

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

- 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.

ARTICLE 2.00 - SCOPE

- 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.

ARTICLE 3.00 - WAGES AND OTHER EARNINGS

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.

ARTICLE 4.00 - MONTHLY REMITTANCES AND FUND CALCULATIONS

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.

ARTICLE 5.00 - ENABLING

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.

ARTICLE 6.00 - MILLWRIGHTS JOINT ADVISORY COMMITTEE

- 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 sub-committee 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.

ARTICLE 7.00 - HOURS OF WORK

- 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 (1/2) 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.

Night Shift: Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 p.m. and before 1:01 a.m. Second and subsequent meal breaks are not considered to be hour worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or Statutory Holidays.

Where a shift is commenced and has run for at least the two (2) consecutive days referred to above, should the shift terminate in the middle of the week, or an employee hires on in a week in which a shift ends, affected employee(s) shall only be entitled to shift premium on regular hours of work.

By mutual agreement, shifts may be established for periods of less than two (2) consecutive regular working days and in such an event, the deemed overtime that would otherwise be payable shall not apply.

7.12 General Conditions

- (a) Shifts may be scheduled from 8:00 a.m. Monday to 8:00 a.m. Saturday. On time worked outside the established shift hours, on Saturday or Sunday and on Recognized Holidays, overtime rates shall apply. The start of the workday may be varied by one (1) hour without penalty or premium payment.
- (b) The Employer may vary the start, finish, meal times and rest periods of the following shifts by one hour with equivalent straight time pay being paid. Other shifts may be established by mutual agreement between the Employer and the Union Representative and shall not be unreasonably withheld.
- (c) If the schedules are not applicable due to the starting times of the shifts, the same principle is to be applied in computing the hours, which is as follows:

7.13 One, or Two, or Three Regular Shifts

- (a) Work Schedules shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday.
- (b) Work can be scheduled to be performed on one single shift, two shifts or three shifts and in any combination of the shifts outlined as follows:

Day Shift		Straight Time
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hr
Meal	@ 12:00 noon to 12:30 p.m.	0.0 hr
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hr
Total = 8 hours straight time pay.		

Afternoon Shift		
Commence	@ 4:30 p.m. to 8:30 p.m.	4.0 hr
Meal	@ 8:30 p.m. to 9:00 p.m.	0.0 hr
Commence	@ 9:00 p.m. to 12:30 a.m.	3.5 hr
Total 7 ½ hrs + ½ hr Shift Differential = 8 hrs straight time pay.		

Night Shift		
Commence	@ 12:30 a.m. to 4:00 a.m.	3.5 hr
Meal	@ 4:00 a.m. to 4:30 a.m.	0.0 hr
Commence	@ 4:30 a.m. to 8:00 a.m.	3.5 hr
Total 7 hours + 1 hour Shift Differential = 8 hours straight time pay		

7.14 Nine and Ten Hour Shifts**(a) One or Two Nine Hour Shifts**

1st Shift		Straight	1-1/2	Double
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hr		
Meal	@ 12:00 noon to 12:30 p.m.	0.0 hr		
Commence	@ 12:30 p.m. to 5:30 p.m.	4.0 hr	1.0 hr.	
TOTAL 8 hours + 1 hour @ 1-1/2 times = 9.5 hours				

2nd Shift

Commence	@ 5:30 p.m. to 9:30 p.m.	4.0 hr		
Meal	@ 9:30 p.m. to 10:00 p.m.	0.0 hr		
Commence	@ 10:00 p.m. to 3:00 a.m.	4.0 hr	1.0 hr	
TOTAL 8 hours + 1 hour @ 1-1/2 times = 9.5 hours + \$6.00 per hour premium for each hour worked				

(b) One or Two Ten Hour Shifts

1st Shift		Straight	1-1/2	Double
Commence	@ 8:00 a.m. to 1:00 p.m.	5.0 hr		
Meal	@ 1:00 p.m. to 1:30 p.m.	0.0 hr		
Commence	@ 1:30 p.m. to 6:30 p.m.	3.0 hr	2.0 hr	
Total 8 hours + 2 hours @ 1-1/2 times = 11 hours				

2nd Shift

Commence	@ 6:30 p.m. to 11:30 p.m.	5.0 hr		
Meal	@ 11:30 p.m. to 12:00 mid.	0.0 hr		
Commence	@ 12:00 a.m. to 5:00 a.m.	3.0 hr	2.0 hr	
Total 8 hrs + 2 hrs @ 1-1/2 times = 11 hours + \$6.00 per hour premium for each hour worked				

7.15 One or Two Eleven Hour Shifts

1st Shift		Straight	1-1/2	Double
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hr		
1st Meal	@ 12:00 noon to 12:30 p.m.	0.0 hr		
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hr		
2nd Meal	@ 4:30 p.m. to 5:00 p.m.	0.5 hr		
Commence	@ 5:00 p.m. to 8:00 p.m.	0.0 hr	2.0 hr	1.0 hr
Total 8.5 hrs + 2 hrs @ 1-1/2 times + 1 hr @ 2 times = 13.5 hours				

2nd Shift

Commence	@ 8:00 p.m. to 12:00 mid.	4.0 hr		
1st Meal	@ 12:00 mid. to 12:30 a.m.	0.0 hr		
Commence	@ 12:30 a.m. to 4:30 a.m.	0.0 hr	2.0 hr	2.0 hr
2nd Meal	@ 4:30 a.m. to 5:00 a.m.	0.5 hr		
Commence	@ 5:00 a.m. to 8:00 a.m.	0.0 hr	0.0 hr	3.0 hr
Total 4.5 hrs + 2 hrs @ 1-1/2 times + 5 hr @ 2 times = 17.5 hours				

7.16 Incomplete Shifts

When an Employee fails to work a complete shift and minimum conditions do not apply, the Employee shall only be paid for actual time worked.

7.17 On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply except for the 2nd Meal period. Shift differentials on Saturdays, Sundays and Statutory Holidays shall be at straight time rates. This

excludes the \$6.00 shift premium on nine (9) and ten (10) hour shifts.

- 7.18** When an Employee works overtime and a continuous eight (8) hour break does not occur between the end of his last regular shift and the beginning of his next regular shift, all hours worked thereafter shall be worked at the applicable overtime rate until an eight (8) hour rest break occurs.
- 7.19** Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted.

ARTICLE 8.00 - PAYMENT CONDITIONS

- 8.01** Wages shall be paid weekly by cheque or cash, not later than the last day of the regular work week before quitting time.
- 8.02** Not more than five (5) days' pay shall be held back.
- 8.03** All wages due, E.I. Separation Certificate and "Completed" Apprenticeship Book where applicable shall be given to the employee upon termination. When the pay office is not located at the job site, the employee's wages and E.I. Separation Certificate will be mailed to him within three regular working days, or, arrangements can be made to pick them up at the Employer's Office the next working day.
- 8.04** The employer agrees to provide, a complete statement for every employee each pay period, showing dates of the payroll period covered, social insurance number and showing separate totals of the following:
- (a) Straight time hours.
 - (b) Overtime hours.
 - (c) Shift premium paid.
 - (d) Statutory Holiday pay.
 - (e) Vacation pay.
- 8.05** The employer shall further provide each employee with a statement of his earnings for each period showing all amounts deducted.
- 8.06** Failing in Clause 8.03 due to the Employers' non-compliance the Employer shall pay to the employee a sum equal to eight (8) hours at the employees regular rate for each twenty-four (24) hour delay.

Where it can be clearly shown that a clerical error has occurred, the Employer shall not be penalized, provided the error is corrected within two (2) working days from the time of notification subject to conditions as spelled out in this clause.

ARTICLE 9.00 - NOTICE OF TERMINATION OF EMPLOYMENT

- 9.01** When an employee's employment is terminated by the Employer, a minimum of one (1) hour verbal notice shall be given to the affected employee. Within that time the employee shall use such period as he may deem to clear his affairs, i.e. tools, tool crib, accommodation, belongings, etc.
- 9.02** When an employee is notified of his termination the respective steward shall be notified.
- 9.03** When a layoff occurs, Members of the Local Union, Party to this Agreement, shall be given preference of employment over permit or applicant members in the work for which they are qualified, furthermore, Millwright Members from other Local Unions of the Brotherhood shall also be given preference over applicant personnel in the work in which they are qualified. This clause will apply except by mutual agreement be-

tween the Employer and the Union.

ARTICLE 10.00 - TOOLS & WORKING CONDITIONS

- 10.01** A lock up shall be provided exclusively for members. The lock-up shall have a minimum of fifteen (15) square feet of floor space per member to be used for trades persons' tools, for drying clothes and dressing room, as well as lunch room. The lock-up shall have tool racks, table and chairs with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provisions for continuous heat 24 hours a day. Where shifts are to be operated, an exclusive lock-up for trades persons' tools on each shift will be provided. The same provisions as above to prevail. The Employer shall be responsible for having tool lock-up cleaned out daily and kept clear of building materials and other paraphernalia. Such lock-up shall be situated either on the ground or not higher than the first floor of the building.
- 10.02** The Employer must assure the safety of members tools and working apparel against fire and burglary or loss over water or such other areas where tools cannot be retrieved while in the Employer's employ and in event of loss thereby replace same. If so requested by the Employer, the member will submit to the superintendent or company representative an inventory of tools and working apparel on the job.

- 10.03** The following tools or their equivalents must be provided by the Millwright:

1 - 6" or 8" Millwright Level	1 - 1" Micrometer
1 - 10' Steel Tape	2 - Plumb Bobs
1 - Feeler and Taper Gauge	1 - Hack Saw
1 - Ball Peen Hammers to 2 lb.	1 - Pair Comb. Pliers
1 - Pair Side Cutters	1 - Pair 10" Snips
1 - 6" Vernier	1 - Set Adjustable Wrenches to 12"
1 - Set Allen Head Wrenches	1 - Set ½" Drive Sockets to 1-1/4"
1 - Set Assorted Screwdrivers	1 - Set Combination Wrenches to 1-1/4"
1 - 6" Precision Scale	1 - Pair Vise Grip Pliers
1 - Scriber	1 - 12" Full Comb Precision Square
1 - Centre Punch	1 - Tool Box
1 - Dial Indicator	

The employee's tools shall be subject to verification by the Employer upon employment.

All other necessary tools shall be provided by the Employer. The tools of an employee starting a job shall be in good condition and shall be kept so on the Employees time.

- 10.04** Apprentices shall be required to supply precision tools, such as a micrometer, dial indicator or precision levels, as befits their experience.
- 10.05** The Employer shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, chemical or flush toilets, urinals and washbasins.
- 10.06** Where no running tap water is available, fresh cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.
- 10.07** Employees who are working, or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours excepting on their own premises.
- 10.08** There shall not be any task work or piecework on projects covered by this Agreement.
- 10.09** The Employer will issue the necessary equipment when required under the WorkSafe BC Regulations,

including the supply of safety helmets, sweatband, liners in winter, gloves for welding and gas cutting operations, burning goggles and non-prescription safety glasses, hand cleaner and paper towels, and gloves. On abnormally corrosive maintenance or revamp or repair work in which the employee's clothes may be abnormally or permanently damaged, the Employer shall supply either the necessary protective clothing or a set of coveralls at no cost to the employee. The said protective clothing shall be returned when no longer required. The Employer shall have the right to withhold issuing gloves when he feels the provision is being abused or misused.

- 10.10** Members who are injured on the job and become a Workers Compensation case, and who require transportation cost not covered by WorkSafe BC back to the job, shall be paid such transportation costs.

When a member becomes ill or is injured in an accident not covered by WorkSafe BC and the first aid attendant or a doctor recommends off-site treatment or return to the member's point of hire, transportation costs shall be borne by the Employer.

- 10.11** All work within the scope of this Agreement requiring precision tools, qualifications, skills and ability of a Millwright, shall be performed by members of the Union. Millwrights will not be requested to loan their tools or use their motor vehicles in a manner, which is unfair to other members or against the best interests of the Union.

- 10.12** Members working in remote areas shall be eligible for leave for authentic compassionate reasons: such leave to be by mutual agreement whereupon the member will receive his return fare if work is available.

ARTICLE 11.00 - LOCAL RESIDENTS

- 11.01** A bona fide local resident will be defined to mean any person residing within eighty (80) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres and has resided within such distance of the site for a period of not less than thirty days prior to the commencement of the project.
- 11.02** Local Residents residing within forty (40) road km. of the job site shall not be entitled to receive daily transportation expense, initial and return transportation expense, room and board or subsistence, or camp accommodations, or rotational leave provisions.
- 11.03** Local residents residing between forty (40) road km and eighty (80) road km of the job site shall not be entitled to receive initial and return travel time or expense, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a transportation expense of fifty cents (\$0.50) (effective February 1, 2006) per kilometre traveled, each way to cover transportation expenses for each day worked. This amount will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures.
- 11.04** Competent qualified local resident members shall be given hiring preference on jobs performed by the Employer in or near the incorporated city, town, village or district in or nearest to which a member has resided a minimum of thirty (30) days prior to the commencement of the project.

ARTICLE 12.00 - TRANSPORTATION AND ACCOMMODATION EXPENSE

12.01 Daily Commuting-Greater Vancouver Area

- (a) The parties agree to establish a Greater Vancouver Area Metro Zone that shall include that part of the Lower Mainland that is outlined by the attached map. Members who work on projects within the Greater Vancouver Metro Zone will be provided a transportation expense of seventy-five cents (\$0.75) per hour worked.

See Appendix "B" for Metro Zone map.

- (b) For projects beyond the Metro and or Free Zone for which daily travel is required, the Employer will reimburse the employees, as a transportation expense, at the rate of fifty cents (\$0.50) (effective February 1, 2006) per kilometre traveled (see Article 12.02 for the formula), each way between the edge of the free zone and the project job site daily. (By the shortest route possible to and from the job.)
- (c) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay transportation expense at the rate of fifty cents (\$0.50) (effective February 1, 2006) per kilometre traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours.
- (d) For work within the Greater Vancouver Area Metro Zone, the point of dispatch for Millwrights will be the Union office in Surrey, B.C. For work outside the Greater Vancouver Area Metro Zone, with the exception of bona fide local residents as outlined in 11.03 above, the dispatch point shall be Burnaby City Hall, Burnaby, B.C.

12.02 Initial And Return Transportation To Remote Sites

- (a)
 - (i) The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) (effective February 1, 2006) per kilometre by the most direct route to any Employee who is directed or dispatched to an out-of-town project. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. Mutual agreement of the Parties is required to affect any amount exceeding fifty cents (\$0.50) per kilometre. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to items (b), (c), (d), (e) and (f) for further clarification and exceptions.
 - (ii) Mileage shall be calculated from Burnaby City Hall.
- (b) Notwithstanding item (a), the Employer shall reimburse an Employee, for any/all ferry fares which are incurred in the course of initial and terminal travel (based on the Employee supplying applicable receipts for the BC Ferry Corporation rate for an under height vehicle (up to and including 7' high) with a total length of 20 feet. Reimbursement for the current single passenger fare shall also be made by the Employer based on the supply of a receipt, if requested by the Employer. The Employer will reimburse the Employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.
- (c) Notwithstanding item (a), when an Employee requests to use air travel to the project, the following terms and conditions shall prevail.
 - (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project (unless there is Employer/Owner supplied transportation) from the airport located nearest thereto.
 - (ii) The Employer may pre-arrange air travel to/from the Employee's point of dispatch or may direct the Employee to arrange such air travel themselves. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly standby.
 - (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- (d) Notwithstanding any/all contrary provision(s) of this Article, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance, which shall be paid to all applicable Employees on the pro-

ject. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

- (e) Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employees terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employees final pay cheque.
- (f) Notwithstanding any/all contrary provision(s) of this Article, an Employee shall not suffer any lost wages as a result of the Employer having made arrangements for the transportation of the Employees tools to a project, if such tools are subsequently not available to the Employee for any reason as a result of a transportation delay or mishap. Tool transportation costs are the responsibility of the Employer.
- (g) When computing transportation and travel expense to out of town jobs, Vancouver shall be considered the place of embarkation and return, except Local Residents as defined, which will be paid in accordance with the Standard Agreement.
- (h) Transportation allowance shall be paid on the first pay cheque in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

12.03 Rotational Leave (Turnarounds)

The following Rotational Leave formula and conditions are provided on a "use it or lose it basis."

Where the Employee accepts Employer supplied transportation he shall not be entitled to the allowance below.

- (a) The Employer shall pay the allowance after Forty (40) calendar days of employment on the job and thereafter for each subsequent Forty (40) calendar days of employment on the job.
- (b) The Employer shall allow Employees Five (5) working days leave after each Forty (40) calendar days of employment on the job.
 - (i) On jobs located from Two Hundred and Fifty (250) km to a Five Hundred (500) km from the city limits of Vancouver, \$100.00
 - (ii) On jobs located from Five Hundred and One (501) km to Seven Hundred and Fifty (750) km from the city limits of Vancouver, the Employer shall pay Two Hundred Dollars (\$200)
 - (iii) On jobs located from Seven Hundred and Fifty-One (751) km radius to a maximum of One Thousand (1000) km from the City Limits of Vancouver, the Employer shall pay Two Hundred and Fifty Dollars (\$250)
 - (iv) On jobs located beyond a One Thousand (1000) km from the City Limits of Vancouver, the Employer shall pay Three Hundred and Twenty-Five Dollars (\$325)
 - (v) It is further understood and agreed that the above-described trips be on a rotation basis and at no time more that twenty-five percent (25%) of the working force shall be on such home leave.

12.04 Camps / Commercial Accommodation / Subsistence**(a) Camps**

- (i) Where a camp has been established it shall be obligatory for all members to live in the camp.
- (ii) All camps shall be constructed and maintained in accordance with the camp standards as provided in the agreement negotiated September 1, 1987 by the BCYT and the CLRA and referred to as the Construction Camp Rules and Regulations.
- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the BCYT/CLRA Camp Rules and Regulations document.

(iv) Marshalling Points

On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- (v) Where the Employee is boarded in a camp on an industrial project and the camp is located within six (6) miles from the worksite. Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the Employee to take the supplied lunch to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer. Travel allowance as provided in this Agreement will not be applicable at noon or when the Employee returns to the accommodation for the mid-shift meal. For the purpose of this Agreement an industrial project shall mean manufacturing, production and processing plants, mines, meter stations, compressor stations, tank farms, dams, and hydroelectric projects.

(b) Where there is no camp accommodation, the Employee shall either choose:

- (i) Living out allowance (subsistence allowance) on the basis of \$90 per day, or
- (ii) room plus \$50.00 per day meal allowance.
These options to be on a seven (7) day per week basis

It is agreed by the parties, that the ninety dollars (\$90) LOA will increase by five dollars (\$5.00) effective May 1, 2007 and by five dollars (\$5.00) effective May 1, 2009. No other costs will be borne by the Employer for Employees choosing this option. The parties further agree that the meal allowance on option (b) will increase to fifty-two dollars and fifty cents (\$52.50) per day effective May 1, 2007; and effective May 1, 2009 to fifty-five dollars (\$55.00) per day.

- (c) It is further agreed by the parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula measured from the accommodation to the jobsite and back to the accommodation.

Additionally, should an Employer require Employees to work on a shutdown (on an out of town project), the following language will apply: The Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the Employee.

Where the Employer supplied accommodation is within the 40 road kilometre free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Em-

ployer supplied accommodation.

Where the Employer supplied accommodation is beyond the 40 road kilometre free zone around the jobsite, the Employer shall provide transportation plus the Employee shall receive the daily travel allowance based on the cents-per-kilometre formula from the edge of the 40 road kilometre free zone around the jobsite, both ways.

If the Employer does not supply transportation as required for shutdown projects, the Employer must pay mileage allowance from the accommodation to the jobsite and return for each day worked by the Employees.

For projects located at Skookumchuck, it is agreed that daily mileage allowance of fifteen dollars (\$15.00) shall be paid for each day worked to each Employee on the room plus meal allowance option.

Notwithstanding the foregoing, Employees choosing to fly to the project, will be provided with daily ground transportation to and from the project by the Employer.

(d) Subsistence Allowance

- (i) On projects where the Employees choose the option of subsistence allowance, it is agreed that it shall be paid on a seven (7) days basis. Employees reporting for work shall receive subsistence allowance for the day he initially travels and is to be paid on the Employee's first normal payday.
- (ii) An Employee shall forfeit subsistence allowance for absenteeism on any working day. When an Employee is absent on the working day immediately proceeding or following bad weather days or recognized holidays, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an Employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an Employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and Monday. When Friday is not a working day and an Employee is absent on Thursday when work is available, he shall forfeit subsistence allowance of Thursday, Friday and Saturday.

The above forfeiture of subsistence allowance shall be waived when the Employee's absenteeism on any working day or on Thursday, Friday and/or Monday, as outlined herein, is due to a bonafide illness or absence due to compassionate grounds satisfactory to the Employer and the Union Representative.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer and the Union Representative.

(e) Check - Out Allowance

Any member who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodations and the Employer shall pay the member twelve dollars (\$12.00) per day where accommodation is provided in camps; fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels/hotels. To qualify, a member must work the scheduled shift prior to weekend or statutory holiday, and the scheduled shift after weekend or statutory holiday unless mutually agreed by the member and the Employer representative.

ARTICLE 13.00 - GRIEVANCE PROCEDURE

13.01 "GRIEVANCE" means any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, or any question as to whether any difference is arbitrable arising between the

parties or persons bound by the Collective Agreement and "PARTY" means one of the parties to this Agreement.

All grievances shall be finally and conclusively settled without stoppage of any part of the Employer's work in the following manner:

13.02 To solve a grievance, an employee shall first either himself or accompanied by such persons as he shall choose, discuss it with his foreman, his steward, or with the Employer management, and if they agree, their decision shall be brought to the attention of Union and Management.

13.03 If satisfaction is not received then, within fifteen (15) working days of the initial occurrence of the event complained of, the grievor or the Union shall file with the job superintendent or manager a grievance, in writing, which shall contain the following information:

- (a) articles and clauses allegedly violated;
- (b) efforts made to solve alleged violation;
- (c) pertinent names, dates and facts concerning alleged violation.,
- (d) remedy requested;
- (e) signature of the grievor.

Within five (5) working days of receipt of the alleged grievance described in 1 above, the Employer (Union) shall issue a reply in writing, by registered mail or by personal delivery to the grievor, the job steward or a business agent of the Union involved.

13.04 If the grievance is not concluded pursuant to Clause 13.03, within five (5) working days, then either of the parties may notify the other party in writing of its desire to submit the difference to arbitration, and the notice shall contain a statement of the difference and the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second appointee, appoint a third person who shall be the chairman.

13.05 If the recipient of the notice fails to appoint an arbitrator with the time limits under Clause 13.04, the appointment shall be made by the Minister of Labour upon the request of either party. If the two appointees fail to agree upon a chairman within the time limit under Clause 13.04, the appointment shall be made by the Minister of Labour upon the request of either party.

13.06 The arbitration board shall hear and determine the difference and shall issue an award in writing and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman governs and it shall be deemed to be the award of the board.

13.07 Each party to the difference shall bear the expense of its respective appointee to the arbitration board and the two parties shall bear equally the expenses of the chairman.

13.08 The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

13.09 In lieu of this "Arbitration Board" referred to in Articles 13.04 through 13.08, a single arbitrator may be instituted by mutual agreement of the parties.

13.10 The Employer or the Union may institute a grievance under the terms of this Agreement.

13.11 The Employer may initiate a grievance with the Union providing the subject matter of the grievance has

been discussed with the grieving Employer's Superintendent, the Steward, or the Union, so there will be an opportunity of dealing with the complaint. A grievance submitted to the Union by the Employer must follow the procedures of Article Thirteen (13.00) except the steps taken by the Employee and/or the Union and the Employer shall be reversed. A grievance submitted to the Employer by the union must follow the procedures of Article Thirteen (13.00).

- 13.12** No grievance shall be held to be invalid by reason of any defect of form or any technical irregularity.
- 13.13** The Arbitration Board or Arbitrator shall give its decision not later than fourteen (14) days after its appointment, except that with the consent of both parties, such limitation of time may be extended.
- 13.14** For the purpose of this Agreement, the time limits specified in the Grievance and Arbitration Procedures outlined herein, shall be deemed to exclude Saturdays, Sundays and recognized holidays.

13.15 Millwright Joint Advisory Committee

Notwithstanding the above grievance procedures, a grievance may be referred to the Millwright Joint Advisory Committee (M.J.A.C.) by mutual consent of the parties. When a grievance is so referred the M.J.A.C.'s Co-chairpersons shall within twenty-four hours of being notified to do so, name an Arbitration Panel, all members of which shall be members of the M.J.A.C.. The Arbitration Panel shall meet within forty-eight (48) hours of being named.

- (a) The Arbitration Panel shall hear the parties and by majority vote establish if the grievance is properly before them, the terms of the question to be arbitrated; determine if the matter is arbitrable; and make its award within (5) five days of appointment except when time is extended by agreement of the parties. The Arbitration Panel may announce its decision orally; however, in all instances the award shall be delivered in writing to each of the parties, and the award of the majority of the Arbitration Panel shall be final and binding and shall be carried out forthwith.
- (b) Should a Millwright Joint Advisory Committee Arbitration Panel be unable to reach a majority decision, the matter shall revert back to the regular procedure.
- (c) The M.J.A.C. has the authority by majority vote to give a written interpretation of any section or term of this Agreement, including on a matter that is in grievance between persons bound by this Agreement.

ARTICLE 14.00 - UNION RIGHTS

14.01 Job Stewards

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name of such job steward and in the event of a layoff or reduction in the work force, the job steward shall at all times, be given preference of continued employment until completion of the work for which he is qualified. Reasonable time shall be given to the job steward to carry out his duties.

14.02 Business Agents

Business agents shall have access to all job sites covered by this Agreement, after first notifying the Employer management representative, superintendent or other designated person in charge; however, in no way will they interfere with the Employees during working hours unless permission is granted.

- 14.03** When the Union requests in writing that a member be granted leave of absence from the project to attend Union business, permission to do so shall not be withheld except for valid reasons: it being understood that such leave is without pay and the member will not jeopardize his/her continued employment.

ARTICLE 15.00 - MANAGEMENT RIGHTS

- 15.01** The Employer has the undisputed right to operate and manage its business in all respects, subject only to the limitations expressly stated under the terms of this Agreement.

ARTICLE 16.00 - JURISDICTIONAL DISPUTES

- 16.01** A jurisdictional dispute is that dispute between the Union and the Employer, both party to this Collective Agreement, in respect to an assignment of trade jurisdiction to a particular building trade union.
- 16.02** There shall be no stoppage of work or lockout due to jurisdictional disputes involving various trades. All work assignments shall be made in accordance with the Procedural Rules and Regulations of the B.C. Jurisdictional Assignment Plan commonly referred to as the "JAPlan".
- 16.03** Jurisdictional disputes are not grievable under Article Thirteen (13) of this Agreement.
- 16.04** Notwithstanding 16.02 and 16.03, all jurisdictional disputes arising between the parties to this agreement with any of the affiliated trade organizations comprising the British Columbia and Yukon Territory Building and Construction Trades Council shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of British Columbia.
- 16.05** Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JA Plan), the union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the B.C. Labour Relations Board, unless the union has obtained a ruling from the Umpire in its favour, in which event the union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.
- 16.06 Millwright Jurisdiction**

The Employer signatory to this Agreement hereby agrees that Millwright Local 2736 has sole and complete jurisdiction for the work of installation, erection, maintenance, and repair of machinery that the Employer signatory to this Agreement performs in the Province of British Columbia. Millwright Local 2736 further agrees to abide by all existing jurisdictional agreements between the various building trades and the Millwright Union. The signatory Employer agrees that any person not a member of the Millwrights Local 2736 shall not perform any work within the above jurisdiction of said Local Union and further agrees that if the Employer enters into any agreement with any Union or other parties, nothing contained therein shall affect, change, negate or supercede anything contained within this Agreement, to the granting to Millwright Local 2736 of the aforesaid jurisdiction. All welding performed in the field in connection with machinery installation, erection or repair and the field fabrication of structural formations within the jurisdiction of Local Union 2736 pertaining to machinery, baseplates or frames for machinery shall be fabricated by Local 2736 members.

ARTICLE 17.00 - UNION SECURITY AND HIRING

- 17.01** When millwrights are required, foreman and general foreman excepted, they shall be hired through the Millwrights Local 2736. In addition, when the Employer requires Millwrights, the Employer shall have the right of choice of selection of the first two (2) Millwrights required per shift and shall have the right to name hire on the basis of fifty percent (50%) thereafter. The Employer agrees to employ only members in good standing of the Union as long as the Union can supply members in sufficient numbers to take care of the Employer's needs. Should the Union be unable to fulfill an order within one (1) working day, the Employer may obtain such workmen elsewhere, it being understood that such workmen, by meeting Union Tradesmen Qualifications, shall join the Union within thirty (30) days and remain a member in good standing of the Union as a condition of continuing employment.

17.02 Foremen

All personnel designated by the Employer as Millwright Foreman or General Foreman to supervise Millwrights and/or other workers and placed in charge of work shall be a journeyman member of the Union. All instructions given to members shall be given by the Millwright Foreman or the General Foreman. Where more than six (6) members are employed, a non-working Millwright Foreman shall be employed.

17.03 Reservations

Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for;

- (a) rendering assistance to labour organizations;
- (b) refusal on the part of Union members to handle any materials, equipment, or product declared unfair by Building Trades Councils; or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.
Note: The following clause is not to be misconstrued to include any work falling within the Millwright Local Union's jurisdiction.
- (c) Provided notice is given to the Employer before fifteen (15) days prior to the bid closing on any job, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to work with non-union workers.

ARTICLE 18.00 - PROHIBITION OF STRIKES OR LOCKOUTS

- 18.01** The Employer agrees that there shall be no lockout during the term of this Agreement. The Union agrees that there be no strikes, stoppage of work, slow down or work to rule or other collective action, which would stop or interfere with the Employer's operations during the term of this Agreement.

ARTICLE 19.00 - SAFETY

- 19.01** The job steward or any other qualified journeyman shall be a member of the Safety Committee.

ARTICLE 20.00 - SAVING CLAUSE

- 20.01** It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that, in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE 21.00 - REFERENCE TO GENDER

- 21.01** Wherever the masculine gender is used in this Agreement it shall be meant to refer equally to the feminine gender and vice versa.

ARTICLE 22.00- DRUG AND ALCOHOL POLICY

- 22.01** The Parties agree to participate in the establishment of a Drug and Alcohol Policy Committee (the "DAP"), which once terms mutually agreeable between the parties are established, will develop a Drug and Alcohol Policy for recommendation to the BCBCBTU and CLR.

SIGNED THIS ____ DAY OF _____, 2006.

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

Business Manager, Millwrights, Local 2736

Business Agent, Millwrights, Local 2736

APPENDIX "A" – WAGE AND BENEFITS SUMMARY

3.01 Journeyperson

Date	Aug 28/05	May 1/06	May 1/07	May 1/08	May 1/09
Wage	30.160	31.950			
Holiday Pay	3.620	3.830			
Health & Welfare	1.545	1.545			
Pension	2.340	2.340			
Industry Funds	0.620	0.620			
Total Package	38.285	40.285	42.285	43.785	45.285

(Effective August 28, 2005)

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".

3.03 Apprentices:

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%

4.02 (b)

	Aug 28/05	May 1/06	May 1/07	May 1/08	May 1/09
Carpentry Workers Welfare Plan (CWWP)	\$1.545	\$1.545			
Carpentry Workers Pension Plan (CWPP)	\$2.340	\$2.340			
Sub-Total	\$3.885	\$3.885			
Industry Funds Breakdown (as amended)					
Millwright Apprenticeship and Training Fund	\$0.205	\$0.205			
Jurisdictional Assignment Plan (JAP)	\$0.010	\$0.010			
B.C. Construction Industry Rehabilitation Plan (CIRP)	\$0.020	\$0.020			
Millwrights Joint Advisory Fund (M.J.A.C.)	\$0.005	\$0.005			
Millwright Administration Fund	\$0.140	\$0.140			
CLR Contract Administration Fund	\$0.130	\$0.130			
Provincial Council Organizing Fund	\$0.100	\$0.100			
BCBCBTU Fund	\$0.010	\$0.010			
Sub-Total	\$0.620	\$0.620			

The following firms are members of Construction Labour Relations Association of B.C. and have authorized the Association to bargain and sign a collective agreement on their behalf with the Millwrights, Machine Erectors & Maintenance Union, Local 2736

Alliance Engineering Works (1985) Ltd.
6793 Kirkpatrick Crescent
Saanichton, BC V8M 1Z8

--- Branch
10833 - 178 St.
Edmonton, AB T5S 1J6

Alstom Canada Inc.
193 - 21300 Gordon Way
Richmond, BC V6W 1M2

--- Branch
2116 Logan Ave. W.
Winnipeg, MA R2R 0J2

--- Branch
600 - 1430 Blair Pl.
Ottawa, ON K1J 9N2

Cranberry Construction Services Ltd.
DBA MacIntosh & Norman
4520 B - Franklin Ave.
Powell River, BC V8A 3E3

Babcock & Wilcox Industries Ltd.
#225 - 13091 Vanier Pl
Richmond, BC V6V 2J1

Driver's Industrial Installations Ltd.
7701 Somenos Rd.
Duncan, BC V9L 5Z7

--- Branch
581 Coronation Blvd
Cambridge, ON N1R 5V3

F & M Installations Ltd.
2076 Balsam Road
Nanaimo, BC V9X 1T5

Broadwater Industries Ltd.
247 - 1st Ave. E.
Prince Rupert, BC V8J 1A7

Farr Installations Ltd.
4912 Hart Highway
Prince George, BC V2K 3A1

Brymark Installations Group Inc.
1648 Broadway St.
Port Coquitlam, BC V3C 2M8

Interior Industrial Constructors Ltd.
2148 Steel Rd.
Prince George, BC V2K 5B7

Canadian Industrial Mill Services Ltd.
5355 Parkwood Place
Richmond, BC V6V 2N1

Interior Power & Chemical Services Ltd.
26019 - 31B Ave.
Aldergrove, BC V4W 2Z6

Canron Western Constructors Ltd.
1168 Derwent Way, Annacis Island
Delta, BC V3M 5R1

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

Cascade Mechanical Ltd.
1840 Quinn St.
Prince George, BC V2N 1X5

Archie Johnstone Plumbing & Heating Ltd.
150 Wallace St.
Nanaimo, BC V9R 5B1

Co-Gen Mechanical Services Ltd.
351 - 2401 Cliffe Ave.
Courtenay, BC V9N 2L5

Kamtech Services Inc.
1633 Cliveden Ave.
Delta, BC V3M 6V5

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

Kellogg, Brown & Root (Canada) Company
PO Box 5588 Stn South
Edmonton, AB T6E 6P8

Comstock Canada
#1 - 3182 Orlando Drive
Mississauga, ON L4V 1R5

Kingston Construction Ltd.
9349 - 194th St.
Surrey, BC V4N 4G1

Kitimat Iron & Metal Works Ltd.
752 Enterprise Ave.
Kitimat, BC V8C 2E6

Lockerbie & Hole Industrial Inc.
401 Salter St.
New Westminster, BC V3M 5Y1

— Branch
PO Box 414, 14940 - 121A Ave
Edmonton, AB T5V 1A3

Midwest Mechanical Limited
2601 - 9th Ave.
Castlegar, BC V1N 2Y7

Mitchell Installations Ltd.
5298 Still Creek Ave.
Burnaby, BC V5C 4E4

101 Industries Ltd.
245 - 3rd St.
Kitimat, BC V8C 2N8

United Power Ltd.
198 Pemberton Ave.
North Vancouver, BC V7P 2R5

Fred Welsh Ltd.
#3 - 720 Beatty St.
Vancouver, BC V6B 2M1

Whelen Mechanical Installations (1981) Ltd.
4025 E. 1st Ave.
Burnaby, BC V5C 3W5