

APPENDIX NO. 7 - MILLWRIGHTS - INDUSTRIAL

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

- AND -

MILLWRIGHTS & MACHINE ERECTORS, LOCAL UNION 1178
 (hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/08 - June 30/11

MILLWRIGHTS JOURNEYMAN								
Effective Date	Hourly Rate	V & H 10%	Pension 18%	Benefit	Promo.	Training	Consol. Fund	Total Pkg
July 1, 2008	\$32.40	\$3.24	\$6.42	\$1.58	\$0.10	\$1.35	\$0.72	\$45.81
July 1, 2009 *	\$33.36	\$3.34	\$6.61	\$1.58	\$0.10	\$1.35	\$0.72	\$47.06
July 1, 2010 *	\$34.35	\$3.43	\$6.80	\$1.58	\$0.10	\$1.35	\$0.72	\$48.33

* 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

In addition to the above hourly rates the employer shall pay the amounts set out in the Pension and Benefit Plans, Millwright Local 1178 Promotion Fund, Training Fund and Consolidated Fund of this Appendix.

SUPERVISION:

Foreman Premium.....a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance

From 3 - 6 employees1 working Foreman

From 7 - 10 employees1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foremen - 1 General Foreman. Rate to be determined between employer and employee.

Amendment #9 – CPI – July 1, 2010

APPRENTICES:**NOTE: Wage Rates Effective July 1/08 - June 30/11**

MILLWRIGHT - APPRENTICES WAGE RATES									
		Hourly Rate	V & H 10%	Pension 18%	Benefit	Promo	Training	Consol. Fund	Total Pkg
Effective Date: July 1, 2008									
1st Year	60%	<u>\$18.93</u>	<u>\$1.89</u>	<u>\$3.75</u>	\$1.58	\$0.10	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$28.32</u>
2nd Year	70%	<u>\$22.09</u>	<u>\$2.21</u>	<u>\$4.37</u>	\$1.58	\$0.10	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$32.42</u>
3rd Year	80%	<u>\$25.64</u>	<u>\$2.56</u>	<u>\$5.08</u>	\$1.58	\$0.10	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$37.03</u>
4th Year	90%	<u>\$28.07</u>	<u>\$2.81</u>	<u>\$5.56</u>	\$1.58	\$0.10	<u>\$1.35</u>	<u>\$0.72</u>	<u>\$40.19</u>
Effective Date: July 1, 2009 *									
1st Year	60%	<u>\$19.51</u>	<u>\$1.95</u>	<u>\$3.86</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$29.07</u>
2nd Year	70%	<u>\$22.76</u>	<u>\$2.28</u>	<u>\$4.51</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$33.30</u>
3rd Year	80%	<u>\$26.41</u>	<u>\$2.64</u>	<u>\$5.23</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$38.03</u>
4th Year	90%	<u>\$28.94</u>	<u>\$2.90</u>	<u>\$5.73</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$41.32</u>
Effective Date: July 1, 2010 *									
1st Year	60%	<u>\$20.09</u>	<u>\$2.01</u>	<u>\$3.98</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$29.83</u>
2nd Year	70%	<u>\$23.45</u>	<u>\$2.35</u>	<u>\$4.64</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$34.19</u>
3rd Year	80%	<u>\$27.20</u>	<u>\$2.72</u>	<u>\$5.38</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$39.05</u>
4th Year	90%	<u>\$29.83</u>	<u>\$2.98</u>	<u>\$5.90</u>	\$1.58	\$0.10	\$1.35	\$0.72	<u>\$42.46</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

Ratio: One (1) Apprentice to every three (3) Journeymen (1:3).

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple 60%, 70%, 80%, 90% of the Millwright Journeymen's hourly rate.

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HIRING:

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.

SHIFT DIFFERENTIAL:

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

TOOL CRIB:

In the event that the employer considers it necessary to set up an independent Millwright tool crib on the site, the Millwrights shall have jurisdiction over such tool crib.

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 not later than the fifteenth (15th) day of the month following the month of earnings by the employee to:

Financial Secretary
Millwright Local 1178
P.O. Box 358
139 Beaufort Ave
Stellarton, Nova Scotia **B0K 1S0**

CHAIN OF COMMAND:

Millwrights will not be required to take directions in reference to the work being performed other than from their Millwright Foreman, when such Foreman is appointed.

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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.

The employer agrees to furnish a heated, dry, locked facility for the safekeeping of all Millwright tools and tool boxes on all jobs, same to be kept locked when Millwrights are not working. Storage of tools and tool boxes must be in such a way as to prevent damage.

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.

PROTECTIVE CLOTHING:

The employer shall supply approved safety helmets and such other safety equipment (excluding safety boots), as the employee is not required to provide. When necessary, the employer shall supply rain suits and rubber boots at no charge to the employees. The employer shall supply, when necessary, acid and corrosive protective clothing, hat liners, safety glasses, gloves and burning goggles for welding and gas cutting operations.

On work which is abnormally dirty, the employer shall make available coveralls, same to remain the property of the employer, cost to be deducted from employees' pay if not returned.

BENEFIT PLAN:

The parties hereto agree on a welfare fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for Trustees of the Union and Management, equal in number and power.
- (b) The employer shall make contributions at the rate of one dollar fifty-eight cents (\$1.58) per hour each hour paid.
- (c) The Welfare Plan shall be administered as determined by the Trustees and all monies so accrued during a calendar month will be payable not later than the tenth (10th) day of the month following to:

Millwrights Welfare Plan Trust Fund of Nova Scotia

c/o Manion Wilkins & Associates Ltd.

222 Rowntree Dairy Road, Unit #4 (3rd Floor)

Woodbridge, ON L4L 9T2

- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.

- (f) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees as agent to the parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (i) It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by 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 contribute, as identified in the wage tables, to:

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

TRAINING FUND:

It is agreed that the Parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the parties, and that the employer shall contribute and remit one dollar thirty-five cents (\$1.35) per hour paid to:

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

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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

MILLWRIGHT 1178 PROMOTION FUND:

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
P.O. Box 358
139 Beaufort Ave
Stellarton, Nova Scotia **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

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