

APPENDIX NO. 7 - MILLWRIGHTS - COMMERCIAL

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")

PURPOSE:

The purpose of this Appendix 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 Appendix shall apply to Commercial work on Cape Breton Island. Where there is a conflict between the terms of this Appendix and the body of the Agreement, the Appendix shall apply.

RECOGNITION:

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 in the Province of Nova Scotia.

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.

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. 428 dated April 5, 1977, covering Cape Breton Island.

UNION SECURITY:

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.

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 the Union after discussion with the employer.

When an employer in a Trade Classification has work to be performed that is normally carried out by another Trade Classification, then the employees required to do the work shall be hired from the Union that normally supplied men in the other Trade Classification.

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.

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.

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.

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.

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 employees, collect them when signed, retain the Check-off authorizations and forward them to the Union's proper mailing address.

Empowered by the authorization forms signed by each employee, the employer agrees to deduct the amount certified by the Union as an initiation fee.

The amount so deducted shall be remitted by the employer to the Union by the second (2nd) week of each month, together with a list of all employees on whose behalf such deductions of dues or initiation fees have been made.

SUPPLEMENTARY UNION DUES CHECK-OFF:

The employer shall deduct supplementary Union Dues in the amount of twenty-five cents (\$0.25) per hour worked plus four percent (4.0%) of the gross wages of the employee, excluding any allowance paid for room and board.

The employer shall remit such deductions for Union Dues along with deductions for the Millwright Training Fund in a separate cheque not later than the fifteenth (15th) day of the month following the month of earnings by the employees to:

Financial Secretary
Millwright Local 1178 Training Fund
PO Box 358
Stellarton, Nova Scotia
B0K 1S0

The employer shall identify the individual funds on a summary sheet.

The Union Dues Check-off monies will be administered by Millwright Local Union 1178.

DISCRIMINATION:

The Unions agree that membership will be granted to all employees under the same terms and conditions that prevail in the Union.

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.

The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

STEWARD:

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.

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.

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.

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.

Subject to all other items and conditions of this Agreement the Job Steward shall be the third (3rd) last man remaining on the job, providing his performance as a Journeyman Millwright is adequate.

MANAGEMENT RIGHTS:

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 Appendix. The employer agrees that these functions will be exercised in a manner that will not conflict with this Appendix.

NORMAL HOURS OF WORK:

The normal work day is defined as the twenty-four (24) hour period beginning at 12:00 Midnight.

A regular working week consists of not more than forty (40) hours of work to be performed during regular shift period. A regular work period consisting of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week (exclusive of the vacation period and designated holidays as set out in Schedule "A" attached hereto), between the hours of 8:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch which is to be taken between the hours of 12:00 Noon and 12:30 p.m. Should expediency require the conditions contained herein may be changed by mutual agreement of the Parties hereto. Ten (10) minute break periods will be allowed once during the mid-way point of the first half of the shift and once during the mid-way point of the second half of the shift at the place designated by the employer.

When an employee is deployed from one (1) shift to another then such shift work shall be considered overtime unless instituted for three (3) consecutive days or more.

TERMINATION OF EMPLOYMENT, LAY OFF:

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.

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. 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.

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.

OVERTIME:

All hours worked in excess of the normal work hours, Monday through Friday, or all hours worked on Saturday, Sunday or designated holidays, shall be paid at double (2x) the straight time rate of pay.

Overtime shall be divided equally among employees who are qualified to perform the work that is available and who are engaged in similar type work on the same job of the employer on the site.

An employee who has been called back to work without eight (8) hours off shall be paid applicable overtime rates.

An employee shall normally be given two (2) hours notice of all overtime, provided the employee is to be involved in such work.

If the employer schedules two (2) hours overtime, the employee shall be granted a ten (10) minute break at the end of the regular shift.

Meals:

Employees required to work more than two (2) hours overtime continuous with a normal day or shift shall have adequate meals supplied, and at four (4) hour intervals thereafter. Where such meals are not supplied, an allowance of twenty-five dollars (\$25.00) per meal will be paid. When employees are notified the previous day that overtime work is required, or when scheduled overtime is in effect, they shall bring their first overtime meal.

SHIFT WORK:

When shift work is in operation, hourly rated employees employed on the second shift and/or those employed on the third shift shall be paid a shift differential in accordance with wages set out in Schedule "A".

When an employee is deployed from one (1) shift to another then such shift work shall be considered overtime unless instituted for three (3) consecutive days or more.

Should an afternoon and/or night shift be required, it shall consist of eight (8) hours work at the regular rate plus a premium of fifteen percent (15%) per hour for every hour worked.

Should a day, afternoon and night shift be required; the day shift shall consist of eight (8) hours work at the regular rate of pay.

The afternoon shift shall consist of seven and one-half (7 1/2) hours work at the regular rate of pay plus a premium of fifteen percent (15%) per hour for every hour worked. Overtime shall apply after seven and one-half (7 1/2) hours worked.

The night shift shall consist of seven (7) hours work at the regular rate of pay plus a premium of fifteen percent (15%) per hour for every hour worked. Overtime shall apply after seven (7) hours worked.

WAGES:

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

PAY PERIODS:

The employer has the option to pay by electronic bank deposit. Employees shall be paid by cheque during the regular working hours on Thursday of each week. 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.

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

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

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

REPORTING TIME:

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 (2x) 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.

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.

The employer shall determine when weather conditions on the job are such that the men shall not work.

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.

VACATION PAY AND HOLIDAY PAY:

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.

TRAVEL AND BOARD ALLOWANCE:

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

If an employee is required and reports for work on Saturday or Sunday and the following Monday and works the full shifts except due to inclement weather, he shall receive room and board allowance for seven (7) days worked.

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 - 39.9 km	Nil
40 - 64.9 km	\$0.52 per km
65 +	Board Allowance

Board allowance will only apply after the employee has travelled sixty-five (65) kilometres as set out in the Commuting Allowance Table above.

Room and Board Allowance

	July 1, 2008	July 1, 2009	July 1, 2010
5 X 8	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>
4 X 10	<u>\$93.75</u>	<u>\$100.00</u>	<u>\$106.25</u>

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.

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.

GRIEVANCE PROCEDURE:

It is the desire of all Parties to this Appendix that complaints of the employees or employer regarding alleged violations of this Appendix shall be adjusted as quickly as possible.

Any matters arising out of the interpretation or administration of this Appendix may constitute a grievance and shall be settled in accordance with this Article.

Such matter constituting a grievance must be processed as per *Step 1* (excepting employer grievances which may be directly referred by the employer to the Business Agent at *Step 2*) herein, within three (3) working days of the initial occurrence of the event giving rise to the grievance.

Step 1: Therefore, it is agreed that no complaint or grievance exists until the Superintendent or senior official of the employer at the job site has had an opportunity to adjust it with the help of the Steward and/or Business Agent.

Step 2: If any complaint as to the violation of this Appendix has not been settled within two (2) working days after the Superintendent has been notified of the complaint, it shall be referred to the employer and to the Business Agent.

Step 3: Should the employer and the Business Agent fail to settle the grievance within five (5) working days (in the case of a Union grievance the five (5) working days shall be from the time of notification to the Superintendent as provided for in Steps 1 and 2), it shall be produced in writing and referred to the Nova Scotia Construction Labour Relations Association Limited, representatives of which shall meet with the Union Grievance Committee within three (3) working days of the date of receipt of the grievance.

The grievance shall not be carried further unless within three (3) working days of the meeting referred to in Clause 3 hereof either Party submits the grievance to arbitration as provided herein.

Any grievance may be referred directly to the Arbitrator without going through regular grievances procedure, providing both Parties to this Appendix consent to such action.

ARBITRATION:

When either Party requests that a complaint as to violation of this Appendix be submitted to arbitration, it shall make such a request in writing addressed to the other Party to this Appendix. The Parties then shall have three (3) working days to agree upon an Arbitrator and, failing agreement, one (1) may be appointed by the Minister of Labour on the application of either Party.

The Arbitrator shall hold a Hearing within four (4) working days after the grievance is submitted to him and shall render his decision to the Parties within three (3) working days after the completion of the Hearing.

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Appendix, nor to alter, modify or amend any part of this Appendix, nor to recommend alterations, modifications or amendments to any part of this Appendix, provided, however, the Arbitrator may alter any discipline imposed by the employer, including altering a discharge to a suspension if he deems it just in the circumstances.

The decision of the Arbitrator shall be final and binding on the Parties hereto.

Any grievance may be referred directly to the Arbitrator without going through regular grievance procedure, providing both Parties to this Appendix consent to such action.

Each of the Parties hereto will jointly bear the expenses of the Arbitrator.

JURISDICTIONAL DISPUTES:

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.

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, Chapter 311, R.S.N.S., 1967 amended.

EMPLOYMENT OUTSIDE THE COLLECTIVE AGREEMENT:

Any Union member who goes to work, at the Trade, for an employer who is not bound to this Appendix 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.

HEALTH & SAFETY:

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

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.

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

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.

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.

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.

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.

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.

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.

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.

SHELTER, TOOL SAFETY, TOOL CRIB:

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.

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 "B".

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.

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

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.

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.

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.

When an exclusive Millwright tool crib is established, a Millwright Journeyman shall be in charge of such crib.

ACCESS TO PROJECT:

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.

WELDING TEST:

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.

NO STRIKE - NO LOCKOUT:

It is agreed that there shall be no strikes, lockouts, slowdowns, or collective action by either Party during the life of this Appendix.

Participation by an employee or group of employees in an act violating the above provision may be cause for disciplinary action.

SUB-CONTRACTS:

The employer agrees:

That it will incorporate as a term and condition of any sub-contract that the conditions of this Appendix shall be observed by any sub-contractor as though the same formed part of its Collective Agreement with the Union.

To have any such sub-contractor acknowledge in writing that he has notice of this Appendix and that he will abide by the Appendix and Schedules "A" and "B".

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".

GENERAL FOREMAN:

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.

EMPLOYER DEDUCTIONS AND CONTRIBUTIONS:

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

Employer Deductions & Contributions

Benefit Plan \$1.58 per hour paid
(*Employer Contribution*)

Pension Plan 18% of total base rate and vacation pay per hour paid
(*Employer Contribution*)

Millwrights Training Fund \$1.35 per hour paid

Consolidated Fund..... \$0.72 per hour paid

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

Manion Wilkins & Associates Ltd.
222 Rowntree Dairy Road, Unit #4 (3rd Floor)
Woodbridge, ON L4L 9T2

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

The Administrator
Millwright Local 1178 Training Fund
P.O. Box 358, 4 Beaufort Avenue
Stellarton, NS
B0K 1S0

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

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

BENEFIT PLAN:

The Parties hereto agree to the Benefit Plan as follows:

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.

The employer shall make contributions in accordance with the Employer Deductions and Contributions Article.

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.
222 Rowntree Dairy Road, Unit #4 (3rd Floor)
Woodbridge, ON L4L 9T2

Each employer shall sign a Participation Agreement as approved by the Trustees.

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.

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.

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.

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 Appendix 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.

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.

PENSION PLAN:

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, as indicated in the wage tables, in accordance with Article - Employer Deductions and Contributions and the Trade Appendix to:

The Millwrights Local 1178 Pension Plan
c/o Manion Wilkins & Associates Ltd.
222 Rowntree Dairy Road, Unit #4 (3rd Floor)
Woodbridge, ON L4L 9T2

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

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

MILLWRIGHTS TRAINING FUND:

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 & Promotion Fund and the employer shall contribute and remit one dollar thirty-five cents (\$1.35) per hour paid as set forth in Schedule "A" to:

The Administrator
Millwright Local 1178 Training Fund
P.O. Box 358, 4 Beaufort Avenue
Stellarton, NS
B0K 1S0

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

IAN MACISAAC

GREIG MACLEOD

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")

MILLWRIGHTS JOURNEYMAN							
Effective Date	Hourly Rate	V & H 10%	Pension 18%	Benefit	Training	Consol. Fund	Total Pkg
July 1, 2008	<u>\$28.00</u>	<u>\$2.80</u>	<u>\$5.54</u>	\$1.58	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$39.99</u>
July 1, 2009 *	<u>\$28.96</u>	<u>\$2.90</u>	<u>\$5.73</u>	\$1.58	\$1.35	\$0.72	<u>\$41.24</u>
July 1, 2010 *	<u>\$29.92</u>	<u>\$2.99</u>	<u>\$5.93</u>	\$1.58	\$1.35	\$0.72	<u>\$42.49</u>

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

Pension = 18% of Total Base Rate and Vacation & Holiday

APPRENTICE WAGE RATES:

MILLWRIGHT - APPRENTICES WAGE RATES								
		Hourly Rate	V & H 10%	Pension 18%	Benefit	Training	Consol. Fund	Total Pkg
Effective Date: July 1, 2008								
1st Year	60%	<u>\$16.34</u>	<u>\$1.63</u>	<u>\$3.23</u>	\$1.58	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$24.85</u>
2nd Year	70%	<u>\$19.25</u>	<u>\$1.93</u>	<u>\$3.81</u>	\$1.58	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$28.64</u>
3rd Year	80%	<u>\$22.12</u>	<u>\$2.21</u>	<u>\$4.38</u>	\$1.58	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$32.36</u>
4th Year	90%	<u>\$25.10</u>	<u>\$2.51</u>	<u>\$4.97</u>	\$1.58	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$36.23</u>
Effective Date: July 1, 2009 *								
1st Year	60%	<u>\$16.91</u>	<u>\$1.69</u>	<u>\$3.35</u>	\$1.58	\$1.35	\$0.72	<u>\$25.60</u>
2nd Year	70%	<u>\$19.93</u>	<u>\$1.99</u>	<u>\$3.95</u>	\$1.58	\$1.35	\$0.72	<u>\$29.52</u>
3rd Year	80%	<u>\$22.89</u>	<u>\$2.29</u>	<u>\$4.53</u>	\$1.58	\$1.35	\$0.72	<u>\$33.36</u>
4th Year	90%	<u>\$25.97</u>	<u>\$2.60</u>	<u>\$5.14</u>	\$1.58	\$1.35	\$0.72	<u>\$37.36</u>
Effective Date: July 1, 2010 *								
1st Year	60%	<u>\$17.49</u>	<u>\$1.75</u>	<u>\$3.46</u>	\$1.58	\$1.35	\$0.72	<u>\$26.35</u>
2nd Year	70%	<u>\$20.61</u>	<u>\$2.06</u>	<u>\$4.08</u>	\$1.58	\$1.35	\$0.72	<u>\$30.40</u>
3rd Year	80%	<u>\$23.66</u>	<u>\$2.37</u>	<u>\$4.68</u>	\$1.58	\$1.35	\$0.72	<u>\$34.36</u>
4th Year	90%	<u>\$26.84</u>	<u>\$2.68</u>	<u>\$5.32</u>	\$1.58	\$1.35	\$0.72	<u>\$38.49</u>

* For years 2009 & 2010, journeyman increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.
Pension = 18% of Total Base Rate and Vacation & Holiday

The employer shall maintain a ratio of one (1) Apprentice to three (3) Journeymen (1:3).
The ratio of Apprentices to Journeymen shall not exceed 1:3, unless so agreed by the Union.

FOREMEN

From three to six (3 - 6) employeesone (1) working Foreman
From seven to ten (7 - 10) employees.....one (1) non-working Foreman

FOREMAN PREMIUM:

A minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance

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.

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 the OVERTIME Article, for all hours worked at the request of the employer.

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 Appendix and this Schedule. A minimum list of required tools shall be provided by the employee as set forth in Schedule "B".

SCHEDULE "B"**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 - 6" outside caliper
- 2 - ball peen hammers
- 1 - adjustable wrench 12"
- 1 - set allen wrenches to 1/2"
- 1 - set combination wrenches to 1 1/4"
- 1 - hack saw
- 1 - divider 6"
- 1 - vice grip pliers
- 1 - soft face hammer
- 1 - scribe
- 1 - 12" full combination precision square
- 1 - pry bar
- 1 - set assorted screwdrivers
- 1 - set 1/2" drive sockets to 1 1/4"
- tool boxes

SCHEDULE "C"

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 apply:

- 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 Consolidated Fund shall be as set out in Schedule A.
- The Business Manager may, at his discretion, further reduce the hourly rate for a Small Job should the circumstances so require.
- All overtime shall be payable at one-and-one half times (1½x) the rate, except for hours worked on Sundays and Holidays which shall be payable at double time (2x).
- 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.
- 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.