

APPENDIX NO. 6“A” - OPERATING ENGINEERS - INDUSTRIAL

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 30, 2020 - June 30, 2025

OPERATING ENGINEERS								
	Hourly Rate	V & H 9%	Benefit	Pension	Training**	Consol. Fund	IIF	Total Pkg
Effective Date: <u>July 30, 2020</u>								
GROUP 1	<u>\$39.94</u>	<u>\$3.59</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$54.07</u>
GROUP 2	<u>\$39.51</u>	<u>\$3.56</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$53.61</u>
GROUP 3	<u>\$38.47</u>	<u>\$3.46</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$52.47</u>
GROUP 4	<u>\$38.26</u>	<u>\$3.44</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$52.24</u>
GROUP 5	<u>\$38.02</u>	<u>\$3.42</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$51.98</u>
Effective Date: <u>January 1, 2021</u>								
GROUP 1	<u>\$39.71</u>	<u>\$3.57</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.07
GROUP 2	<u>\$39.28</u>	<u>\$3.54</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.61
GROUP 3	<u>\$38.24</u>	<u>\$3.44</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$52.47
GROUP 4	<u>\$38.03</u>	<u>\$3.42</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$52.24
GROUP 5	<u>\$37.79</u>	<u>\$3.40</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$51.98
Effective Date: <u>July 1, 2021</u>								
GROUP 1	<u>\$40.17</u>	<u>\$3.61</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.57</u>
GROUP 2	<u>\$39.74</u>	<u>\$3.58</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.11</u>
GROUP 3	<u>\$38.70</u>	<u>\$3.48</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$52.97</u>
GROUP 4	<u>\$38.49</u>	<u>\$3.46</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$52.74</u>
GROUP 5	<u>\$38.25</u>	<u>\$3.44</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$52.48</u>
Effective Date: <u>January 1, 2022</u>								
GROUP 1	<u>\$39.94</u>	<u>\$3.59</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.57
GROUP 2	<u>\$39.51</u>	<u>\$3.56</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.11
GROUP 3	<u>\$38.47</u>	<u>\$3.46</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$52.97
GROUP 4	<u>\$38.26</u>	<u>\$3.44</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$52.74
GROUP 5	<u>\$38.02</u>	<u>\$3.42</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$52.48

OPERATING ENGINEERS								
	Hourly Rate	V & H 9%	Benefit	Pension	Training**	Consol. Fund	IIF	Total Pkg
Effective Date: July 1, 2022								
GROUP 1	<u>\$40.67</u>	<u>\$3.66</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$55.37</u>
GROUP 2	<u>\$40.25</u>	<u>\$3.62</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.91</u>
GROUP 3	<u>\$39.20</u>	<u>\$3.53</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$53.77</u>
GROUP 4	<u>\$38.99</u>	<u>\$3.51</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$53.54</u>
GROUP 5	<u>\$38.75</u>	<u>\$3.49</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$53.28</u>
Effective Date: January 1, 2023								
GROUP 1	<u>\$40.44</u>	<u>\$3.64</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$55.37
GROUP 2	<u>\$40.02</u>	<u>\$3.60</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.91
GROUP 3	<u>\$38.97</u>	<u>\$3.51</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.77
GROUP 4	<u>\$38.76</u>	<u>\$3.49</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.54
GROUP 5	<u>\$38.52</u>	<u>\$3.47</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.28
Effective Date: July 1, 2023								
GROUP 1	<u>\$41.17</u>	<u>\$3.71</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$56.17</u>
GROUP 2	<u>\$40.75</u>	<u>\$3.67</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$55.71</u>
GROUP 3	<u>\$39.71</u>	<u>\$3.57</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.57</u>
GROUP 4	<u>\$39.50</u>	<u>\$3.55</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.34</u>
GROUP 5	<u>\$39.26</u>	<u>\$3.53</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.08</u>
Effective Date: January 1, 2024								
GROUP 1	<u>\$40.94</u>	<u>\$3.69</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$56.17
GROUP 2	<u>\$40.52</u>	<u>\$3.65</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$55.71
GROUP 3	<u>\$39.48</u>	<u>\$3.55</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.57
GROUP 4	<u>\$39.27</u>	<u>\$3.53</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.34
GROUP 5	<u>\$39.03</u>	<u>\$3.51</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.08
Effective Date: July 1, 2024								
GROUP 1	<u>\$41.68</u>	<u>\$3.75</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$56.97</u>
GROUP 2	<u>\$41.26</u>	<u>\$3.71</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$56.51</u>
GROUP 3	<u>\$40.21</u>	<u>\$3.62</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$55.37</u>
GROUP 4	<u>\$40.00</u>	<u>\$3.60</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$55.14</u>
GROUP 5	<u>\$39.76</u>	<u>\$3.58</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.88</u>

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

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

SUPERVISION:

The Master Mechanic shall receive seventy-five cents (\$0.75) above the Group 1 rate.

When seven (7) to fourteen (14) Operating Engineers are working on site (excluding Survey Crew personnel) a Foreman may be appointed as required. When more than fourteen (14) Operating Engineers are working on the site (excluding Survey Crew personnel) a Foreman must be appointed.

- Foreman shall receive.....One Dollar and Sixty Cents (\$1.60)

CLASSIFICATIONS:**GROUP 1:**

- operators of mobile truck cranes (conventional or hydraulic);
- crawler and rough terrain cranes, power derricks, gantry cranes and all similar type equipment twenty-five (25) ton capacity and over
- Overhead and bridge type cranes fifty (50) ton capacity and over
- climbing, skyway and tower type cranes
- chimney hoists
- heavy duty mechanics
- machinists
- welders
- backhoes (excavators)
- mine hoists
- caisson boring (over 25 H.P.)
- multiple drum hoists
- side booms
- tunnel boring machines
- pile leadsman
- operator of a motorized boat over 17 feet long

GROUP 2:

- operators of man and material hoists
- mono rail
- winches
- air tuggers
- temporary heating plants
- compressors "400 CFM and over" or two or more in bank, crushers
- batching plants
- concrete pumps and group pumps
- bulldozers
- tractors
- scrapers
- graders
- front end loaders and all similar equipment
- operators of mobile cranes (conventional or hydraulic), crawler and rough terrain cranes, power derricks, gantry cranes and all similar type equipment under twenty-five (25) ton capacity
- single drum hoist, overhead and bridge type cranes under fifty (50) ton capacity
- boom trucks (dual purpose with cable and 360 degree swing), tractor trailer, low bed and flatbed
- hydro blasting operations truck and blower truck
- telehandler (man & material hoist)

GROUP 3:

- operators of compressors "under 400 CFM capacity"
- well point systems "including installation"
- concrete mixers "1 cu. yard capacity" and over
- forklifts eight foot (8') lifting height and over
- caisson boring machines "25 HP and under"
- drill rigs, gas, diesel or steam driven generators "over 50 HP portable" and all similar equipment
- firemen without license
- service repair mechanics and tandem trucks
- operators of pumps 4" discharge and over
- off-highway trucks
- rock wagons
- industrial type tractors with excavating attachments
- vacuum truck
- operator of a motorized boat over 17 feet long
- bus driver

GROUP 4:

- operators of boom trucks - Hiab type
- A-frames
- rollers on grade work
- forklifts "under 8' lifting height"
- driver mounted compaction units
- multiple stage concrete conveyors
- portable gas or oil burning temporary heating units and similar equipment
- truck crane drivers
- deck hands
- crusher operator assistants
- deck hands
- street sweepers

GROUP 5:

- operators of pumps under 4" discharge
- grease trucks
- oilers
- mechanics helpers

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.

PAID HOLIDAYS:

The following are paid holidays: **New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.**

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

OPERATING SCHEDULE:

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

An Operator will not be required to operate more than two (2) different machines in an eight (8) hour period.

SUB-CONTRACTOR:

The employer agrees that it will not sub-contract work to any contractor who is not under Collective Agreement with the appropriate signatory Building Trades Union.

PROTECTIVE CLOTHING:

Rain gear, as required, to be supplied by the employer. Coveralls shall be supplied to Mechanics, Servicemen and Welders to a maximum of four (4) per year. Welding gloves and masks shall be supplied as required.

MISCELLANEOUS:

The employer will provide a shelter for major repairs.

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 Operators.....	Three (3) Apprentices
Twenty-five (25) to thirty-two (32) Operators.....	Four (4) Apprentices

Apprentice must be hired no later than the seventh (7th) employee, the eleventh (11th) employee, the twentieth (20th) employee, the twenty-ninth (29th) employee, and so on.

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 (2nd) Mechanic, and so on.

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

Apprentice Mechanics will be allowed time off to attend school and courses relating to their profession. Such time off shall not constitute a lay-off from work.

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 following rate per hour for each hour worked:

<u>July 30, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>	<u>January 1, 2024</u>
\$1.60	\$1.85	\$2.10	\$2.35	\$2.60

by the tenth (10th) day of the month following the month for which contributions were made, the employer shall remit such contributions to:

Operating Engineers, Local 721 and 721B Benefit Plan
251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

- (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 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. By the tenth (10th) day of the month following the month for which the contributions were made, the employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to:

Operating Engineers, Local 721 and 721B Pension Plan

251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

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 6“B” of this Agreement.

TRAINING & ORGANIZING FUND:

The employer shall remit for each hour paid for each employee, one dollar (\$1.00). Fifty cents (\$0.50) of this amount shall be redirected from the Training Fund to the Organizing Fund. 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 (10th) 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

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 2020-2025 Collective Agreement.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

This Agreement does not cover asphalt paving and work preparatory to paving such as spreading gravel and grading.

INDUSTRY IMPROVEMENT FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

The Administrator

Nova Scotia Construction Labour Relations Association
260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

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

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD

TODD MACNEIL

CALUM MACLEOD

APPENDIX NO. 6“B” - OPERATING ENGINEERS - INDUSTRIAL

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 30, 2020 - June 30, 2025

INSTRUMENT MAN SURVEY ASSISTANT (RODMEN/ CHAINMEN)									
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Training **	Consol. Fund	IIF	Total Pkg	
<u>July 30, 2020</u>	<u>\$39.38</u>	<u>\$3.54</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$53.46</u>	
<u>January 1, 2021</u>	<u>\$39.15</u>	<u>\$3.52</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.46	
<u>July 30, 2021</u>	<u>\$39.61</u>	<u>\$3.56</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$53.96</u>	
<u>January 1, 2022</u>	<u>\$39.38</u>	<u>\$3.54</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$53.96	
<u>July 30, 2022</u>	<u>\$40.11</u>	<u>\$3.61</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$54.76</u>	
<u>January 1, 2023</u>	<u>\$39.88</u>	<u>\$3.59</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$54.76	
<u>July 30, 2023</u>	<u>\$40.61</u>	<u>\$3.66</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$55.56</u>	
<u>January 1, 2024</u>	<u>\$40.39</u>	<u>\$3.63</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$55.56	
<u>July 30, 2024</u>	<u>\$41.12</u>	<u>\$3.70</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$56.36</u>	
OPERATING ENGINEERS SURVEY CREW									
		Hourly Rate	V & H 9%	Benefit	Pension	Training* *	Consol. Fund	IIF	Total Pkg
Effective Date: <u>July 30, 2020</u>									
0 - 6 months	80%	<u>\$31.42</u>	<u>\$2.83</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$44.79</u>
6 - 12 months	85%	<u>\$33.76</u>	<u>\$3.04</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$47.34</u>
over 12 months	90%	<u>\$36.02</u>	<u>\$3.24</u>	\$1.60	\$7.50	\$1.00	<u>\$0.28</u>	\$0.16	<u>\$49.80</u>
Effective Date: <u>January 1, 2021</u>									
0 - 6 months	80%	<u>\$31.19</u>	<u>\$2.81</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$44.79
6 - 12 months	85%	<u>\$33.53</u>	<u>\$3.02</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$47.34
over 12 months	90%	<u>\$35.79</u>	<u>\$3.22</u>	<u>\$1.85</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$49.80

OPERATING ENGINEERS SURVEY CREW									
		Hourly Rate	V & H 9%	Benefit	Pension	Training* *	Consol. Fund	IIF	Total Pkg
Effective Date: <u>July 30, 2021</u>									
0 - 6 months	80%	<u>\$31.56</u>	<u>\$2.84</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$45.19</u>
6 - 12 months	85%	<u>\$33.92</u>	<u>\$3.05</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$47.76</u>
over 12 months	90%	<u>\$36.20</u>	<u>\$3.26</u>	\$1.85	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$50.25</u>
Effective Date: <u>January 1, 2022</u>									
0 - 6 months	80%	<u>\$31.33</u>	<u>\$2.82</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$45.19
6 - 12 months	85%	<u>\$33.69</u>	<u>\$3.03</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$47.76
over 12 months	90%	<u>\$35.97</u>	<u>\$3.24</u>	<u>\$2.10</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$50.25
Effective Date: <u>July 30, 2022</u>									
0 - 6 months	80%	<u>\$31.92</u>	<u>\$2.87</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$45.83</u>
6 - 12 months	85%	<u>\$34.31</u>	<u>\$3.09</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$48.44</u>
over 12 months	90%	<u>\$36.63</u>	<u>\$3.30</u>	\$2.10	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$50.97</u>
Effective Date: <u>January 1, 2023</u>									
0 - 6 months	80%	<u>\$31.69</u>	<u>\$2.85</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$45.83
6 - 12 months	85%	<u>\$34.08</u>	<u>\$3.07</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$48.44
over 12 months	90%	<u>\$36.40</u>	<u>\$3.28</u>	<u>\$2.35</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$50.97
Effective Date: <u>July 30, 2023</u>									
0 - 6 months	80%	<u>\$32.28</u>	<u>\$2.90</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$46.47</u>
6 - 12 months	85%	<u>\$34.71</u>	<u>\$3.12</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$49.12</u>
over 12 months	90%	<u>\$37.06</u>	<u>\$3.34</u>	\$2.35	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$51.69</u>
Effective Date: <u>January 1, 2024</u>									
0 - 6 months	80%	<u>\$32.05</u>	<u>\$2.88</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$46.47
6 - 12 months	85%	<u>\$34.48</u>	<u>\$3.10</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$49.12
over 12 months	90%	<u>\$36.83</u>	<u>\$3.32</u>	<u>\$2.60</u>	\$7.50	\$1.00	\$0.28	\$0.16	\$51.69
Effective Date: <u>July 30, 2024</u>									
0 - 6 months	80%	<u>\$32.63</u>	<u>\$2.94</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$47.11</u>
6 - 12 months	85%	<u>\$35.10</u>	<u>\$3.16</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$49.80</u>
over 12 months	90%	<u>\$37.50</u>	<u>\$3.37</u>	\$2.60	\$7.50	\$1.00	\$0.28	\$0.16	<u>\$52.41</u>

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

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

Party Chief shall receive fifty-five cents (\$0.55) above the Instrument Man.

SURVEY ASSISTANT QUALIFICATIONS:

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

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 will report directly to the Engineering Department.

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

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.

PAID HOLIDAYS:

The following are paid holidays: **New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.**

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

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 following rate per hour for each hour worked:

<u>July 30, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>	<u>January 1, 2024</u>
\$1.60	\$1.85	\$2.10	\$2.35	\$2.60

by the tenth (10th) day of the month following the month for which contributions were made, the employer shall remit such contributions to:

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

251 Brownlow Ave.

Dartmouth, Nova Scotia, B3B 2A9

- (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 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. By the tenth (10th) day of the month following the month for which the contributions were made, the employer shall contribute the amount set out in the table on the first page of this Appendix, per hour worked to:

Operating Engineers, Local 721 and 721B Pension Plan

251 Brownlow Ave.
Dartmouth, Nova Scotia
B3B 2A9

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 & ORGANIZING FUND:

The employer shall remit for each hour paid for each employee, one dollar (\$1.00). Fifty cents (\$0.50) of this amount shall be redirected from the Training Fund to the Organizing Fund. 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 (10th) 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

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 (30) days of signing the 2020-2025 Collective Agreement.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

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

INDUSTRY IMPROVEMENT FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

The Administrator

Nova Scotia Construction Labour Relations Association
260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

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

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD _____

TODD MACNEIL _____

CALUM MACLEOD _____
