



AMENDMENT NOTICE

DATE: November 16, 2018

To: Mainland Millwright 1178 Trade Classification

A.B. Mechanical	Chris	Brace	Black & McDonald Limited	Robert	Burns
Aecon Mining Construction Serv	Lionel	Coleman	Gil-Son Construction	Daniel	Hiltz
Atlantica Mechanical Contractors	Dave	Vincent	Gil-Son Construction	Don	Hiltz
Atlantica Mechanical Contractors	Doug	Shreenan	Marid Industries Limited	Tina	Lane
Atlantica Mechanical Contractors	Harry	Grant	Sunny Corner Enterprises Inc.	Bill	Schenkels
Atlantica Mechanical Contractors	Tom	Vincent	Sunny Corner Enterprises Inc.	Bruce	Clark
Atlantica Mechanical Contractors	Doug	Holstead	The Cahill Group	Karen	Dwyer
Black & McDonald Limited	Charles	Savoie	Western Plumbing & Heating	Derrick	Flinn
Black & McDonald Limited	Lester	Buckland			

CC: Jeff Richardson, Millwright Local 1178

FROM: Bob Shepherd

RE: Amendment #1 to 2018-2021 Mainland Millwright 1178 Collective Agreement

PAGES: 5 (including cover page)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
November 1, 2018	<p>Benefit Plan:</p> <p>Administrator changed from Belmont Financial Services Incorporated to Coughlin and Associates Limited</p> <p>Pension Plan:</p> <p>Third Party Administrator will remain as Belmont Financial Services Incorporated, however, contributions are to be directed to Coughlin and Associates Limited for further disbursement</p>	Cover Page, 22, 24, 25

Attached are the amended pages for the 2018-2021 Mainland Millwright 1178 Collective Agreement, effective November 1, 2018. Benefit Plan and Pension Fund remittances for November 1, 2018, onward are to be sent to Coughlin and Associates Limited.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended appendices and the amended pages are now available for download on our website, www.nslra.ca.

If you have any questions or concerns, please feel free to contact our office.

Thank you.

**MILLWRIGHT AGREEMENT
PROVINCE OF NOVA SCOTIA
2018 - 2021**

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) 752-3176
(902) 755-6244

THIS AGREEMENT dated at Dartmouth, this 19th day of June, 2018.

Effective Date: May 1, 2018
Expiration Date: April 30, 2021

Amendment #1 – November 1, 2018

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 Coughlin & Associates Ltd.
PO Box 764
Winnipeg, MB R3C 2L4
Toll Free: 1-888-204-1234
Phone: 204-942-4438
Fax: 204-943-5998

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) 752-3176
(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 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 Coughlin & 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.

Amendment #1 – November 1, 2018

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 Coughlin & Associates Ltd.

PO Box 764

Winnipeg, MB R3C 2L4

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 eighteen cents (\$0.18) 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.

Amendment #1 – November 1, 2018