

# **MILLWRIGHT LOCAL 2736 STANDARD AGREEMENT**

**By And Between:**

**Construction Labour Relations  
Association of BC.,**

**on its own behalf, on behalf of its member Employers who have authorized CLR to  
execute this agreement and who are included on the attached signatory list, and those  
members added from time to time by notice given to the Union**

**(hereinafter referred to as "CLR")**

**And:**

**Millwrights, Machine Erectors &  
Maintenance Union, Local 2736**

**on behalf of its members**

**(hereinafter referred to as "the Union")**

**May 1, 2004 to April 30, 2010**

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**ARTICLE 1.00 - TERM OF AGREEMENT**

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- 1.01** The term of the Agreement shall be May 1, 2004 and continue through April 30, 2010 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 1.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- 1.03** The operation of Section 50 (2) and (3) of the Labour Relations Code of BC is hereby excluded.

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**ARTICLE 2.00 - SCOPE**

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- 2.01** Each Employer in accordance with the scope of its own certification or subsisting voluntary recognition recognizes the Union as the sole and exclusive bargaining representative for all journeymen and apprentices employed in the Millwrighting trade on work within the scope of this Collective Agreement.
- 2.02** The Union recognizes the Construction Labour Relations Association of British Columbia as the sole and exclusive bargaining representative of all Employers bound by this Collective Agreement.
- 2.03** The terms of this Collective Agreement shall apply to all parts of British Columbia.
- (a) Subcontracting**
- The Employer agrees not to sublet or contract any work covered by the Millwright Trade jurisdiction coming within the scope of this agreement unless the contractor to whom the work is sublet or contracted to agrees to comply with the terms and conditions of this Agreement.
- (b)** Where the term "millwright" or "members" is used such term shall embrace all members of the Local Union to this Agreement or Employees employed under the terms of this Agreement.
- 2.04** It is understood and agreed by the parties that they support the concept of "pre-jobs" for local or "out of town" projects of substantive size or with special characteristics. Such pre-jobs may be called by either party and will be held in conjunction with the BCYT Building and Construction Trades Council in consultation and co-operation with CLR and the responsible CLR contractor. Pre-jobs shall be open to all building trade unions. Topics of consideration (among others) include: hours of labour, overtime, travel, transportation, manpower requirements, safety and health, camp and catering, hotel-motel facilities, job durations, responsible representatives, managers and supervisors etc. Jurisdictional mark-ups shall be included when required. Pre-job meetings shall generally be held in the Lower Mainland.

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**ARTICLE 3.00 - WAGES AND OTHER EARNINGS**

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**3.01 Millwrights Local 2736**

The minimum hourly wage rate for a Millwright Journeyman shall be found in Appendix "A" attached herein.

Foreman rates will be journeyman rates plus \$4.50 per hour.

General Foreman rates will be journeyman rates plus \$6.50 per hour.

Tool Allowance and Inclement Weather Gear (rubber boots & rain gear):

Each member shall receive a fifteen cent (\$0.15) per hour for tool allowance and inclement weather gear (rubber boots & rain gear), which has been, incorporated into the wage rates as noted in the increase to the tool allowance is included in the Total Package Adjustment presented in Appendix "A".

### **3.02 First Aid Attendant:**

Members who act as first aid attendants shall receive seventy- five cents (\$0.75) per hour above their wage rate.

### **3.03 Apprentices:**

All references to Millwright Apprentices shall be governed by the Regulations of the Industry Training Act (ITA), excepting the wage rates, as they affect the trade of Millwrighting.

Apprentice Millwrights shall be paid on a percentage of the basic Journeyman rate as follows:

1st year		55%
after six months served and completed	60%	
2nd year (following successful completion of exam		65%
after six months served and completed	70%	
3rd year (following successful completion of exam)		75%
after six months served and completed	80%	
4th year (following successful completion of exam)		85%
after six months served and completed	90%	

### **3.04 Apprentice Ratio:**

All apprentices employed under the terms of this agreement shall be members in good standing of the Millwright Union. All apprentices will be indentured to the Millwrights Local Union 2736 and shall be placed on jobs that will provide a full and complete apprenticeship.

The maximum ratio of apprentices to journeymen millwrights on the job will be one apprentice to the first two journeymen and one additional apprentice to every four thereafter.

When Employers do not have the ratio of apprentices as outlined above, the Union will assist with the placement of unemployed indentured apprentices at the first opportunity, as long as it is practicable and suits the Employers job order needs.

All apprentices shall work with the tools of the trade and shall only do work customarily done by millwrights, it being understood that each apprentice shall be under the supervision of a journeyman

The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school, if work is available.

### **3.05 Vacation Pay and Statutory Holiday Pay**

Vacation pay (6%) and statutory or general holiday pay (6%) shall be combined in an amount equal to (12%). These amounts shall include any additional statutory holiday or general holiday, which may be declared by the Federal and/or Provincial Governments.

These amounts shall be paid on the gross hourly earnings of each member on each pay cheque.

**3.06 Statutory Holidays**

All work performed on the following recognized holidays shall be paid for at the rate of double time, plus any applicable shift differential, as follows:

New Year's Day	British Columbia Day
Heritage Day	Friday before Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday before B.C. Day	Boxing Day

and any one Federal or Provincial Holiday that may be established. Refer to Overall Memorandum of Settlement for the exception for non-industrial projects.

- 3.07** Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.
- 3.08** No work shall be performed on Labour Day, except for the preservation of life or imminent danger to property.

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**ARTICLE 4.00 - MONTHLY REMITTANCES AND FUND CALCULATIONS**


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- 4.01** Notwithstanding any provisions of this Collective Agreement or any other document, including any document respecting the establishment or administration of the said Funds listed herein, the Employer's liability to the said Funds shall be limited to remittance of the monetary Contributions in the manners and at the times set out herein.
- 4.02**
- (a)** The Employer shall remit to the Carpentry Workers Fund all Employer contributions and Employee deductions required under the terms of this Agreement, on or before the fifteenth (15) of the month, for all hours earned in the previous month, on account to the following funds:
  - (b)** Notwithstanding the provisions of 4.02 (a), the Employer shall effective January 1, 2007, remit to Millwrights Local 2736 all Employer contributions and Employee deductions, required under the terms of this Agreement, on or before the fifteenth (15) of the month, for all hours earned in the previous month, on account to the funds as outlined in Appendix "A".
  - (c)** Notwithstanding the provisions of 4.02 (a) and (b) should Millwrights, Local 2736 elect to designate another Benefit and/or Pension Plan (or equivalent) upon sixty (60) days notice to the Employer, the Employer shall remit to Millwrights, Local 2736 at an equivalent contribution rate, said contributions to this newly designated Benefit and/or Pension Plan, on or before the fifteenth (15) of the month, for all hours earned in the previous month.
  - (d)** The Employers will provide funding for the BCBCBTU of one cent (\$0.01) per hour effective June 14, 2002, for all hours earned as established in this collective agreement by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.
- 4.03 Delinquent Payments**
- (a)** In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, the Union is free to take economic action it deems necessary against such Employer and such action shall not be considered a violation of this agreement.
  - (b)** The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.

- (c) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays, and Holidays, the Union shall require a ten percent (10%) penalty of the amount of the late payment.

#### **4.04 CLR Contract Administration Fund**

- (a) The Union shall collect all Employer contributions designated to the Construction Labour Relations Association of B.C. Contract Administration Fund, and in turn shall forward such contributions directly to CLRA, or its successor. The contributions shall be forwarded to CLRA not later than the last working day of the month following that for which such contributions are payable.

The CLRA contributions shall be accompanied by a form, which shall include at least the following information:

- (i) name of each Employer from whom contributions were collected
  - (ii) amount collected from each individual Employer,
  - (iii) total amount collected,
  - (iv) period for which contributions are payable.
- (b) The Union shall be entitled to deduct an amount equal to sixty-six dollars (\$66.00) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions.

**4.05** The Field Dues as determined by the Union shall be deducted from wages. This amount shall be deducted from each Employee's pay cheque and remitted in the manner outlined in Article 4.02.

**4.06** The Union shall provide the CLRA and Employers with thirty (30) days written notice prior to implementing any changes in the amounts of any Employee deductions.

**4.07** The Millwright Apprenticeship and Millwright Joint Advisory Funds shall be equally and jointly trusted by representatives appointed by CLRA and Millwrights Local 2736 respectively.

**4.08** The BC Jurisdictional Plan and the Rehabilitation Plan (CIRP), are governed by Boards of Trustees appointed on an equal basis by BCBCBTU and CLRA.

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### **ARTICLE 5.00 - ENABLING**

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**5.01** It is recognized that from time to time certain terms and conditions of employment for Millwrights may require alteration from those contained in this collective agreement in order to enable the Contractor to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Local Union, or CLRA.

**5.02** Any modification to terms and conditions of employment will be finalized in writing by the Business Manager of the Local Union, or his designate, plus a representative of Construction Labour Relations Association of B.C. All enabled conditions will be available to any signatory contractor applying for enabling and bidding the work on which enabled conditions apply. Approved enabled terms and conditions will apply for the project duration. The Parties further agree that Enabling is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in the Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.

**5.03** Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.

- 5.04** The parties agree to meet at least twice per year to review the effectiveness of the enabling process, labour market conditions, and attempt to develop plans to enhance the effectiveness of the enabling process.
- 5.05** No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

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#### **ARTICLE 6.00 - MILLWRIGHTS JOINT ADVISORY COMMITTEE**

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- 6.01** The Millwrights Union Local 2736 and the Construction Labour Relations Association agree that a Millwright Joint Advisory Committee be comprised of an equal number of representatives from the Union and the Association. Each side shall in all votes in the Millwright Joint Advisory Committee, in any subcommittee that is established or in the Arbitration Panel as provided for in Article 13.15, cast the same number of votes. A majority vote shall decide all questions except decisions to supplement or amend this collective agreement, which shall in addition be subject to ratification votes of the Millwright Local 2736 and of the Construction Labour Relations Association.
- 6.02** The Millwright Joint Advisory Committee shall have the power, authority, and duty to:
- (a) regulate, interpret, supplement and/or amend this or any other Agreements between the Parties;
  - (b) direct any of the parties bound by this collective agreement to cease unfair labour practices or violations of this collective agreement;
  - (c) act as or appoint members to an Arbitration Panel as per Article 13.15;
  - (d) determine the appropriateness of work assignments;
  - (e) fulfil such other obligations contained in this Agreement as from time to time may arise.
- 6.03** The Millwright Joint Advisory Committee, whenever it establishes a regulation, an interpretation, a supplement, or an amendment to this collective agreement, shall do so on an appropriately titled and signed document which shall be sent by mail or FAX to all signatories of this collective agreement. Copies shall also be sent to the Labour Relations Board for attachment to the "deposit copies". When this procedure is adhered to, such regulation, interpretation, supplement, or amendment shall be binding and considered apart of this Agreement.
- 6.04** All Employers, including the Employer of this specific Agreement, whether or not members of the Construction Labour Relations Association of B.C., agree that the Association and its nominees on the Millwright Joint Advisory Committee shall represent them in all matters outlined above.

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#### **ARTICLE 7.00 - HOURS OF WORK**

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- 7.01** The maximum of eight (8) hours shall constitute a normal day's work beginning at 8:00 a.m. and ending by 4:30 p.m. (except when one (1) hour lunch is taken in which case the normal day will end at 5:00 p.m.). The maximum normal workweek shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m.

The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at his option.

Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

- 7.02** Forty (40) hours shall constitute a workweek, Monday through Friday. All other time worked shall be considered overtime and shall be paid for at the applicable overtime rate of pay.
- 7.03** The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half (1-1/2) times the applicable rate of pay. All other overtime hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.
- 7.04** For the purposes of calculating overtime hours, overtime shall normally be scheduled upon the completion of the regular days shift. When an Employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.
- 7.05** Hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2) times the applicable rate of pay for work covered by Article 2.01 above.
- 7.06** Starting time shall be at the main tool lockup or at the area designated by the Employer. A five minute pick-up time will be allowed prior to quitting time. A suitable signal shall be provided to give starting and quitting time where feasible.
- 7.07** Employees reporting to work shall be paid two (2) hours pay at regular rates if no work is available. Once an Employee commences work they shall be paid a minimum of four (4) hours pay at regular rates. Any Employees who work beyond the mid-shift lunch break shall be paid for the regular shift.

In the event that work cannot commence or continue due to inclement weather, or for reasons of safety, the employer shall decide who may be required to work inside and the job steward shall discuss with the remainder of the crew whether they wish to continue work or not. In the event the majority agree that work cannot proceed, then only time actually worked shall be paid.

- 7.08 (a)** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. On shifts of ten (10) hours, Employees will instead, be given two rest breaks of fifteen (15) minutes duration each. Where work is required beyond ten (10) hours, the rest breaks will revert to ten (10) minutes in duration and a third rest break will be provided based on the length of the shift and the requirement to provide a second meal break as outlined in Article 7.09
- (b)** Rest Breaks will be taken at a regular lunch room or suitable enclosed, weather proof, clean, heated areas.
- 7.09** Where Employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after eight (8) hours, with an acceptable meal (hot where possible) and every four (4) hours thereafter until the shift ends. If a second meal is provided, the third rest break shall not be taken. There shall be no work period of more than five (5) hours without a meal break. There shall be a coffee break two (2) hours after each meal period. The cost of the meal(s) and the time consuming same shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (½) hour in duration. Where the Employer is paying subsistence, this clause shall also apply.

**7.10 Compressed Work Week**

A compressed workweek may be established by the Employer for other than short term shutdown projects where overtime is scheduled. The terms and conditions of such compressed work week shall supercede any/all contrary provisions of the Agreement.

**Hours of Work:**

- (a)** Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

- (b) Ten (10) straight time hours (6:30 pm to 5:00 a.m, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (c) Notwithstanding (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

### **Overtime**

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on a Monday of Tuesday through Friday compressed work week, shall be payable at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

### **Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) When a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) When a statutory holiday falls on a regular work day of compressed work week, such statutory holiday shall be observed on such regular work day.

## **7.11 Shift Work**

### **Scheduling of Shifts**

- (a) The Employer may schedule an afternoon and/or night shift if/as required.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift, where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.
- (c) It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift.

### **Shift Premiums (for scheduled nine (9) or ten (10) hour shifts only)**

- (d) The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Millwright who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No premium

Afternoon Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

