

MILLWRIGHT AGREEMENT PROVINCE OF NOVA SCOTIA

2009 - 2012

A COLLECTIVE LABOUR AGREEMENT

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS B3B 1V9

(902) 468-2283

(902) 468-3705

- AND -

THE MILLWRIGHTS AND MACHINE ERECTORS LOCAL UNION 1178

(chartered by United Brotherhood of Carpenters and Joiners of America and affiliated with the
Building and Construction Trades Department AFL-CIO)

(hereinafter referred to as the "Union")

P.O. Box 358

139 Beaufort Street

Stellarton, Nova Scotia B0K 1S0

(902) 752-5692

(902) 755-6244

THIS AGREEMENT dated at Dartmouth, this ____ day of _____, 2009.

Effective Date: October 8, 2009

Expiration Date: April 30, 2012

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions and to provide a procedure for the prompt handling of grievances and orderly collective bargaining. This Agreement shall apply to Industrial and Commercial construction for Mainland Nova Scotia.

ARTICLE 2 - RECOGNITION

- 2.01 The employer and the CLRA recognize the Union as the sole collective bargaining agent for all Millwrights, Millwright Foremen, Millwright Sub-Foremen, Millwright Apprentices, Millwright Welders and Millwright Riggers employed by the employer on Mainland, Nova Scotia.
- 2.02 If the employees on work over which the Unions have jurisdiction are required in classifications not listed in the appended Schedules, the Schedules shall be amended by adding such classifications at the agreed wage rates. The employer recognizes the craft jurisdiction of the Union and agrees to assign all work of the Millwright Trade to the Millwright Union Local 1178.
- 2.03 The Union recognizes the CLRA as the sole collective bargaining agent for all unionized employers in the construction industry as covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976, covering Mainland Nova Scotia.

ARTICLE 3 - UNION SECURITY

- 3.01 On hiring, the employer may name-hire the odd numbered employees (i.e. the first (1st), third (3rd), fifth (5th), etc. and the Union may refer the even numbered employees (i.e. the second (2nd), fourth (4th), sixth (6th), etc. On lay-off the odd numbered employees laid off (i.e. the first (1st), third (3rd) etc.) shall be employees referred from the Union and the even numbered employees (i.e. the second (2nd), fourth (4th) etc.) shall be employees name-hired. Thus the second to last man shall be a referred man and the last man shall be name-hired.

- 3.01A In order to be eligible for name-hire a member must be available for work and have been in good standing with the Local Union for a minimum of six (6) months. The Union may, in its sole discretion, waive the six (6) month requirement after discussion with the employer.

The employer may recall former employees for a period of up to thirty (30) working days from the date of lay-off or termination.

The thirty (30) working day limit may be waived or extended at the sole discretion of this Union after discussion with the employer.

- 3.02 Whenever the Local Union is unable to supply sufficient Millwrights to meet the needs of the employer and the employer hires Millwrights from other sources, it is agreed that these Millwrights so hired must have the qualifications required to join the Union and shall within ten (10) days after commencement of their employment make application to join the Local Union.

- 3.03 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership will be deemed to have voluntarily separated and his employment terminated.

When an employee has been discharged for just cause by an employer and not reinstated through the grievance procedure, such employer shall have the right to refuse to re-employ such employee. In the event that an employee is discharged under this clause and not reinstated, such an employee will have the option to take a recognized rehabilitation program for drug or alcohol abuse and upon completion of such a program that employee then will be employable in the usual manner by the employer.

- 3.04 Should the Union be able to supply Union men before the applicant has become a member, the Union man shall replace the applicant after forty-eight (48) hours notice by the Union, and provided that the applicant has been employed for a minimum thirty (30) calendar days, unless otherwise mutually agreed. When travel and room and board provisions apply the employee being replaced will not be paid return compensation, nor will the replacing employee receive compensation for travelling to the job. The replacing employee shall receive compensation for return travel.

- 3.05 Where a reduction of the work force results in lay off of Millwrights, the Local Union shall at all times be given preference of employment.

- 3.06 The Employer shall deduct monies from all employees covered by this Agreement (Union or non-Union applicant), in the manner established by the Union the amount of the Union's regular dues.

Before the implementation of any deduction or change under this Article the Union shall discuss and review any such change or deduction with the Employers thirty (30) days prior to the implementation of such change or deduction by the Union.

- 3.07 The Employer agrees to deduct Initiation Fees in the amount that has been certified as the then current fee in the Local Union having jurisdiction for all applicable employees, when such deduction is authorized by the signature of the employee on the proper form. If the Union agrees such Initiation Fee may be deducted in weekly instalments provided such deductions are made within a period of thirty (30) days from the date the Local Union advises the Employer that any employee has submitted a written application to join the Local Union.

- 3.08 All Union Dues and Initiation Fees deducted shall be forwarded to the Financial Secretary of the Local Union not later than the fifteenth (15th) day of the month following such deductions, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.

- 3.09 The Local 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 by the Employer for the purpose of complying with the provisions of this Section i.e. deduction of monies.

Supplementary Union Dues Check-Off:

- 3.10 The employer shall deduct supplementary Union Dues, as set out in the table below, excluding any allowance paid for room and board.

Per hour worked - plus	Percent of gross wages
\$0.25	4%

- 3.11 The employer shall remit such deductions for Union Dues along with deductions for the Millwright Training Fund, Article 31, as set forth in Articles 27 and 31 hereto in a separate cheque not later than the fifteenth (15th) day of the month following the month of earnings by the employees to the Financial Secretary, Millwright Local 1178, Nova Scotia & P.E.I. Regional Council of Carpenters, P.O. Box 358, 139 Beaufort Street, Stellarton, Nova Scotia B0K 1S0. The employer shall identify the individual funds on a summary sheet.
- 3.12 The Union Dues Check-off monies will be administered by Millwright Local Union 1178.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the Union.
- 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 his membership in the Union and/or his participation in its lawful activity.

ARTICLE 5 - STEWARD

- 5.01 The Business Agent or Business Manager may appoint Job Stewards from the employees of the employer. The Steward shall be a qualified Journeyman who will perform the work of a Journeyman. In addition to his duties as a Journeyman he will 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 Foreman or Superintendent whenever possible. Such permission from the Foreman or Superintendent would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out provisions of this Agreement.
- 5.02 It is agreed that only one (1) Steward and one (1) 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.
- 5.03 Once appointed by the Business Agent or Business Manager for their respective shifts, Stewards shall not be transferred from job to job or shift to shift without notification to the Business Agent or Business Manager.
- 5.04 The employer agrees to recognize the Steward or alternate Steward appointed by the Business Agent or Business Manager. The Steward or an alternate shall be on the site whenever three (3) Millwrights are working, including overtime hours, Saturdays, Sundays and designated holidays.
- 5.05 Subject to all other items and conditions of this Agreement the Job Steward shall be the third last man remaining on the job, providing his performance as a Journeyman Millwright is adequate.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes the right of the employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The employer also has the right to make and alter, from time to time, rules and regulations to be observed by the employees. The employer has the exclusive function to hire, promote, demote, transfer and suspend any employees and also the right to discipline or discharge any employee for just cause subject to the specific terms of this Agreement. The employer agrees that these functions will be exercised in a manner that will not conflict with this Agreement.

ARTICLE 7 - NORMAL HOURS OF WORK

- 7.01 The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.
- 7.02 The employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. The employer can change from one (1) such schedule to the other, subject to the limitation that it will give the Union at least seven (7) calendar days' notice of such change.

When the four (4) ten (10) hour work week is in effect, the standard workday shall be an established ten (10) hour period. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down due to inclement weather, then Friday may, at the option of the employer, be worked as a make-up day at straight time rate; straight time not to exceed the ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer; and the Union will be advised of the starting time. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. Where an eight (8) hour normal work day is being worked, the hours of work shall be inclusive. Where an eight (8) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive. Where a ten (10) hour normal work day is being worked, the hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m., Monday to Thursday inclusive.

The 4 x 10 hour day work week shall apply only when the week is scheduled for a minimum of 40 hours (4 days @ 10 hour/day) except where the week has a holiday.

7.03 **Lunch Period:**

Lunch break shall be one-half (½) hour as scheduled and taken within one (1) hour of the mid-point of the normal hours of work. The lunch period will be measured from ceasing labour to commencement of labour and will be taken at a time mutually agreed by the Parties hereto.

7.04 Should expediency require, the normal starting and quitting time and or lunch period may be changed by mutual agreement of the Parties hereto.

7.05 **Rest Period:**

During each normal work day, Saturdays, Sundays, and shift work, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed. When working a four (4) day, ten (10) hour schedule, the rest period will be fifteen (15) minutes each.

- one (1) rest period at the mid-way point of the first half of the normal hours of work;
- one (1) rest period at the mid-point of the second half of the normal hours of work.

Rest period will be measured from ceasing work to commencement of labour and will be taken at a time determined by the employer.

7.06 The Union may agree that employees on a site who have missed time during the normal scheduled hours of work, Monday through Friday, may work extra hours including Saturdays at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 8 - TERMINATION OF EMPLOYMENT, LAY OFF

8.01 Except in the case of discharge for cause the employer shall give employees two (2) hours notice of lay off with pay on termination. Employment to end at the beginning of the lunch period or at the end of the shift. Employees shall leave the job site immediately upon receiving such notice and after returning all company-owned tools and equipment for which he is responsible and receiving the required clearance.

- 8.02 Employees who are laid off or discharged from the services of the employer shall receive their wages and Unemployment Insurance Record of Employment form on termination if the payroll is made up on the project, otherwise the employer shall mail the Unemployment Insurance Record of Employment form and all monies owed to the employee within three (3) days, exclusive of Saturday, Sunday and designated holidays. If the Record of Employment is of an electronic nature, a printed copy of the Record of Employment must be mailed to the employee within the aforementioned time period. Should the employer fail to comply with the provisions the employee shall receive eight (8) hours pay at his regular rate for each working day he is kept waiting up to a maximum of forty (40) hours pay. An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee shall be advised promptly in writing (copy to Union) by the employer of cause for such dismissal.
- 8.03 Upon commencement of employment where the employee cannot bring his vehicle on the job site, the employer shall provide transportation of tools from job gate to job location and upon the termination of employment the employer shall provide transportation of tools from the job location to the job gate.

ARTICLE 9 – DISCIPLINE

- 9.01 The 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. (Steward to sign only as a witness that the warning was given.) Copy of the 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, illegal work stoppages.

Alcoholism and Drug Addiction:

- 9.02 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the CLRA and its members and the Union agree to co-operate at the site level in encouraging employees afflicted with alcoholism or drug addiction to undergo a co-ordinated program directed to the objective of their rehabilitation.

ARTICLE 10 - OVERTIME

10.01 All time worked in excess of the normal working hours Monday through Friday, shall be paid for at double (2x) the base rate set forth in the Craft Schedule of the workman's Union.

10.02 All work performed on Saturday, Sunday or on a holiday which is not a paid holiday, shall be paid for at double (2x) the regular straight time rate of pay, except where agreed to under Article 7.06.

10.03 All work performed on a designated holiday shall be paid for at double (2x) the regular straight time hourly rate of pay for the time worked plus pay for the holiday if qualified.

10.04 When required to work over two (2) hours overtime beyond the regular eight (8) hours, adequate meals will be supplied by the Company concerned. Meals will be supplied after each further four (4) hours overtime period. Such overtime meals shall be eaten on Company time and are not to exceed one-half (1/2) hour duration per meal period. Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate for the one-half (1/2) hour lunch time and shall be given reasonable time to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

10.05 Where meals cannot be provided, then employees who are required to work more than two (2) hours overtime shall receive a meal allowance as follows:

<u>October 8, 2009</u>	<u>\$16.00 (sixteen dollars)</u>
<u>May 1, 2010</u>	<u>\$18.00 (eighteen dollars)</u>
<u>May 1, 2011</u>	<u>\$20.00 (twenty dollars)</u>

and a regular rest period. The meal allowance shall also apply to employees provided with camp accommodations (room and board).

ARTICLE 11 - SHIFT WORK

- 11.01A In the event that shift work is instituted, such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least three (3) consecutive work days, excluding Saturday, Sunday and designated holidays (the above shall not apply to concrete pours that are scheduled for more than sixteen (16) hours). If three (3) consecutive work days are not worked, then the Article on overtime will apply.
- 11.01B When the Contractor schedules a work week of four (4) ten (10) hour shifts on days, and an evening shift is scheduled, it must also be four (4) ten (10) hour shifts between Monday and Thursday.
- When a Contractor schedules a work week of five (5) eight (8) hour shifts on days and an evening shift is scheduled, it must also be five (5) eight (8) hour shifts between Monday and Friday.
- The Contractor has the flexibility to start the Friday evening shift at an earlier time than the four (4) previous evening shifts in the same week.
- 11.02 Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).
- 11.03 Where employees are receiving a shift differential and who work overtime hours on such shift, they shall continue to receive the shift differential for all such overtime hours but such differential shall not be included in the calculation of overtime.
- 11.04 The employer shall allow a rest period of ten (10) minutes, once at the mid-way point of the first half of the regular scheduled shift and once at the mid-way point of the second half of the regular scheduled shifts.

ARTICLE 12 - WAGES

12.01 Schedule "A", setting forth the hourly rates of pay, is attached hereto and forms part of this Agreement.

ARTICLE 13 - PAY PERIODS

13.01 Employees shall be paid by cheque during the regular working hours on Thursday of each week. Alternatively, the employer has the discretion to pay employees by way of direct deposit or electronic deposit. If Thursday or Friday is a designated holiday, pay will be distributed on Wednesday. Not more than five (5) days pay shall be held back.

13.02 There shall be a clear statement of all earnings and deductions on each employee's payroll slip.

13.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.

13.04 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 (1) day's pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Tuesday through to Friday.

ARTICLE 14 - REPORTING TIME

- 14.01 Any employee, after being hired or referred to the job site upon request by the employer 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 regular rate of wage unless he has been notified before leaving his home not to report, provided he remains on the site for two (2) hours or is released by the employer. Any employee who reports for work and for whom work is provided and commences work shall receive not less than four (4) hours pay. The foregoing provisions shall apply to Saturday, Sunday and designated holidays, at double the straight time rate of pay. 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 other than environmental conditions, or when an employee leaves work of his own accord.
- 14.02 When the employee is prevented from commencing work due to environmental conditions, he shall receive two (2) hours reporting time provided he remains on the project for the two (2) hours or is released by the employer.
- 14.03 The employer shall determine when weather conditions on the job are such that the men shall not work.
- 14.04 Every employee who after the completion of his regular working hours is called out and required to work in an emergency outside regular working hours shall be paid at the applicable overtime rate but not less than four (4) hours straight time.

ARTICLE 15 - VACATION PAY AND HOLIDAY PAY

- 15.01 Vacation and holiday pay allowance shall be paid to each workman in the amount of ten percent (10%) of total wages. Such allowance is to be paid weekly.

ARTICLE 16 - TRAVEL AND BOARD ALLOWANCE

16.01 Travel and board allowance will not be deducted from an employee's pay due to waiting time or inclement weather.

16.02 The employee shall be on the job at the regular starting time and work a full eight (8) hour shift. The employer shall pay a travelling allowance per day worked to all employees who, because of the location of the job site, are required to commute daily to the job from their permanent residence and they shall be reimbursed for their travel expenses by the most direct route normally travelled by a vehicle one (1) way, including tolls, as follows:

Commuting Allowance

0 – 59.9 Kilometres.....	Nil
60 – 79.9 Kilometres.....	\$35.00 (thirty-five dollars)
80 – 99.9 Kilometres.....	\$45.00 (forty-five dollars)

16.03 Board allowance will only apply after the employee has travelled one hundred (100) kilometres as set out in the Commuting Allowance, Article 16.02.

<u>October 8, 2009.....</u>	<u>\$90.00 (ninety dollars)</u> per day worked
<u>May 1, 2010</u>	<u>\$95.00 (ninety-five dollars)</u> per day worked
<u>May 1, 2011</u>	<u>\$100.00 (one hundred dollars)</u> per day worked

16.04 Under certain circumstances, if accommodation cannot be obtained at this rate and no camp arrangements are made, the employer shall pay the full cost of room and board.

16.05 When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided; or when an employee uses his own vehicle at the employer's request he shall be paid a travel allowance per kilometre as follows:

Fifty-two cents (\$0.52) per kilometre

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

ARTICLE 17 - GRIEVANCE & ARBITRATION PROCEDURE

17.01 The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

17.02 Failing prompt resolution, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

ARTICLE 18 - JURISDICTIONAL DISPUTES

18.01 A mark-up will be held with each Contractor not later than the commencement of the Contractor's work on all Industrial plants or projects 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, AFL & CIO. 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 time the Contractor shall present the work assignment on paper to all Parties. The Contractor shall make available detailed drawings of the work in dispute, subject to any written restrictions the owner may have.

18.02 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, which shall be binding on the Parties. 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, R.S. c. 475, s. 1.

ARTICLE 19 - EMPLOYMENT OUTSIDE THE COLLECTIVE AGREEMENT

19.01 Any Union member who goes to work, at the Trade, for an employer who is not bound to this Collective Agreement shall, unless such employment is part of a Union organizing effort, lose his place on the Union out-of-work list. In addition, any such member shall be ineligible for name-hire and shall remain ineligible for name-hire for a period of one (1) year following the date of restoration to the Union list.

ARTICLE 20 - HEALTH & SAFETY

20.01 Employees are required to report any unsafe conditions or unsafe equipment which they observe to the employer.

20.02 Adequate toilet facilities, heated when necessary, shall be provided on all jobs. Same to be kept clean and sanitary at all times. Flush toilets shall be made available where available and if practicable.

20.03 The employer shall provide cool, sanitary drinking water facilities on all jobs, as well as hand cleaner, paper towels and toilet tissue.

20.04 Adequate enclosed quarters, heated when necessary, shall be provided on all jobs for employees to change clothes and eat their lunch. An area of the quarters will be used for no other purpose.

20.05 The employer shall supply approved safety helmets and such other safety equipment as the employee is not required to provide and, when necessary, shall supply rain suits and rubber boots at no charge to the employee. Tools, safety equipment and other attire furnished by the employer shall be the responsibility of the employee, subject to normal wear and tear, and shall be returned on termination of employment or as the employer may require. The cost of any such equipment not returned may be deducted from the employee's wages.

20.06 The employer shall supply, when necessary, acid protective clothing, safety glasses, welding gloves and hat liner at no cost to the employee. The employer shall supply coveralls on repair work.

- 20.07 On abnormally corrosive maintenance, revamp and repair work in which employee's clothing may be abnormally or permanently damaged the employer shall supply the necessary protective clothing or a set of coveralls at no cost to the employee.
- 20.08 Employees and employers shall comply with all applicable provisions of Provincial Health, Sanitation, Safety Laws and Regulations in addition to those rules established by the employer.
- 20.09 The construction, maintenance and operation of camp facilities, if provided at the projects, shall be in compliance with all applicable regulations of the Department of Labour and the Department of Health.
- 20.10 If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, such employee, if entitled to board allowance, shall receive board allowance for the day on which he sustains such accidental injury.

ARTICLE 21 - SHELTER, TOOL, SAFETY, TOOL CRIB

- 21.01 Every employee must have and maintain a proper kit of tools and it shall be the responsibility of the employer or his representative in conjunction with the Job Steward to check the employees' tools to be sure they have, and maintain, the required tools.
- 21.02 At commencement of employment the employee must present to the employer a list of personal tools in his kit. A list of required tools shall be provided by the employer as set forth in Schedule "C".
- 21.03 The employer agrees to furnish a heated, dry, locked facility for the safekeeping of all millwright tools on all jobs; same to be kept locked when Millwrights are not working. Storage of tools must be in such a way as to prevent damage to tool boxes and/or tools.
- 21.04 Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.
- 21.05 Employees' tools damaged or stolen while under the protection of the employer's lock and key shall be replaced, or a sum equivalent to the value of the tools shall be paid by the employer within seven (7) days of proof of loss.

- 21.06 Employees' tools legitimately damaged while performing work for the employer shall be replaced, repaired or a sum equivalent to the value of the tools shall be paid by the employer within seven (7) days of the reported damage. The above applicable provided such damage is not due to any negligence on the part of the employee and that the damaged tool is returned to the employer. Abuse of this provision by employees may result in disciplinary action.
- 21.07 Employees' clothes, if burned in the quarters provided by the employer, shall be replaced to a maximum of one hundred dollars (\$100.00) upon reasonable proof of loss.
- 21.08 When an exclusive millwright tool crib is established a Millwright Journeyman shall be in charge of such crib.

ARTICLE 22 - ACCESS TO PROJECT

- 22.01 Business Representatives of the Union shall have access to all projects or jobs during working hours, but in no case shall their visits interfere with the progress of the work. Whenever regulations prevent access to any project or job the employer will assist the Union Representative in the obtaining of the necessary pass or permission to gain access to the job or project.

ARTICLE 23 - WELDING TEST

- 23.01 Whenever a welding test is required by the employer it is agreed that the employee, while taking such test, shall be in the employ of the employer and such test taken on the employer's time. All Millwrights shall be eligible to be re-tested.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

- 24.01 It is agreed that there shall be no strikes, lockouts, slowdowns, or collective action by either Party during the life of this Agreement.
- 24.02 Participation by an employee or group of employees in an act violating the above provision may be cause for disciplinary action.

ARTICLE 25 - SUB-CONTRACTS

The employer agrees:

- 25.01 That it will incorporate as a term and condition of any sub-contract that the conditions of this Agreement shall be observed by any sub-contractor as though the same formed part of its Collective Agreement with the Union.
- 25.02 To have any such sub-contractor acknowledge in writing that he has notice of this Agreement and that he will abide by the Agreement and Schedules "A", "B" and "C".
- 25.03 For the purpose of this clause, "sub-contractor" shall mean any Contractor who performs work for the employer on the project site or as defined in Schedule "A".

ARTICLE 26 - GENERAL FOREMAN

- 26.01 Where a General Foreman is required then such General Foreman shall be employed from members of the Union when such qualified men are available. Where qualified men are not available the employer may employ a General Foreman elsewhere.

ARTICLE 27 - EMPLOYER DEDUCTIONS AND CONTRIBUTIONS

27.01 Employers bound by this Agreement shall remit monthly to the Administrator of Records before the tenth (10th) day of the month following, the following sums:

JOURNEYMEN

MAJOR INDUSTRIAL WORK – Employer Deductions and Contributions			
	October 8, 2009	May 1, 2010	May 1, 2011
Benefit Plan (Employer Contribution)	\$1.58	\$1.58	\$1.58
Pension Plan (Employer Contribution) This is composed of 18% of Hourly Rate and Vacation & Holiday Allowance	<u>\$6.30</u>	<u>\$6.45</u>	<u>\$6.60</u>
Millwrights Training (Article 31 Union Dues, Article 3.11) (One Cheque)	\$1.35	\$1.35	\$1.35
Industry Improvement Fund	\$0.20	\$0.20	\$0.20
<u>Promotion Fund</u>	<u>\$0.10</u>	\$0.10	\$0.10

ALL OTHER WORK – Employer Deductions and Contributions			
	October 8, 2009	May 1, 2010	May 1, 2011
Benefit Plan (Employer Contribution)	\$1.58	\$1.58	\$1.58
Pension Plan (Employer Contribution) This is composed of 18% of Hourly Rate and Vacation & Holiday Allowance	<u>\$5.83</u>	<u>\$5.98</u>	<u>\$6.13</u>
Millwrights Training (Article 31 Union Dues, Article 3.11) (One Cheque)	\$1.35	\$1.35	\$1.35
Industry Improvement Fund	\$0.20	\$0.20	\$0.20
<u>Promotion Fund</u>	<u>\$0.10</u>	\$0.10	\$0.10

APPRENTICES

MAJOR INDUSTRIAL WORK – Employer Deductions and Contributions				
		October 8, 2009	May 1, 2010	May 1, 2011
Benefit Plan (Employer Contribution)		\$1.58	\$1.58	\$1.58
Pension Plan (Employer Contribution) This is composed of 18% of Hourly Rate and Vacation & Holiday Allowance	1 st Year	<u>\$3.71</u>	<u>\$3.81</u>	<u>\$3.90</u>
	2 nd Year	<u>\$4.36</u>	<u>\$4.46</u>	<u>\$4.58</u>
	3 rd Year	<u>\$5.04</u>	<u>\$5.16</u>	<u>\$5.28</u>
	4 th Year	<u>\$5.66</u>	<u>\$5.79</u>	<u>\$5.93</u>
Millwrights Training (Article 31 Union Dues, Article 3.11) (One Cheque)		\$1.35	\$1.35	\$1.35
Industry Improvement Fund		\$0.20	\$0.20	\$0.20
<u>Promotion Fund</u>		<u>\$0.10</u>	\$0.10	\$0.10

ALL OTHER WORK – Employer Deductions and Contributions				
		October 8, 2009	May 1, 2010	May 1, 2011
Benefit Plan (Employer Contribution)		\$1.58	\$1.58	\$1.58
Pension Plan (Employer Contribution) This is composed of 18% of Hourly Rate and Vacation & Holiday Allowance	1 st Year	<u>\$3.43</u>	<u>\$3.52</u>	<u>\$3.62</u>
	2 nd Year	<u>\$4.03</u>	<u>\$4.13</u>	<u>\$4.24</u>
	3 rd Year	<u>\$4.62</u>	<u>\$4.74</u>	<u>\$4.86</u>
	4 th Year	<u>\$5.26</u>	<u>\$5.40</u>	<u>\$5.53</u>
Millwrights Training (Article 31 Union Dues, Article 3.11) (One Cheque)		\$1.35	\$1.35	\$1.35
Industry Improvement Fund		\$0.20	\$0.20	\$0.20
<u>Promotion Fund</u>		<u>\$0.10</u>	\$0.10	\$0.10

27.02 Remittances for the Benefit Plan, Pension Plan shall be made on forms provided indicating the specific fund breakdown and sent to:

Millwrights Local 1178 Benefit Trust Funds
c/o Manion Wilkins & Associates Ltd.
500-21 Four Season's Place
Etobicoke, ON M9B 0A5

27.03 All employers shall make the required contributions/remittances to the Millwrights Training Fund on the forms provided by the Administrator of the Millwrights Training Fund and shall send the completed forms to:

The Administrator
Millwright Local 1178 Training Fund
P.O. Box 358, 139 Beaufort Street
Stellarton, Nova Scotia B0K 1S0
(902) 752-5692
(902) 755-6244

27.04 All employers shall make the required contributions/remittances to the Industry Improvement Fund 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

27.05 It is agreed that the Parties shall institute a Promotion Fund to be governed and controlled by the Union and that the employer shall contribute and remit ten cents (\$0.10) per hour paid to:

The Administrator
Millwright 1178 Promotion Fund
PO Box 358
139 Beaufort Street
Stellarton, NS B0X 1S0

ARTICLE 27A – BENEFIT BOND

- 27A.01 Before members of Local 1178 are dispatched, to any Employer who has not been a party to the Millwrights Collective Agreement for a minimum of twelve (12) months, such Employer shall provide security for a period of one (1) year in the amount of twenty thousand dollars (\$20,000.00). This twenty thousand dollar (\$20,000.00) security shall be used by the Union in the event of a default of payment by the said Employer of Welfare and/or Pension, Employers, Millwrights, Training, Health & Safety and Industry Improvement Fund contributions as set forth in the aforesaid Collective Agreement. The twenty thousand dollar (\$20,000.00) security shall be returned by the Union to the Employer after thirty (30) days from the expiry of the one (1) year period that the security was provided by the Employer including accumulated interest where the Employer has not defaulted in any payments required for the Welfare, Pension, Employers, Millwrights, Training, Health & Safety and Industry Improvement Fund referred to herein, within the one (1) year period.
- 27A.01A The J.C.C. has the discretion to require the satisfaction of the bond by a payment schedule of not less than five hundred dollars (\$500.00) per month payable in advance until the amount as determined by the J.C.C. When a payment schedule is instituted for a company, the monthly payment may be varied upwards as the Millwright workforce increases, until the full sum required is lodged with the Union. The discretion to grant a payment schedule, and/or to vary such schedule, lies absolutely in the decision of the J.C.C. and is final and in arbitrable.
- 27A.02 During the one (1) year term, when the Employer is in default of any of the Welfare, Pension, Employers, Millwrights, Training, Health & Safety and Industry Improvement Fund payments, the Union shall have the right to cash the security in default of such payments by Employers as provided by this Collective Agreement.

ARTICLE 28 - BENEFIT PLAN

The Parties hereto agree to the Benefit Plan as follows:

- 28.01 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.
- 28.02 The employer shall make contributions in accordance with Article 27.
- 28.03 The Benefit Plan shall be professionally administered and all monies so accrued during a calendar month will be payable not later than the tenth (10th) day of the month following to:
The Millwrights Benefit Plan Trust Fund of Nova Scotia
c/o Manion Wilkins & Associates Ltd.
- 28.04 Each employer shall sign a Participation Agreement as approved by the Trustees.
- 28.05 Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.
- 28.06 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.
- 28.07 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.
- 28.08 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.
- 28.09 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.

ARTICLE 29 - PENSION PLAN

29.01 It is agreed that provisions for a Pension Plan will be implemented under the same conditions as the Benefit Plan. The employer shall make contributions in accordance with Article 27 - Employer Deductions and Contributions and the Trade Appendix to:

Millwrights Local 1178 Benefit Trust Funds

c/o Manion Wilkins & Associates Ltd.

500-21 Four Season's Place

Etobicoke, ON M9B 0A5

ARTICLE 30 - INDUSTRY IMPROVEMENT FUND

30.01 All employers must contribute each month, by the fifteenth (15th) day of the following month, to the Industry Improvement Fund an amount of twenty cents (\$0.20) for each hour paid in that month by any employee covered by this Agreement to:

The Administrator

Industry Improvement Fund

260 Brownlow Avenue, Unit No. 1

Dartmouth, NS B3B 1V9

30.02 This is a Fund that recognizes the importance of collective bargaining and the responsibility of the Parties towards positive labour relations. All employers who are bound by this Agreement through Accreditation, recognize their responsibility to contribute towards the cost of collective bargaining, either by membership in the CLRA or as a result of the principle Quantum Meruit.

30.03 The Parties hereto agree that the arbitration procedures set forth in this Collective Agreement may be used for the collection of delinquent accounts with respect to contributions required 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.

30.04 It is agreed that provisions for an increase in the IIF may be implemented if so desired by the CLRA, provided the Union is given sixty (60) days notice of such change.

ARTICLE 31 - MILLWRIGHTS TRAINING FUND AND
UBC MILLWRIGHTS LABOUR-MANAGEMENT
INDUSTRY PROMOTION FUND

31.01 Employers and employees both recognize the need and benefits derived from training and promotion in new techniques of the industry. It is therefore imperative that a program of training and promotion be provided for all members of Millwright Local 1178. The Parties have instituted a Training Trust Fund and the employer shall contribute and remit one dollar thirty-five cents (\$1.35) as set forth in Schedule "A" for each hour paid to:

The Administrator

Millwright Local 1178 Training Fund
P.O. Box 358, 139 Beaufort Street
Stellarton, Nova Scotia
B0K 1S0

31.02 It is agreed that the training and Trust fund shall be jointly trusted by the parties. The fund shall be subject to audit and the Union and the CLRA shall each be provided with an annual accounting of the training fund. In the event that the fund is not being utilized to the satisfaction of either the Union or the CLRA, then either the Union or the CLRA may cancel the program upon sixty (60) days notice. In the event of such cancellation, twenty-five cents (\$0.25) will go back to the employer and the balance will revert to the employee.

31.03 In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$0.10) per hour worked for each millwright employee covered by this agreement to the UBC Millwrights Labour-Management Industry Promotion Fund ("Millwright Fund").

Please note, the ten cents (\$0.10) has been deducted from the employee's wage package, therefore if the fund should cease to exist, the ten cents (\$0.10) would revert back to the employee wage package.

Payment shall be made to the *Millwright Fund* or to such collection agent as is designated by the Millwright Fund on or before the 20th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreement and Declaration of Trust for the Millwright Fund as it exists and as it may be amended restated, and to such rules, regulations or other governing documents adopted pursuant to such Trust.

Remittance address:

Millwrights Local 1178
PO Box 358
Stellarton, NS B0K 1S0

ARTICLE 32 - DURATION

32.01 All articles of this Agreement and Appendices hereto shall remain in full force and effect until and including the termination date of April 30th, 2012, and from year to year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than thirty (30) days prior to April 30th, 2012 or April 30th in any subsequent year, of the party's desire to change, add to or amend this Agreement. In the event no such notice is given by either party, this Agreement will remain in effect from year to year.

32.02 Also, the Provincial Minister of Labour shall be notified of any changes whatsoever of this Agreement according to the Trade Union Act of the Province of Nova Scotia.

ARTICLE 33 - SIGNATORIES

Signed on behalf of the Parties to this Agreement and dated this _____ day of _____, 2009.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

**THE MILLWRIGHTS AND
MACHINE ERECTORS LOCAL
UNION 1178**

WITNESS

SCHEDULE "A"

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

- AND -

THE MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178

(hereinafter referred to as the "Union")

MILLWRIGHT JOURNEYMEN WAGE RATES

MAJOR INDUSTRIAL WORK

Date	Base Rate	V & H (10%)	Pension (18%)	Benefit	Training	IIF	Promo Fund	Package
October 8, 2009	<u>\$31.83</u>	<u>\$3.18</u>	<u>\$6.30</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$44.54</u>
May 1, 2010	<u>\$32.60</u>	<u>\$3.26</u>	<u>\$6.45</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$45.54</u>
May 1, 2011	<u>\$33.37</u>	<u>\$3.34</u>	<u>\$6.60</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$46.54</u>

*Note Pension Contributions are paid on the total of base rate and V&H pay.

ALL OTHER WORK

Date	Base Rate	V & H (10%)	Pension (18%)	Benefit	Training	IIF	Promo Fund	Package
October 8, 2009	<u>\$29.43</u>	<u>\$2.94</u>	<u>\$5.83</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	\$41.43
May 1, 2010	<u>\$30.20</u>	<u>\$3.02</u>	<u>\$5.98</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	\$42.43
May 1, 2011	<u>\$30.97</u>	<u>\$3.10</u>	<u>\$6.13</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	\$43.43

*Note Pension Contributions are paid on the total of base rate and V&H pay.

MILLWRIGHT APPRENTICE WAGE RATES

MAJOR INDUSTRIAL WORK

	Base Rate	V & H (10%)	Pension (18%)	Benefit	Training	IIF	Promo Fund	Package
Effective: October 8, 2009								
1st Year	<u>\$18.77</u>	<u>\$1.88</u>	<u>\$3.71</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$27.59</u>
2nd Year	<u>\$22.03</u>	<u>\$2.20</u>	<u>\$4.36</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$31.82</u>
3rd Year	<u>\$25.45</u>	<u>\$2.54</u>	<u>\$5.04</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$36.26</u>
4th Year	<u>\$28.57</u>	<u>\$2.86</u>	<u>\$5.66</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$40.32</u>
Effective: May 1, 2010								
1st Year	<u>\$19.23</u>	<u>\$1.92</u>	<u>\$3.81</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$28.19</u>
2nd Year	<u>\$22.57</u>	<u>\$2.26</u>	<u>\$4.46</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$32.52</u>
3rd Year	<u>\$26.06</u>	<u>\$2.61</u>	<u>\$5.16</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$37.06</u>
4th Year	<u>\$29.27</u>	<u>\$2.93</u>	<u>\$5.79</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$41.22</u>
Effective: May 1, 2011								
1st Year	<u>\$19.69</u>	<u>\$1.97</u>	<u>\$3.90</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$28.79</u>
2nd Year	<u>\$23.10</u>	<u>\$2.31</u>	<u>\$4.58</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$33.22</u>
3rd Year	<u>\$26.68</u>	<u>\$2.67</u>	<u>\$5.28</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$37.86</u>
4th Year	<u>\$29.96</u>	<u>\$3.00</u>	<u>\$5.93</u>	\$1.58	\$1.35	\$0.20	\$0.10	<u>\$42.12</u>

MILLWRIGHT APPRENTICE WAGE RATES

ALL OTHER WORK

	Base Rate	V & H (10%)	Pension (18%)	Benefit	Training	IIF	Promo Fund	Package
Effective: October 8, 2009								
1st Year	<u>\$17.32</u>	<u>\$1.73</u>	<u>\$3.43</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$25.71</u>
2nd Year	<u>\$20.35</u>	<u>\$2.03</u>	<u>\$4.03</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$29.64</u>
3rd Year	<u>\$23.34</u>	<u>\$2.33</u>	<u>\$4.62</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$33.52</u>
4th Year	<u>\$26.57</u>	<u>\$2.66</u>	<u>\$5.26</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$37.72</u>
Effective: May 1, 2010								
1st Year	<u>\$17.78</u>	<u>\$1.78</u>	<u>\$3.52</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$26.31</u>
2nd Year	<u>\$20.89</u>	<u>\$2.09</u>	<u>\$4.13</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$30.34</u>
3rd Year	<u>\$23.95</u>	<u>\$2.40</u>	<u>\$4.74</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$34.32</u>
4th Year	<u>\$27.26</u>	<u>\$2.73</u>	<u>\$5.40</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$38.62</u>
Effective: May 1, 2011								
1st Year	<u>\$18.24</u>	<u>\$1.82</u>	<u>\$3.62</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$26.91</u>
2nd Year	<u>\$21.43</u>	<u>\$2.14</u>	<u>\$4.24</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$31.04</u>
3rd Year	<u>\$24.57</u>	<u>\$2.46</u>	<u>\$4.86</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$35.12</u>
4th Year	<u>\$27.96</u>	<u>\$2.80</u>	<u>\$5.53</u>	\$1.58	\$1.35	\$0.20	<u>\$0.10</u>	<u>\$39.52</u>

The employer shall maintain a ratio of one apprentice to three journeymen (1:3).

The ratio of Apprentices to Journeymen shall not exceed 1:3, unless so agreed by the Union.

FOREMEN PREMIUMS

October 8, 2009.....Three dollars (\$3.00)

Millwrights will, as a general rule, not be required to take directions in reference to the work being performed, or to be performed, other than from their Millwright Foreman or Millwright Sub-Foreman.

The above Foreman's premium is a minimum premium.

Supervision will be as follows:

- from three to six employees, one working foreman
- from seven to ten employees, one non-working foreman. One of the first three employees will be a working foreman and when a crew exceeds six employees, there shall be a non-working foreman.
- After 10 employees, the format repeats

MAJOR INDUSTRIAL PROJECTS

Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of facilities such as those listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hour and material) in excess of fifty million dollars (\$50,000,000.00).

- | | |
|-----------------------------------|------------------------------------|
| - Pulp Mills | - Oil Refineries |
| - Paper Mills | - Gas Refineries |
| - Automobile Manufacturing Plants | - Rubber Plants (such as Michelin) |
| - Steel Mills | - Ore Reduction Plants |
| - Power Generating Projects | - Petro-Chemical Plans |

It is understood and agreed that the total construction value (man hours and materials), (above) refers to the overall value of the project in question. Accordingly, the fact that a project is broken down into phases or tenders which may, individually, have a construction value (man hours and materials) of less than fifty million dollars (\$50,000,000) will not serve to take the project out of the Major Industrial Projects definition if the total construction value (man hours and materials) of the project is in excess of fifty million dollars (\$50,000,000).

DESIGNATED HOLIDAYS:

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.

Employees required to work on any Designated Holiday shall be paid in accordance with the overtime provisions in Article 9, for all hours worked at the request of the employer.

CALENDAR YEAR 2009	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Victoria Day	Monday May 18, 2009	Same
Canada Day	Wednesday July 1, 2009	Same
Labour Day	Monday September 7, 2009	Same
Thanksgiving Day	Monday October 12, 2009	Same
Remembrance Day	Wednesday November 11, 2009	Same
Christmas Day	Friday December 25, 2009	Same
Boxing Day	Saturday December 26, 2009	Monday December 28, 2009
CALENDAR YEAR 2010	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2010	Same
Good Friday	Friday April 2, 2010	Same
Victoria Day	Monday May 24, 2010	Same
Canada Day	Thursday July 1, 2010	Same
Labour Day	Monday September 6, 2010	Same
Thanksgiving Day	Monday October 11, 2010	Same
Remembrance Day	Thursday November 11, 2010	Same
Christmas Day	Saturday December 25, 2010	Monday December 27, 2010
Boxing Day	Sunday December 26, 2010	Tuesday December 28, 2010
CALENDAR YEAR 2011	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Saturday January 1, 2011	Monday January 3, 2011
Good Friday	Friday April 22, 2011	Same
Victoria Day	Monday May 23, 2011	Same
Canada Day	Friday July 1, 2011	Same
Labour Day	Monday September 5, 2011	Same
Thanksgiving Day	Monday October 10, 2011	Same
Remembrance Day	Friday November 11, 2011	Same
Christmas Day	Sunday December 25, 2011	Monday December 26, 2011
Boxing Day	Monday December 26, 2011	Tuesday December 27, 2011
CALENDAR YEAR 2012	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Sunday January 1, 2012	Monday January 2, 2012
Good Friday	Friday April 6, 2012	Same

SHIFT WORK:

When the employer finds it necessary to work shift work the employees shall be paid at the following rates:

- The first shift shall be paid at straight time.
- Afternoon and night shifts shall be paid a premium of fifteen percent (15%), provided that such premium does not attract overtime and applies to base rate only.

LEAVE OF ABSENCE:

The employer shall allow two (2) designated members of the Union leave of absence without pay to attend official Union conventions and/or negotiations, provided the employee is not involved in work of a critical nature.

TOOLS:

Employees shall have five (5) minutes before Noon, ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The applicable working conditions shall be in accordance with this Collective Agreement and this Schedule. A minimum list of required tools shall be provided by the employee as set forth in Schedule "C".

SCHEDULE "B" INTERPRETATION

The following definitions apply wherever the defined terms are used in the Agreement attached hereto:

- CLRA:** means the Nova Scotia Construction Labour Relations Association Limited.
- BUSINESS AGENT:** means the official duly appointed by Local Union 1178 whose duties are to represent the Union in matters relating to this Agreement.
- EMPLOYEE:** means a person working as a Millwright, Millwright Foreman, Millwright Sub-Foreman, Millwright Apprentice or Millwright Welder for an employer on any job in the areas defined in this Agreement.
- EMPLOYER:** is a Contractor who employs bargaining unit employees as per Article 2.01 of this Collective Agreement.
- JOB:** means an individual construction project or operation undertaken by contract between an employer and an owner, or between two (2) or more members of the CLRA on behalf of an owner and requiring the services of Millwrights, Millwright Foremen, Millwright Sub-Foremen, Millwright Apprentices or Millwright Welders.
- STEWARD:** means an employee duly appointed under Article 5 of the Agreement and authorized to represent all the employees working on a job who fall within the scope of this Agreement and to speak for them on matters pertaining to this Agreement.
- SUPERINTENDENT:** means the duly appointed official of the employer who has on-the-job authority for the progress of the work.
- UNION:** means the Millwrights and Machine Erectors Local Union 1178, Chartered by United Brotherhood of Carpenters and Joiners of America and affiliated with the Building and Construction Trades Department AFL-CIO.

SCHEDULE "C"

TOOL LIST:

The following list of tools is the minimum amount to be supplied by the Millwright as a condition of employment:

- 1 - 6" minimum millwright level
- 1 - 50' steel tape
- 1 - 16' steel tape
- 1 - micrometer 0 - 1"
- 1 - set of feeler gauges .0015 - .035
- 1 - plumb bob
- 1 - set punches & chisels
- 1 - pair of combination pliers
- 1 - pair side cutters
- 1 - pair tin snips
- 1 - adjustable wrench 12"
- 1 - set allen wrenches to 1/2"
- 1 - set 1/2" drive sockets to 1 1/4"
- 2 - ball peen hammers
- 1 - hack saw
- 1 - divider 6"
- 1 - vice grip pliers
- 1 - soft face hammer
- 1 - scriber
- 1 - 12" full combination precision square
- 1 - 6" inside caliper
- 1 - 6" outside caliper
- 1 - pry bar
- 1 - set assorted screwdrivers
- 1 - set combination wrenches to 1 1/4"
- tool boxes

SCHEDULE "D"

A Small Job is defined as a Project where eighty-five percent (85%) of work is Millwright Trade work, and the total Millwright Trade cost of all man hours and materials (excluding equipment) is five hundred thousand dollars (\$500,000.00)* or less. On Small Jobs the following conditions shall, upon the approval of the Business Manager, apply:

- (1) The Base Rate shall be ninety percent (90%) of the prevailing Journeyman or Apprentice rate (whichever is applicable) set out in Schedule "A". All payments to Benefit, Pension, Training and I.I.F. Funds shall be as set out in Schedule "A".
- (2) The Business Manager may, at his discretion, further reduce the hourly rate for a Small Job should the circumstances so require.
- (3) All overtime shall be payable at one-and-one half times (1 ½ x) the rate, except for hours worked on Sundays and Holidays which shall be payable at double time (2 x).
- (4) Every reasonable effort shall be made to minimize Travel and/or Board costs payable on Small Jobs. Accordingly, all manpower supplied by the Union shall be dispatched with priority being given to those (qualified) members of the Union residing in closest proximity to the job site.
- (5) Except as specifically varied by the terms of this Schedule, the terms and conditions of the Millwright Agreement - Province of Nova Scotia, (to which this Schedule is attached, and of which it is a part), shall apply to work on Small Jobs.

* This figure is to be reviewed every six (6) months and may be adjusted to secure the desired market share.

MAINLAND MILLWRIGHT TRADE CLASSIFICATION

- A.B. Mechanical
- A. & G. Crane Rentals Limited
- Adam Clarke Company Ltd.
- Apex Industries Inc.
- Atlantica Mechanical Contractors Inc.
- B.I.D. Canada Ltd.
- Black & McDonald Limited
- Comstock Canada Ltd.
- G.J. Cahill & Co. (1979) Ltd.
- KAMTECH Services Inc.
- Marid Industries Limited
- Sunny Corner Enterprises Inc.
- The State Group Inc.
- Western Plumbing & Heating Ltd.