth, Nova Scotia, B3B 2A9. It is agreed that the Employer has the right to transfer employees.
- 5.09 Should the employee be newly joining the Union, the Employer agrees, when authorized by the employee on the proper form, to make deductions for the Initiation Fee in the amount certified by the Union.
- 5.10 The Employer agrees that employees employed within categories covered by the terms of this Collective Agreement shall be required as a condition of continued employment to become and remain a member of the Union immediately after the date of hiring or the date of signing this Agreement.
- 5.11 Forms authorizing the check-off of Union dues and Initiation fees will be supplied by the Union to the Employer. The Employer will distribute these forms to the employee who will be affected, collect them when signed, retain the check-off authorization and forward the forms to the Union at the proper address on file.
- 5.12 The amounts so deducted shall be remitted by the Employer to the Union at the address on file by the tenth (10th) day of the following month, together with a list of all employees and Social Security numbers on whose behalf such deductions have been made.
- 5.13 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice of assignment furnished under any of such provisions.

ARTICLE 6 - STEWARDS

- 6.01 The Business Agent or Business Manager may appoint Job/Shop Stewards. The Steward of the Union will be an employee of the Employer who is a qualified journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the Employer's representative on the job whenever possible. Such permission would not be unreasonably withheld. He shall assist the Employer and the Union members in carrying out the provisions of this Agreement.
- 6.02 It is agreed that only one Steward and one alternate on each shift shall be recognized by each Employer and the Union shall notify the Employer in writing of the name of the Steward and his alternate.
- 6.03 Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.
- 6.04 The Employer will notify the Union on termination of employment of the Steward or his alternate. The Job Steward, if practicable, shall work all overtime. Subject to all other items and conditions of this Agreement, the Steward shall be the second to last man laid off, providing he has the skill and ability to perform such work.

ARTICLE 7 - ACCESS TO THE JOBSITE

- 7.01 Business Representatives of the Union and International Representatives shall have access to the jobsite during working hours but in no case shall their visits interfere with the progress of the work.
- 7.02 Representatives must request access from the Employer's representative on the job prior to entering the work area.
- 7.03 Conduct on the jobsite will be subject to the general regulations of the Employer.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 Subject to the limitations and specific terms of this Agreement, the Management of the jobsite and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the Employer.

ARTICLE 9 - DISCIPLINE

- 9.01 The Employer's procedure in disciplining an employee regardless of the amount of time on the project shall be:
- a) Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreman and Job Steward. Copy of warning notice mailed to the Union office.
 - b) Second warning calls for a suspension. The length of the suspension to be at Management's discretion but not to exceed one (1) week.
 - c) The above not applicable to the following: intoxication, insubordination, theft, altercation on site and illegal work stoppages.
 - d) Warnings will not be used in progressive discipline after 30 months, but will remain on the employee's record.
- 9.02 Employees discharged shall be advised by the Employer of the cause for dismissal.
- 9.03 The Employer will notify the Union in writing of all disciplinary action taken against any employee subject to this Agreement.
- 9.04 Use of cell phones/Blackberries/smartphones/etc. will not be permitted by employees onsite during working hours, except as explicitly authorized by the Employer. Violations of this article shall be subject to the disciplinary procedure in Article 9.01.

Article 9.04 shall not apply to Stewards and Foremen using cell phones in the course of their duties.

ARTICLE 10 - NORMAL HOURS OF WORK

10.01 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. Hours of work applicable to different types of construction shall be as agreed by the Parties signatory hereto.

10.02 **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 up to 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 half (1/2) hour for lunch.

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 (1-1/2x) the straight time rate.

10.03 **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 in Article 10.02 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.

10.04 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.

10.05 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.

10.06 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.

ARTICLE 11 - SHIFT WORK

- 11.01 Shift work may be performed at the option of the Employer.
- 11.02 When shift work is introduced, no shift shall be less than eight (8) hours in duration, and shall continue for a minimum of five (5) consecutive working days. The above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours.
- 11.03 Shifts shall be scheduled between Sunday midnight and Friday midnight.
- 11.04 No employee shall be compelled to work two (2) consecutive shifts.
- 11.05 Each employee shall have the right to eight (8) hours off between his scheduled shifts.
- 11.06 Employees working shifts are entitled to a lunch period and rest period, in accordance with Article 10, and dependent on the nature of the hours being worked.
- 11.07 Normal hours of work and rates of pay shall be applicable for a second and/or third shift. Employees shall receive a premium of 15% of their straight time pay for said second and/or third shifts.
- 11.08 Article 11.07 applies only to work under Article 10.03 and 10.04, except where otherwise agreed to between the Parties.

ARTICLE 12 - REPORTING TIME

- 12.01 Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the applicable rate of wages, unless he has been notified not to report. The foregoing provisions shall apply to Saturday, Sunday, designated holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.
- 12.02 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the Employer or when an employee leaves work of his own accord.
- 12.03 In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 12.04 The Employer shall determine when weather conditions on the job are such that men shall or shall not work.
- 12.05 Any employee, after being requested to report and who reports for work at the regular starting time and for whom no work is provided due to inclement weather shall receive pay for two (2) hours at the applicable rate of wages unless he has been notified not to report.

ARTICLE 13 - CALL BACK TIME

- 13.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job and is called back and is required to work outside his regular working hours shall be paid at his applicable overtime rate, but not less than two (2) hours.
- 13.02 When an employee is called out to work by the Employer on Saturdays, Sundays and designated holidays and commences work regardless of when called, Article 12 shall apply.
- 13.03 Travel time will apply if applicable.

ARTICLE 14 - OVERTIME

14.01 The first two (2) hours of overtime daily, Monday through Friday, shall be paid for at time and one-half times (1½ x) the straight time rate of pay. All additional overtime worked daily, Monday through Friday, and all time worked on Saturdays, Sundays and designated holidays shall be paid for at double (2x) the straight time rate.

14.02 Employees who are required to work in excess of two (2) hours overtime immediately following his/her shift shall be provided with a meal and an additional meal approximately every four (4) hours of continuous overtime thereafter. Where this is impractical, a meal allowance shall be included in the pay for the next pay period.

The Meal Allowance shall be:

..... twenty-six dollars (\$26.00)

14.03 An employee will normally be allowed at least eight (8) hours off between work shifts. If an employee is required to return to work without eight (8) clear hours off, then any hours of work falling within the normal eight (8) hours off shall be paid for at the prevailing overtime rate.

e.g. If an employee works until 2:00 a.m. and returns to work at 8:00 a.m., then the two (2) hours worked from 8:00 a.m. to 10:00 a.m. will be paid for at the prevailing overtime rate, and the straight rate shall apply from 10:00 a.m. onwards.

ARTICLE 15 - VACATION AND HOLIDAY ALLOWANCE

15.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays. Payment of such vacation and holiday allowance shall be made weekly.

15.02 The Employer shall pay six percent (6%) vacation pay and two percent (2%) holiday pay in lieu of paid holidays.

15.03 Annual vacation will be taken at a time mutually agreed between the Employer and the employee.

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ARTICLE 16 - DESIGNATED HOLIDAYS

16.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays:

16.02 Designated Holidays

CALENDAR YEAR 2015	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Thanksgiving Day	Monday October 12, 2015	Same
Remembrance Day	Wednesday November 11, 2015	Same
Christmas Day	Friday December 25, 2015	Same
Boxing Day	Saturday December 26, 2015	Monday December 28, 2015
CALENDAR YEAR 2016	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2016	Same
Heritage Day	Monday February 15, 2016	Same
Good Friday	Friday March 25, 2016	Same
Victoria Day	Monday May 23, 2016	Same
Canada Day	Friday July 1, 2016	Same
Labour Day	Monday September 5, 2016	Same
Thanksgiving Day	Monday October 10, 2016	Same
Remembrance Day	Friday November 11, 2016	Same
Christmas Day	Sunday December 25, 2016	Monday December 26, 2016
Boxing Day	Monday December 26, 2016	Tuesday December 27, 2016
CALENDAR YEAR 2017	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2017	Monday January 2, 2017
Heritage Day	Monday February 20, 2017	Same
Good Friday	Friday April 14, 2017	Same
Victoria Day	Monday May 22, 2017	Same
Canada Day	Saturday July 1, 2017	Monday July 3, 2017
Labour Day	Monday September 4, 2017	Same
Thanksgiving Day	Monday October 9, 2017	Same
Remembrance Day	Saturday November 11, 2017	Monday November 13, 2017
Christmas Day	Monday December 25, 2017	Same
Boxing Day	Tuesday December 26, 2017	Same
CALENDAR YEAR 2018	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Monday January 1, 2018	Same
Heritage Day	Monday February 19, 2018	Same
Good Friday	Friday March 30, 2018	Same

In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday, it shall be observed as such under the terms of this Agreement.

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- 16.03 Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 14, for all hours worked at the request of the Employer.
- 16.04 Any holiday proclaimed by the Federal or Provincial Government shall be incorporated into this Agreement and observed as a Designated Holiday. Any civic holiday proclaimed by a Municipality shall be incorporated into this Agreement and observed within the boundaries of such a Municipality.

ARTICLE 17 - TRAVEL, ROOM AND BOARD

The purpose of this Article is to provide an employee with reasonable compensation for legitimate expenses incurred in connection with his or her employment and not to provide a source of additional income.

Daily Travel:

- 17.01 There shall be a free zone of a forty (40) kilometre radius from the centre of the A. Murray McKay Bridge. This zone will be commonly known as the Halifax/Dartmouth free zone. Employees travelling to or working within the boundaries of this free zone shall not be entitled to a daily mileage allowance or room and board or travel time.
- (a) Pile driving and tunnel boring – no free zone (excluding crane rental).
- 17.02 For jobs located outside the Halifax/Dartmouth free zone the following conditions shall apply. There shall be a free travel zone of a forty (40) kilometre radius from the centre of the jobsite. Employees living outside the limit of the free travel zone and who are required to commute daily to the jobsite shall be paid a mileage allowance as per Article 17.04. Mileage shall be from the place of residence to the jobsite and return to his place of residence by the shortest normally travelled route. Daily travel under this Article only shall not exceed the daily room and board allowance.
- 17.02A If the Employer supplies transportation and leaves the free zone before 8:00 a.m. the employee shall be paid his straight time rate of pay for all such travel.
- 17.02B If the employee uses his own vehicle for daily travel at the Employer's request he shall be paid mileage allowance as per Article 17.04 and also his/her straight time rate of pay for all such travel.

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17.03 When an employee is instructed to move from shop to job, job to job or from job to shop during the working shift, 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 for all miles travelled in his own vehicle during the working shift and all time for such travel shall be paid at the straight time rate of pay. Mileage allowance will be in accordance with 17.04.

17.04 The Employer has the option to provide adequate transportation or pay the mileage allowance to entitled employees, subject to the qualifying conditions, during the term of this Agreement. If the employer provides transportation, the employer shall pay all time so travelled at the straight time rate of pay.

Mileage Allowancefifty-five cents (\$0.55) per kilometre

It is agreed this figure shall be adjusted as per CRA figures for the life of this agreement.

17.05 If the employee's employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and travelling time from the job he shall not be entitled to receive the cost of such travel expenses and travelling time.

17.05A Employees sent out of the free zone to work from whence they do not return daily shall be paid their regular rate of pay, plus:

- 1) Mileage to and from out of town work;
- 2) Travelling to and from such work shall be paid at the rate of straight time. The cost of travelling time shall not exceed eight (8) hours pay at single time.

17.05B Where, at the request of the Employer, an employee is transferred from a higher paid county or zone to a lower paid county or zone, the employee shall continue to be paid at the higher rate of pay.

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Room and Board:

- 17.06 When an employee travels to an area where he is required to stay overnight by the Employer, he shall be provided with suitable room and board or a room and board allowance as per Article 17.10. While an employee is on room and board or room and board allowance he shall be entitled to a travel allowance for a trip home once every three (3) months and once every two (2) months on Major Industrial projects, such travel allowance shall be paid in accordance with Article 17.04, 17.05, 17.05A and 17.05B.
- 17.07 The Employer shall have the option to discharge the mileage allowance providing that suitable transportation is provided, leaving the outside limits of the Halifax/Dartmouth free zone at 8:00 a.m. and returning to the outside limits of the Halifax / Dartmouth free zone by 4:30 p.m. daily. Any condition varying the Agreement must be cleared in advance through the Union. When transportation is provided to and from the employee's place of residence and where travel time on the shortest normally travelled route exceeds one (1) hour per day, such time (i.e. travel time in excess of one (1) hour per day) shall be paid at the straight rate of pay.
- 17.08 No room and board or mileage allowance will be paid to an employee who is sent to work in an area where he permanently resides. The home address of an employee shall be as on the records of the Union and shall be provided at the request of an Employer.
- 17.09 If a construction camp providing room and board is available for a project by the Employer, the employee will live at the camp and no living allowance will be paid to the employee.
- 17.10 Room and board allowance shall be paid for days worked except room and board shall also be paid for inclement weather which stops employees from working or when the employer has no work for such employee on any given shift after employee is on room and board allowance.

.....\$115.00 per day worked

If four 10 hour shifts worked, board is paid for five (5) days.

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17.11 Employers will pay reasonable hotel/motel accommodation and meal allowances for all short-term jobs.

Short Term Meal Allowance:

Breakfast eighteen dollars (\$18.00)
Lunch twenty-one dollars (\$21.00)
Supper twenty-seven dollars (\$27.00)

ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAY OFF

18.01 Employees shall only be laid off at the mid-point or at the end of their scheduled work period on the day of lay off, and each shall receive two (2) hours notice of lay off, or two (2) hours pay at his straight time rate of pay in lieu of notice.

18.02 Employees who are laid off shall receive their accumulated wages and Record of Employment or copy of ROE Web e-Filing at time of lay off if the payroll is processed at the jobsite. Otherwise, the Employer shall send the wages and ROE or copy of ROE Web e-Filing to the employee at the address he provides within three (3) days, exclusive of Saturday, Sunday and designated holidays. Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates, and an additional sum equivalent to eight (8) hours pay at straight time rate for every two (2) additional days delinquency.

18.03 Employees who are discharged, or who quit, shall receive their accumulated wages and Record of Employment or copy of ROE Web e-Filing on the regular pay day for the pay period in which the discharge or quit takes place, either by picking them up at the place designated by the Employer; or the Employer shall send the wages and ROE or copy of ROE Web e-Filing to the former employee on the regular pay day, at the address he has provided.

ARTICLE 19 - WAGES

- 19.01 The straight time rate of wages for each classification of workman shall be in accordance with the rates contained in the appended Craft Schedules. These Craft Schedules are attached hereto and are hereby made part of this Collective Agreement.
- 19.02 In the event the Pension or Benefit Plan is discontinued for any reason whatsoever, any Employer contribution shall be added to the hourly rate and become part of the wages paid.

ARTICLE 20 - PAY PERIOD

- 20.01 Employees shall be paid by cheque during the regular working hours of Thursday of each week. If Thursday or Friday is a designated holiday, pay will be distributed on Wednesday. If paid by cash, pay will be distributed no later than Friday. Alternatively the employer may, at his discretion, pay employees by way of electronic deposit/automatic deposit.
- 20.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque. At Employer's discretion, this information may be provided electronically. Statements shall be made available for any employees who are not able to receive them electronically.
- 20.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the Employer.
- 20.04 When cheques are not distributed on Thursday in accordance with this Article and the employee is not paid until after Monday of the following week, the employee shall receive one day's pay at the straight time rate for each working day until the day the cheque is paid, commencing Tuesday through to Friday.

ARTICLE 21 - SAFETY AND HEALTH

- 21.01 The Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the Employer.
- 21.02 Employees shall not be required to work with unsafe equipment and conditions.
- 21.03 Safety hats must be worn by all employees on the jobsite at all times.
- 21.04 Adequate toilet facilities and fresh potable drinking water (year round) and paper cups will be provided by the Employer.
- 21.05 Fresh potable drinking water, tool sheds and lunch rooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for a site.
- 21.06 Where required, adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches and tables and shall be lockable and be kept clean and no tools or equipment shall be stored in said quarters while men are on the job.
- 21.07 Climatic protective clothing is to be supplied to the employees by the Employer in accordance with the specifications of the applicable Craft Schedule.
- 21.08 If an employee sustains an accidental injury during working hours, and has to receive off site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift or eight (8) hours pay if the injury occurs during the second half of the shift.
- 21.09 Safety items and climatic protective clothing issued to the employee must be returned to the Employer on termination.

ARTICLE 22 - JURISDICTIONAL DISPUTES

- 22.01 A mark-up meeting will be held with each contractor before the commencement of the contractor's work on all projects of ten million dollar (\$10,000,000) construction value or more and no assignments shall be made before this mark-up. Mark-up assignments shall also apply to all sub-contractors. If a jurisdictional dispute arises once the work has commenced, assignments will be made in accordance with procedures, rules and regulations of the National Joint Board Building Trades Department, A.F.L. & C.I.O. The work assignment shall not be completed until a meeting on site has been convened with all Parties involved and until a subsequent meeting (not later than twenty four (24) hours) has taken place, at which the contractor shall present the work assignment on paper to all Parties. The above threshold shall be adjusted on renewal in accordance with the Consumer Price Index as reported by Statistics Canada.
- 22.02 In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 50 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

ARTICLE 23 - GRIEVANCE PROCEDURE

UNION GRIEVANCE:

23.01 Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions; or
- (d) A question whether a matter is arbitrable may be the subject of a grievance.

23.02 **Procedure:**

- (1) Any such matter constituting a grievance must be filed in writing with the Employer within seven (7) working days, excluding Saturday, Sunday and statutory holidays of the occurrence of the event giving rise to the grievance. If such grievance is not filed within this period it shall be considered settled.
- (2) The grievance must be filed and discussed with the Employer's Labour Relations Officer or his Representative on the project.
- (3) Failing settlement with the Labour Relations Officer or his Representative on the project, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.
- (4) Alternative Dispute Resolution – The parties being aware of the high cost of Arbitration may by mutual agreement wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources.

MANAGEMENT GRIEVANCE:

23.03 Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions.
- (d) A grievance concerning health or safety shall be referred directly to the Employer and to the Business Manager; or
- (e) A question whether a matter is arbitrable may be the subject of a grievance.

23.04 **Procedure:**

- (1) Any such matter constituting a grievance must be filed in writing with the Business Manager within seven (7) working days of the occurrence of the event giving rise to the grievance. If such grievance is not filed in writing within this period it shall be considered solved.
- (2) The grievance must be filed in writing and discussed with the Business Manager or Union Representative on the jobsite.
- (3) Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.
- (4) Alternative Dispute Resolution – The parties being aware of the high cost of Arbitration may by mutual agreement wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources.

ARTICLE 24 - ARBITRATION

24.01 The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.

24.02 The decision of the Arbitrator is to be complied with within fifteen (15) days of receipt of the Parties.

ARTICLE 25 - EMPLOYER CONTRIBUTIONS

25.01 Employers signatory to this Agreement shall remit monthly by the tenth (10th) day of the following month the sums per hour paid as per the following:

Plan	
Benefit Plan	\$1.60
Pension Plan	\$6.05
Total Remittance	\$7.65

Such remittance shall be sent to:

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

This remittance will remain in effect throughout the duration of this Collective Agreement unless notification as set out in Article 26.08 and 27.02 is provided.

For Apprentice Pension Plan Contribution, refer to Article 29.04(a).

25.02 Employers signatory to this Agreement shall remit monthly to the Administrator of Records by the tenth (10th) day of the following month the sum per hour paid as per the following:

Operating Engineer, Building Trades Council, Training, Organizing & Nova Scotia Construction Sector Council Fund	\$1.15
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Such remittance will be made on the forms provided indicating the specific fund breakdown and sent to:

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

25.03 All employers shall make the required contributions/remittances to the Industry Improvement Fund as per Article 25A on the forms provided by the Administrator of the Industry Improvement Fund and shall send the completed forms to:

The Administrator
Industry Improvement Fund
260 Brownlow Avenue, Unit No. 1
Dartmouth, Nova Scotia B3B 1V9

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

25.04 Timely Payment of Deductions and Contributions:

Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay deductions and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (1) The Union will advise the Employer in writing of any delinquency.
- (2) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and Holidays, the Employer has failed to pay delinquent contributions or the Employer has failed to request a meeting with the Union to provide for the payment of delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of twenty-five (25%) percent on all monthly contributions/deductions in arrears.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay contributions/deductions as provided.

- (3) Should the matter not be resolved at the above mentioned meeting the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or upon twenty-four (24) hours' notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

ARTICLE 25A – INDUSTRY IMPROVEMENT FUND

- 25A.01 All employers must contribute each month to the Industry Improvement Fund a total sum equal fourteen cents (\$0.14) for each hour paid in that month to any employee covered by this Agreement. This will be paid by separate cheque made out in favour of the Industry Improvement Fund and forwarded to the Administrator at the following address on or before the fifteenth (15th) day of the following month:

260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

Remittance forms for this fund are available at www.nscira.ca or by phone at 902-468-2283.

ARTICLE 26 - BENEFIT PLAN

The Parties hereto agree on a Benefit Plan as follows:

- 26.01 The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto.
- 26.02 The Employer shall make contributions at the rate of one dollar sixty cents (\$1.60) per hour paid remitted as per Article 25.01.
- 26.03 The Benefit Plan shall be professionally administered.
- 26.04 Each Employer shall sign a participation agreement as approved by the Trustees.
- 26.05 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.
- 26.06 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.
- 26.07 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.
- 26.08 It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by the Local, with the Employer contribution to be deducted from the wage rates contained herein, provided the Employer receives sixty (60) days notice of such change.
- 26.09 Neither the Operating Engineers Local 721 nor the Nova Scotia Construction Labour Relations Association Limited shall incur any legal liability with regard to claims arising from the Benefit Plan.

ARTICLE 27 - PENSION PLAN

27.01 It is agreed that the Provisions for a Pension Plan will be implemented under the same conditions as the Benefit Plan. The Employer shall contribute:

Pension Plansix dollars five cents (\$6.05) per hour paid

and remitted as per Article 25.01.

27.02 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 of such change.

**ARTICLE 28 - OPERATING ENGINEERS, BUILDING TRADES
COUNCIL, TRAINING, ORGANIZING AND NOVA SCOTIA
CONSTRUCTION SECTOR COUNCIL FUND**

28.01 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 721. If space is available owners, part owners, senior management and middle management of firms employing Union members will be given the opportunity to participate.

28.02 All Employers must contribute each month, by the tenth (10th) day of the following month, to the Operating Engineers, Building Trades Council, Training, Organizing & Nova Scotia Construction Sector Council Fund an amount of one dollar fifteen cents (\$1.15) as set out per Article 25.02 for each hour paid in that month by any employee covered by this Agreement, and remitted as per Article 25.02.

28.03 The Operating Engineers, Building Trades Council, Training, Organizing & Nova Scotia Construction Sector Council Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement for administration purposes only.

28.04 If the Operating Engineers, Building Trades Council, Training, Organizing & Nova Scotia Construction Sector Council Fund ceases to function the remaining funds shall be applied to the Benefit Plan.

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

- 28.05 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Operating Engineers, Building Trades Council, Training, Organizing & Nova Scotia Construction Sector Council Fund and the Industry Improvement Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- 28.06 Responsibilities and liabilities of collection shall be outlined in both the Administration Agreement (Article 28.03) and the Agreement and Declaration of Trust Document establishing the Operating Engineers Local 721 Joint Training Trust Fund.
- 28.07 It is agreed that Operating Engineers 721 retains the exclusive right to allocate and/or reallocate wages to the various benefit trust funds and any other union funds designated in the current collective agreement. Operating Engineers 721 shall give at least thirty (30) days notice to the Nova Scotia Construction Labour Relations Association, on any impending changes regarding distribution of wages between designated union funds.
- (a) It is agreed that the CLRA has the right to allocate increases or decreases to the CLRA's Industry Improvement Fund, provided that the union receives thirty (30) days notice of such change.

ARTICLE 29 - APPRENTICESHIP AND TRAINING

29.01 The Employers agree to explore and participate in Operating Engineer training programs. In recognition of the need of bona fide training, the Parties agree to the provisions herein.

29.02 When an employee is assigned to a job for which he is not fully qualified or experienced within a higher wage classification, he shall continue at his former classification rate for not more than fifteen (15) working days.

29.03 The ratio of apprentices to operators or mechanics shall be:

Two (2) to Eight (8) OperatorsOne (1) Apprentice *
 (OP, OP, A, OP, OP, OP, OP, OP, OP)

Nine (9) to Sixteen (16) Operators.....Two (2) Apprentices
 (OP, A, OP, OP, OP, OP, OP, OP, OP, OP)

Seventeen (17) to Twenty-Four (24) Operators...Three (3) Apprentices
 (OP, A, OP, OP, OP, OP, OP, OP, OP, OP)

Twenty-Five (25) to Thirty 32 (32) Operators.....Four (4) Apprentices
 (OP, A, OP, OP, OP, OP, OP, OP, OP, OP)

- Apprentice must be hired at same time as second Operator
 - And so on
- | | |
|-------------------------------|---------------------|
| One (1) to Five (5) Mechanics | One (1) Apprentice |
| Six (6) to Ten (10) Mechanics | Two (2) Apprentices |

29.04 The following scheme of remuneration for Apprentices shall apply:

(These percentages shall apply to the “A” classification.)

1st 1300 Hours	55% (or \$10 per hour, whichever is greater)
2nd 1300 Hours.....	65% (or \$12 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 1300-hour level. Only those members who are trained at the Operating Engineers Training School shall enter the Apprenticeship Programme.

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

- 29.04 (a) Apprentice pension contributions shall be 18% of the payable hourly rate plus vacation and holiday allowance.
- 29.05 Each apprentice shall carry a book (in an approved form), which shall travel from job to job and from Employer to Employer and in which shall be recorded the apprentice's hours worked as verified by the Employer and the Union. A new person joining the Union shall have ninety (90) days to pass programmes to enter the Operating Engineers Apprenticeship Programme.

ARTICLE 30 - JOINT APPRENTICESHIP COMMITTEE

- 30.01 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.
- 30.02 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.
- 30.03 The Committee shall recommend appropriate apprentice ratios, and upon thirty (30) days written notice of the Committees recommendations regarding apprentice ratios, those ratios shall be incorporated into this Collective Agreement and shall be enforceable as a term or condition of this Collective Agreement.
- 30.04 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.
- 30.05 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.

ARTICLE 31 - TERM OF AGREEMENT

- 31.01 The Terms of the Agreement shall remain in force from the 1st day of October, 2015 to the 30th day of April, 2018. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days notice in writing prior to the termination of this Agreement. Provided no such notice is given by either Party sixty (60) days prior to April 30th, 2018, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.
- 31.02 The Parties agree that they shall commence collective bargaining meetings no later than November 1, 2017.

ARTICLE 32 - SIGNATORIES

- 32.01 Signed on behalf of the Parties to this Agreement, this 9th day of November, 2015.

SIGNATORIES FOR:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

TERRY CROWELL

CALUM MACLEOD

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION 721**

JOEY MACLELLAN

ALLAN STAPLETON
WITNESS

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

CRAFT SCHEDULE "A" – WAGE RATES

OTHER THAN MAJOR INDUSTRIAL PROJECTS							
	Wage Rate	V & H (8%)	Benefit	Pension	OE, Bldg Trades, Training, Org. & NSCSC Fund *	IIF	Total Package
Effective Date: October 1, 2015							
Group 4	<u>\$29.67</u>	<u>\$2.37</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$40.98</u>
Group 3	<u>\$30.08</u>	<u>\$2.41</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$41.43</u>
Group 2	<u>\$30.57</u>	<u>\$2.45</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$41.96</u>
Group 1	<u>\$30.96</u>	<u>\$2.48</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.38</u>
Group A	<u>\$31.32</u>	<u>\$2.51</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.77</u>
Group AA	<u>\$34.02</u>	<u>\$2.72</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.68</u>
Effective Date: May 1, 2016							
Group 4	<u>\$30.36</u>	<u>\$2.43</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$41.73</u>
Group 3	<u>\$30.78</u>	<u>\$2.46</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.18</u>
Group 2	<u>\$31.27</u>	<u>\$2.50</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.71</u>
Group 1	<u>\$31.66</u>	<u>\$2.53</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$43.13</u>
Group A	<u>\$32.02</u>	<u>\$2.56</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$43.52</u>
Group AA	<u>\$34.71</u>	<u>\$2.78</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$46.43</u>
Effective Date: May 1, 2017							
Group 4	<u>\$31.06</u>	<u>\$2.48</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.48</u>
Group 3	<u>\$31.47</u>	<u>\$2.52</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$42.93</u>
Group 2	<u>\$31.96</u>	<u>\$2.56</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$43.46</u>
Group 1	<u>\$32.35</u>	<u>\$2.59</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$43.88</u>
Group A	<u>\$32.71</u>	<u>\$2.62</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$44.27</u>
Group AA	<u>\$35.41</u>	<u>\$2.83</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$47.18</u>

NOTE: Group AA – master mechanics

* \$0.50 of this amount will be redirected from Training Fund to Organizing Fund.

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

WAGE RATES:

MAJOR INDUSTRIAL PROJECTS							
	Wage Rate	V & H (8%)	Benefit	Pension	OE, Bldg Trades, Training, Org. & NSCSC Fund *	IIF	Total Package
Effective Date: October 1, 2015							
Group 4	<u>\$32.18</u>	<u>\$2.57</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$43.69</u>
Group 3	<u>\$32.58</u>	<u>\$2.61</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$44.13</u>
Group 2	<u>\$33.06</u>	<u>\$2.64</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$44.64</u>
Group 1	<u>\$33.44</u>	<u>\$2.67</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.05</u>
Group A	<u>\$33.78</u>	<u>\$2.70</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.42</u>
Group AA	<u>\$37.62</u>	<u>\$3.01</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$49.57</u>
Effective Date: May 1, 2016							
Group 4	<u>\$32.87</u>	<u>\$2.63</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$44.44</u>
Group 3	<u>\$33.28</u>	<u>\$2.66</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$44.88</u>
Group 2	<u>\$33.75</u>	<u>\$2.70</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.39</u>
Group 1	<u>\$34.13</u>	<u>\$2.73</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.80</u>
Group A	<u>\$34.47</u>	<u>\$2.76</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$46.17</u>
Group AA	<u>\$38.31</u>	<u>\$3.07</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$50.32</u>
Effective Date: May 1, 2017							
Group 4	<u>\$33.56</u>	<u>\$2.69</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.19</u>
Group 3	<u>\$33.97</u>	<u>\$2.72</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$45.63</u>
Group 2	<u>\$34.44</u>	<u>\$2.76</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$46.14</u>
Group 1	<u>\$34.82</u>	<u>\$2.79</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$46.55</u>
Group A	<u>\$35.17</u>	<u>\$2.81</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$46.92</u>
Group AA	<u>\$39.01</u>	<u>\$3.12</u>	\$1.60	\$6.05	\$1.15	\$0.14	<u>\$51.07</u>

NOTE: Group AA – master mechanics

* \$0.50 of this amount will be redirected from Training Fund to Organizing Fund.

CRAFT SCHEDULE "B" - MAJOR INDUSTRIAL PROJECTS

Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00).

- Pulp Mills
- Paper Mills
- Automobile Manufacturing Plants
- Steel Mills
- Power Generating Projects
- Petro-Chemical Plants
- Deep Water Ports or Unloading Facilities
- Oil Refineries
- Gas Refineries
- Rubber Plants (such as Michelin)
- Ore Reduction Plants
- Base Metal Producing Facilities
- Heavy Manufacturing Plants

CLASSIFICATIONS:

Should any questions arise as to the classifications of employees operating or assisting in the operations, or both, or who are directly assisting in the maintenance or repair of any technical construction machinery or equipment not specified in the said classifications, the same shall be resolved by mutual agreement or, failing this, will be handled as a grievance under the terms of this Agreement.

Wage rates applicable to different types of construction shall be as per wage rates under this Craft Schedule.

GROUP AA:

Master mechanics
Tunnel-Boring Machines

GROUP A:

Power shovels - 4 cu. yard capacity
Dipper and suction dredges
Boat Operator Over 17'

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

GROUP 1:

Power shovels - 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 equipment and over
Machinist
Gradalls
Scraper
Caisson boring machine - 25 H.P. and over
Side boom - tractor mounted
Joy and quarry master type drills
Tracks excavators, and rubber-tired backhoes
Front end loaders - 5 cu. yard capacity and over
Vacuum Sucker Truck
High Pressure Water Truck
Tele-handler

GROUP 2:

Tractor and bulldozer - D7 equivalent equipment and under
Front end loaders - 5 cu. yard capacity and under
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
Spreaders (asphalt and concrete)
Boat Operator Up to 17'
Bus Drivers
Winchmen

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)

GROUP 3:

Rollerman, compaction, mobile
Pumps, 6" discharge and over [two (2) or more]
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
Fireman, unlicensed - temporary heating plants
Ready-mix truck driver
Euclid - under 30 tons
Tandem trucks
Hand drills
Wagon drills
Transit-mix pumps

GROUP 4:

Deck hands
Pumps - under 4" discharge (4 or more)
Truck - single axle
Farm tractors
Portable heaters (use of to be discussed)

PSNA SCHEDULE 22: OPERATING ENGINEER LOCAL 721 (EARTH MOVERS)
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OPERATORS:

Under no circumstances shall an employee be required to transport material or supplies for the Employer by way of his personal vehicle with the exception of normal service materials and equipment.

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 Saturday, Sunday or designated holiday of that week, such operator will be assigned to such particular machine for such Saturday, Sunday or holiday work. The regular operator will also work any authorized overtime work through the week.

BULLETIN BOARD:

Notices may be posted with prior consent of the Employer.

APPENDIX "A" – JOB TARGETING

Where a particular article or articles of this Collective Agreement is or are found to work a hardship for a project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by mutual consent of the Union office and signatory contractor when they deem it prudent. The CLRA will be advised by the signatory contractor. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.

**CRAFT SCHEDULE “T” – JOB TARGETING RULES
AND PROCEDURES**

1. No contractor or sub-contractor shall be entitled to targeted rates and conditions unless the Contractor or sub-Contractor makes direct application in writing under these job targeting rules and procedures a minimum of forty-eight (48) hours prior to the tender closing to the Union through the Nova Scotia Construction Labour Relations Association (CLRA) on the attached application form and such request shall be forwarded to the Union.

The Union may, however, in its sole discretion waive the above time limit of forty-eight (48) hours.

2. The Union shall advise the CLRA by facsimile (Fax 902-468-3705) in writing whether it grants or does not grant the targeting application. The CLRA shall then advise all applicant Contractors when a target request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union the Contractors who are bidding jobs under this program shall supply the bid price of their bid on the targeted jobs to the Union after the job has been awarded.
4. The applicant Contractor shall provide a record of projected employee work hours worked on all targeted jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sectors share of work.

OPERATING ENGINEER 721 – JOB TARGETING APPLICATION FORM

DATE: _____

TO: Operating Engineers Local 721 PHONE: 902-865-8844 FAX: 902-864-0676
NS Construction Labour Relations Association PHONE: 902-468-2283 FAX: 902-468-3705

FROM: _____

PHONE: _____ FAX: _____

Please accept this as a request to bid the Project outlined herein, under the terms of the Enabling provisions in Article 30 of the Operating Engineer Mainland Nova Scotia Local 721 Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ OE 721 MAN HOURS: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

In order to be competitive, I, as the Contractor bidding, request the following target rates and conditions:

1. Hourly Wage Rate _____ plus the following benefits

Overtime conditions _____

2. Board & Travel _____

3. Other Relief _____

I UNDERSTAND AND AGREE THAT ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, BENEFIT, PENSION, TRAINING AND ORGANIZING FUNDS AND INDUSTRY IMPROVEMENT FUND, AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE AGREEMENT, UNLESS OTHERWISE STIPULATED.

COMPANY

CONTRACTOR REPRESENTATIVE

**APPENDIX "B" - OPERATING ENGINEERS 721
TRADE CLASSIFICATION**

- A.W. Leil Cranes & Equipment Limited
- Able Equipment (2007) Limited
- Aecon Mining Construction Services
- Arnoldin Form Work Limited
- Crosbie Industrial Services Limited
- Ellis Don Corporation
- Fitz's Construction Ltd.
- G.J. Cahill & Co. (1979) Ltd.
- Irving Equipment
- Lead Structural Formwork Ltd.
- Leslie & Benn Contracting Limited
- Marid Industries Limited
- McNally Construction Inc.
- Municipal Ready-Mix Limited
- Omega Formwork Inc.
- Partners Construction
- Petrifond Foundation Company Limited
- R & D Crane Operators Limited
- RKO Steel Limited
- Sunny Corner Enterprises Inc.
- Western Plumbing & Heating Ltd.
- Zutphen Contractors Inc.