

COLLECTIVE AGREEMENT

between

THE ASSOCIATION OF MILLWRIGHTING CONTRACTORS OF ONTARIO, INC.

- and -

THE MILLWRIGHT DISTRICT COUNCIL OF ONTARIO,
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,

On Behalf Of

LOCAL UNIONS
1007; 1151; 1244; 1410; 1425; 1592; 1916
and **2309:**

EFFECTIVE
SEPTEMBER 18th, 1995
TO APRIL 30th, 1998:

*JB
checked
9/18/95*

1997

Contracted

SOURCE	1007
SEE	950918
TERA	980918
EMPLOYEE	2000
NOMBRE D'EMPLOYES	20

TABLE OF CONTENTS

Article	Page
Preamble	1
1 Scope of Agreement and Recognition	2
2 Union Security and Recognition	5
3 Hours of Work	8
4 W a g e s	10
5 Overtime Rates of Pay	12
6 Vacation Period – Vacation Pay and Statutory Holidays	14
7 Safety, Health and Sanitation	16
8 Union Visitation, Job Stewards and Discrimination	18
9 Absence, Discharge, Lay-Offs and Quitting of Employees	19
10 Climatic and Other Conditions	21
11 Grievance Procedure	22
12 Arbitration	24
13 Strike and Lockouts	26
14 Jurisdictional Disputes	26
15 General.....	27
16 Welding Tests	28
17 Commuting, Travel, Transfer and Board Allowance	28
18 Health and Welfare Plan; Pension Plan: Millwright Training Fund; Supplementary Unemployment Benefit Plan; Vacation Pay and Statutory Holiday Plan; Millwright District Council Promotion Fund; Apprenticeship Assistance Fund; Union Defense Fund; Commuting, Travel, Transfer and Board Allowance Fund	33
19 Workers Compensation Act and Bill #162	39
20 Union Legal Defense Fund	39
21 Millwright Employer Industry Fund	39
22 Supplementary Unemployment Dues Check-Off	40
23 Participation Agreement	41
24 Management Rights	41
25 Duration, Changes and Renewals	42

TABLE OF CONTENTS (continued)

Article	Page
Schedule "A"	44
Schedule "B"	46
Schedule "C"	50
Schedule "D"	55
Schedule "D-1"	57
S c h e d u l e "E".....	59
Schedule "F"	64
Schedule "G"	66
Schedule "H"	67
Schedule "I"	68
Membership List	69

COLLECTIVE AGREEMENT

BETWEEN

THE ASSOCIATION OF MILLWRIGHTING
CONTRACTORS OF ONTARIO, INC.

-- and --

THE MILLWRIGHT DISTRICT COUNCIL
OF ONTARIO, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA,
ON BEHALF OF
LOCAL UNIONS 1007; 1151; 1244; 1410; 1425;
1592; 1916 AND 2309:

PREAMBLE:

WHEREAS

the Association is the designated Employer Bargaining Agency for all Employers whose employees are represented by the Council; and

WHEREAS

the Council is the designated Employee Bargaining Agency for all Journeymen and Apprentice Millwrights;

WHEREAS

it is considered in the best interest of the *Millwrighting* Industry as a whole that both parties arrive at certain definite understandings for the purpose of maintaining harmonious relations between the 'Association' and the 'Council' and

WHEREAS

only through a signed Collective Agreement negotiated in good faith can such a condition be brought about.

WITNESSETH:

that all parties hereto, covenant, promise and agree with the other to accept the following:

-- 1 --

ARTICLE ONE
SCOPE OF AGREEMENT AND RECOGNITION:

(a) The word 'Employee(s)' or 'Millwright(s)' when used herein shall mean and include Foremen, Welders, Burners, Journeymen and Apprentices employed in the Millwright Trade.

(b) The word 'Employer' when used herein shall mean and include all members of the Association and all other persons who are bound by this Agreement.

(c) This Agreement shall cover and be applicable to all Employers of Employees in the Industrial, Commercial and Institutional sector of the Construction Industry within the Province of Ontario.

(d) The Association recognizes the Council as the sole and exclusive Collective Bargaining Agency for all Employees.

(e) The Council recognizes the Association as the sole and exclusive Bargaining Agency for all Employers.

(f) This Agreement shall apply to all of the employees of the Employer within the Province of Ontario who are engaged in, but not limited to, the following work, which shall include all field maintenance work undertaken by the Employer.

All work (as more particularly defined in the Trade Jurisdiction attached hereto as Schedule "C") involving or related to the rigging, unloading, hoisting, dismantling, skidding and setting, cleaning, erecting, fabricating, fabrication of bases, commissioning, installing, lining, adjusting and repair of all machinery and equipment of whatever type, including but not limited to the following:

- (1) robots, conveyors, airveyors, tool rails, electrified conveyors, monorails, overhead cranes, and material handling systems of whatever type, including acuator,

limit switch devices etc. legs, supports, or other necessary ancillary structures;

- (2) all machines including modular equipment used in the transmission of power in buildings, factories, or elsewhere, be that power, steam, electric, natural gas, gasoline, water, air diesel, atomic, hydraulic, or any new power developed with the evolution of time;
- (3) all classes of engines, pumps, fans, furnaces, motors, dynamos, generators, compressors, putting all pulleys, sheaves and flywheels on same; making and setting of all **templets** for all machinery requiring foundations and bolts;
- (4) all agitators, aprons, blast furnaces, brackets, cableways, caissons, chutes, clips, concentrators, coolers, cranes, crushers, curtains, derricks, docks, dredges, drums, dumb waiter enclosures, escalators, expanded metal, fans, fencing, frames, fumes, gates, grating, **grillage** and foundation work, grill work, guards, hangers, hoppers, hot rooms, inclines, iron doors, kilns, **lockers**, locks, louvres, multiplate operating devices, ovens, pans, pile drivers, plates, porcelain, pulverizers, racks, storage racks which form part of the building structure, railings, smoke conveyors, spillways, stacks, stage equipment and counterweight systems and rigging for asbestos curtain, stokers, stoves, tanks, tracks, travellers, travelling sheaves, vault doors, ventilators, vertical hydraulic elevators and vessels;
- (5) stone crushing and gravel washing plants, crushers, screens, revolving or eccentric; rolls, pan conveyors, and ship hoists, conveyors, belt screw or gravity, whether boxes be steel, iron, wood, the assembling of all travellers and cranes for handling machinery or its products.
- (6) framing and setting of all bridge trees, either wood or

steel, where they are not part of the building or structures, all foundations, beams or timbers used for the reception of machinery.

- (7) all grain handling appliances, cleaners, clippers, needle machines, car pullers, grain shovels, spouts and conveyor boxes (whether schedule or other pipe), framing and erection of all marine legs and ship shovels, framing of all scale timbers and hood hoppers and garnerers, all automatic, all boat tanks or receiving hoppers and devices used for elevator legs, when not of electrical appliances; all dust collectors and necessary spouting of same; lagging all pulleys and bleaching devices of all kinds. All bin valves, turnheads and indicators, all necessary shafting and bearings and supports, all drives (rope, belt, chain or rawhide):
- (8) all escalator stairs, amusement devices of all kinds inclusive of gaming machines; framing and erection of all derricks and pile drivers; all bridge machinery, all fans and pumps, either steam or centrifugal; all dryers and necessary appliances for same; all barrel and package devices, either elevating or conveying; all presses, hydraulic or other powers, filling all gears done in the field, all concrete mixers, and other temporary appliances used in the construction of buildings.
- (9) all coal handling machinery and drivers, crushers, conveyor drags, whether the frames be steel or wood, with all necessary framing and drilling, making all wood boxes and guides, all patent stokers and automatic feeding devices, ash handling machinery, either elevating or conveying, including all monorails and overhead chain conveyors;
- (10) all work as further set out in the Trade Jurisdiction attached hereto as Schedule "C".

ARTICLE TWO
UNION SECURITY AND RECOGNITION:

(a) The Association agrees to hire and/or employ as Millwrights only members in good standing of the United Brotherhood of Carpenters and Joiners of America, as long as the Local Unions or the Council are able to supply the Millwrights in sufficient number to take care of the needs of the Association.

(b) Members hired from the Provincial District Council shall be provided with transportation. Such Millwrights will receive their fare to the **jobsite**, providing he remains on the **jobsite** for a period of one (1) month or for the duration of the job, whichever is less. When the Employee remains on the **jobsite** for a period of two (2) months or for the duration of the job whichever is less he shall receive his return transportation the point of hiring (Toronto). Any subsistence allowances applicable to the members of the affiliated Local Union having jurisdiction over the **jobsite** shall also be paid to the Employee.

To qualify for transportation costs, the Millwright must be a member of a Local Union affiliated with the Millwright District Council of Ontario.

(c) All Millwrights shall be hired by the Employer through the affiliated Local Union Office as listed in Schedule "B" attached hereto and forming an integral part of this Agreement.

The Employer shall be permitted to transfer a maximum of two (2) key men. If an Employer wishes to replace a key man, he must get the approval of the Business Representative(s) of the Local Union (s) involved. At any time the number of key men shall never exceed two (2). The Employer must hire all additional men from the Local Union having jurisdiction in that area.

The Employer shall be permitted to hire two (2) key

men for the first ten (10) members hired, plus one (1) additional man may be requested for each additional ten (10) members hired from the Local Union. Upon first layoff on that project, there shall be no further requests allowed, unless approved by the Business Representative.

An Apprentice shall not be considered a key man. **This is not intended to restrict the movement of Employees within the jurisdiction of the affiliated Local Union.** All men sent or transferred to a locality from other jurisdictions shall, before proceeding to the project, be required to report to the affiliated Local Union having jurisdiction over such locality.

(d) Two working days after a requisition has been made for Millwrights by an Employer to an affiliated Local Union or the Council, and same are unable to supply sufficient Millwrights to meet the needs of the Employer, the Employer then may hire Millwrights from any other source.

(e) Whenever affiliated Local Unions or the Council are unable to supply sufficient Millwrights to meet the needs of the Employer and the Employer hires Millwrights from other sources, it is agreed that these Millwrights-so hired, must within fifteen (15) days of commencement of their employment, apply for membership to the Local Union having jurisdiction for the job or project where said Millwrights are working and comply with all applicable Union regulations for membership therein.

Should an affiliated Local Union be able to supply union men before the applicant has become a member, the union men shall replace the applicant, after forty-eight (48) hours notice by the affiliated Local Union and provided that the applicant has been employed for a minimum of one week, unless otherwise mutually agreed. When travel and room and board provisions apply, the Employee being replaced will not be paid return compensation, nor will the replacing Employee receive compensation as specified in

Article 17, Section (c) have been exceeded in the first instance. The replacing Employee shall receive compensation for return travel providing the conditions of Article 17, Section (d) are met.

Failure on the part of the applicant to comply with the above stated time limit for application, or comply with the union regulations pertaining to membership therein, shall be cause for immediate discharge from further employment.

(f) If a lay-off occurs, the Millwright members of the United Brotherhood of Carpenters and Joiners of America, shall at all times be given preference of employment over applicant Employees.

(g) It is agreed that the Employer when hiring shall give preference of employment to members of the affiliated Local Union having jurisdiction over the area where the work is being performed or is to be performed.

Preference will be given on layoff to members of the Millwright District Council.

The Council agrees that it will give preference to the Association in the employment of its Union members.

(h) The Association recognizes the Council as the sole and exclusive Collective Bargaining Agency for all Employees as defined in Article One of this Agreement in all matters pertaining to wages, hours of work and all other working conditions, and conditions of employment.

The Council recognizes the Association as the sole and exclusive Collective Bargaining Agency for the Employer in the unit of Employers for whom the Association has been accredited in all matters pertaining to wages, hours of work, and all other working conditions and conditions of employment.

(i) It is agreed that any Millwright work that may be sublet to a subcontractor by any party of the First Part, that

it will be done with the understanding that the sub-contractor shall become a party to this Agreement before commencing work.

**ARTICLE THREE
HOURS OF WORK:**

34
4000

(a) DAY SHIFT:

The regular working week shall consist of not more than forty (40) hours of work to be performed during regular shift periods except where a shorter work week is established in accordance with Article Three, Section (e).

A regular shift period shall consist of not more than eight (8) hours of work to be performed on Monday to Friday inclusive of each week (exclusive of the vacation period and holidays) between the hours of 8:00 a.m. and 4:30 p.m. with one-half hour for lunch, which is to be taken between the hours of 12:00 noon and 12:30 pm.

(b) AFTERNOON SHIFT:

The regular working week shall consist of not more than thirty five (35) hours of work to be performed during the regular shift period.

A regular shift period shall consist of not more than seven (7) hours of work to be performed on Monday to Friday inclusive of each week (exclusive of the vacation period and holidays) between the hours of 4:30 p.m. and 12:00 p.m. with one-half hour for lunch which is to be taken between the hours of 8:00 p.m. and 8:30 p.m.

(c) NIGHT SHIFT:

A regular shift period shall consist of not more than thirty five (35) hours of work to be performed during the regular shift period.

A regular shift period shall consist of not more than seven (7) hours of work to be performed on Monday to Fri-

day inclusive of each week (exclusive of the vacation period and holidays) between the hours of 12:01 a.m. and 7:31 a.m. with one-half hour for lunch which is to be taken between the hours of 3:30 a.m. and 4:00 a.m.

(d) When multiple shifts are worked on Saturdays, Sundays and recognized holidays, the above clause will apply.

(e) Where a shorter work week is established by a majority of the Mechanical Trades listed below, on a project or within a geographical area, then such shorter work week and shifts as specified in Sections (a) (b) and (c) of this Article shall be modified and prevail for the Millwright Employees so affected. The Mechanical Trades referred to are: Electrician; Pipefitter; Sheet-Metal Worker; Ironworker and Boilermaker.

(f) Special circumstances on certain jobs including compressed work week may make it necessary to vary the normal starting or quitting time of a shift. Starting and stopping times may therefore be varied by mutual consent, in writing, by the Employer and the Union.

(g) Coffee Breaks will be recognized on all projects. These coffee breaks will be fifteen (15) minutes duration and take place at approximately midway during each half shift.

A coffee break will be allowed before commencing overtime and at other appropriate times during overtime.

²/₁₀ (h) All Employees shall be allowed a minimum of ten (10) minutes before quitting time to put away personal tools and wash up. The Employer shall provide suitable cleansers and towels.

(i) Should any other Mechanical Trade as defined in Section (e) of this Article on the project be supplied transportation to and from the gate or parking lot, the Employer shall provide same for Millwrights under equal conditions.

(See Letter of Intent with respect to this section listed in Schedule "F" of this Agreement).

ARTICLE FOUR

WAGES:

(a) The minimum basic rate of wages for Foremen shall be the prevailing hourly shift rate for Journeymen Millwrights as is established in Article Four of this Agreement, plus an additional fifteen percent (15%).

(b) The minimum basic rate of wages for sub-Foremen shall be the prevailing hourly shift rate for Journeymen Millwrights as is established in Article Four of this Agreement, plus an additional eight percent (8%).

11, 14, 45
5000 (c) The minimum basic rate of wages for Employees employed on the Afternoon and Night Shifts shall be Eight (8) times the hourly base rate for Seven (7) hours work.

Foremen and sub-Foremen shall receive these shift premiums calculated on their rates as established in Article Four, Sections (a).

In the event that an Employee works less than the established hours for a shift, he shall receive a proportionate part of the shift allowance based on hours worked.

(d) The minimum basic rate of wages for Millwrights, Burners and Welders employed in the Province of Ontario shall be as follows:

BASE RATES

Date:	Rate:	Vacation Pay:
September 18th, 1995	\$26.40	10%
May 1st, 1996	\$26.63	10%
May 1st, 1997	\$27.22	10%

(See Schedule "H" for complete monetary package).

(e) Payday shall be Thursday of each week. Payment may be made by cheque. All cheques shall be payable at

par. Payment shall be made during normal working hours. Whenever payday falls on a holiday, then the day before the holiday shall be considered the payday.

Failure on the part of the Employer to comply with the provisions of Article Four (f) the Employee shall be paid waiting time at the current rate of wages, applicable to regular working hours until such time as the Employer is in compliance with this Article. This waiting time will be in addition to wages earned through the waiting period by the Employee.

When an Employee is laid off during regular working hours where the Employer has a pay office within forty (40) Kilometres of the job site, he shall be paid off in full on the job at the time of layoff, and at the same time shall receive his Record of Employment.

The Association agrees to give a Letter of Understanding with respect to where an Employer error has been made in hours paid to the Employee, the Employer will process a separate cheque as soon as possible. The hours or money in question are not to be carried over to the next pay period.

(f) An Employee shall receive a pay slip which shall indicate:

- (1) The name of the Employer;
- (2) The total hours worked at straight time rate;
- (3) The total hours worked at overtime rate;
- (4) The hourly rate;
- (5) The amount of Vacation Pay;
- (6) The accumulated amount of Vacation Pay;
- (7) Details of all deductions;
- (8) The amount of travelling allowance;

(g) Time books are to be closed weekly in conjunction with the U.I.C. pay period, i.e. Sunday to Saturday. Wages to be paid within four (4) regular working days after the closing of the time books.

(h) The minimum rate of wages for Apprentices shall be as contained in Schedule "A" attached hereto, and forming an integral part of this Agreement.

(i) Millwrights will not be required to take directions or instructions in reference to the work being performed, or work to be performed, other than from their Millwright Foremen.

(j) When the number of Employees on a job or project is one (1) to four (4) Millwrights, one shall be appointed sub-Foreman and will receive a minimum of eight percent (8%) above the Journeyman rate.

When the number of Employees on the job or project reaches five (5) Millwrights, one shall be appointed Foreman. This Foreman can be the sub-Foreman. The Foreman will receive fifteen percent (15%) above the Journeyman rate.

From eleven (11) to twenty (20) Employees a further Foreman will be appointed.

This ratio will continue as further Employees are hired.

**ARTICLE FIVE
OVERTIME RATES OF PAY:**

$\frac{37a}{0}$ (a) All time worked before or after an Employee's regular shift, shall be paid for a double the base rate.

$\frac{37b}{0}$ All hours worked after a regular day shift shall be paid at double the base rate until the Employee is given a rest period of not less than eight (8) consecutive hours.

All Employees required to work through the lunch break shall be paid at double the base rate. No premium shall be paid if the lunch break is re-scheduled one half hour before or one half hour after the regularly scheduled lunch break.

(b) All time worked by an Employee between the hours of 12:01 a.m. Saturday and 12:01 a.m. Monday, shall be paid for at the rate of double the base rate. ³⁷⁾
₆₂
0

(c) All time worked by an Employee on any of the following holidays, namely: New Year's Day; Good Friday; Victoria Day; Canada Day; August Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day and any holiday proclaimed by the Government of Canada shall be paid for at double the base rate. ⁵³
₇₉₎

(d) When any of the enumerated holidays as outlined in Article Five, Section (c) of this Agreement falls on a Saturday and/or Sunday, the next regular working day or the preceding working day shall be observed as the holiday in lieu thereof, as agreed by the Business Representative and the Employer.

(e) When an Employee is transferred to or from the Afternoon or Night Shift, as set out in Article Three (3) of this Agreement and does not work for five (5) consecutive regular working days or more, then such work shall be considered overtime and shall be paid for at double the base rate. On Industrial Plant projects, the Employer and the Union will negotiate an arrangement when this Shift Section (e) is not practical.

(See Letter of Intent with respect to this section listed in Schedule "F" of this Agreement).

(f) No Employee shall be permitted to work more than one shift in any twenty-four hour period. Overtime shall be limited to seven hours after completion of a shift except that with the approval of the Union the overtime period may be extended.

(g) All overtime shall be divided as equally as possible amongst all Employees. The job Steward shall be notified whenever overtime is scheduled.

399
999
(h) When an Employee is requested to work more than ten hours on a shift, he will be supplied with a hot meal at the Employer's expense unless the Employee has been notified of such overtime during or prior to his previous shift. In any event twenty (20) minutes will be allowed to consume a hot meal at no loss of pay.

When an Employee is called in to work over and above his regular shift he shall be supplied a hot meal for every four hours at the Employer's expense.

In the jurisdictional areas covered by Local Union 1151, Thunder Bay and Local Union 1425, Sudbury, hot meals will be provided for Millwright members in accordance with the other Mechanical Trades as listed in Section Three (e).

399
999
The Employee shall be supplied at the Employer's expense and an additional hot meal for each four (4) hours of overtime worked thereafter, providing the Employee is required to continue work after the meal break.

(i) When an Employee, who is employed for an established thirty-six (36) hour week, which normally terminates on Friday 12:00 noon and is required to work an additional two hour minimum or more hours, he will be supplied with a meal at the Employer's expense unless the Employee has been notified of such overtime prior to quitting time on Thursday. A thirty (30) minute unpaid break will be allowed to consume the meal.

**ARTICLE SIX
VACATION PERIOD - VACATION PAY
AND STATUTORY HOLIDAYS:**

(a) All Employees shall be entitled to, and shall take two (2) weeks vacation each year.

1-0 ✓ (b) Any Employee that is desirous of taking more than two weeks vacation shall arrange with his Employer for whatever additional time that he desires.

(c) The Employer shall make contributions to the Vacation Pay and Statutory Holiday Trust Fund in accordance with, and to otherwise observe and be bound by the provisions of this Agreement with respect to the Vacation Pay and Statutory Holiday Trust Fund, and the provisions of the Vacation Pay and Statutory Holiday Trust Fund Application submitted to the Director of the Employment Standards Branch, Ministry of Labour for Ontario, by the Association and the Council as same are from time to time amended, supplemented, or replaced:

(d) The Employer shall contribute to the Vacation Pay and Statutory Holiday Pay Trust Fund, Ten percent (10%) of the gross earnings of each Employee covered by this Agreement. The money to be distributed by the Fund in the following manner: Five percent (5%) Vacation Pay to be paid out in June of each calendar year and Five percent (5%) Statutory Holiday Pay to be paid out November of each calendar year. The Employer shall remit such contributions in accordance with the method of payment outlined in Article Eighteen, Section (h).

The Council and the Association shall have equal Trustee Representation to administer the Vacation Pay and Statutory Holiday Pay Trust Fund. The Trustees of the Vacation Pay and Statutory Holiday Pay Trust Fund shall be the same Trustees who administer the Millwright Benefit Plan Trust Funds.

(e) All holidays as outlined in Article Five, Section (c) of this Agreement shall be observed and taken by the Employees, and if the Employees are required to work on these holidays, then such Employees shall be paid for such work as is outlined in Article Five, Section (c) of this Agreement.

(f) No work shall be performed on Labour Day except

to save life or property or unless approved in writing by the Union.

Where the above is not practical due to an emergency outside of normal working hours, and the Employer is unable to notify the Union, he shall do so on the next regular work day.

**ARTICLE SEVEN
SAFETY, HEALTH AND SANITATION:**

(a) The applicable provisions of the Occupational Health and Safety Act for the Province of Ontario, designed to guard the life and safety of the Construction Workmen, shall be applied to all phases of the Millwright employment.

An Employee who is injured in the course of performing his duties and requires medical attention by a Doctor and is certified by the Doctor that he is unable to continue work shall be paid to the end of his regular scheduled work shift on the day of injury, provided it is a lost time injury under the provisions of the Workers' Compensation Act.

The Employer will send a copy of the Workers Compensation Board Form 7 Report of the accident injury to the Local Union Office.

(b) The Employer shall provide sanitary facilities on the job or project for the preservation of public health in accordance with the Occupational Health and Safety Act for the Province of Ontario, and all future amendments.

Should any other mechanical trade as defined in Article Three, Section (e) be supplied or is allowed to utilize sanitary flushing toilets or mobile washrooms on a project, the Employer shall provide same for Millwright Employees, under equal conditions.

(c) The Employer shall provide firstaid facilities on the

job or project as prescribed by the Workers' Compensation Act of Ontario and/or regulations thereunder.

(d) The Employer shall provide a proper place of shelter in which Millwrights may eat their lunch, and heat for such place shall be provided by the Employer during cold weather. The Employer shall also provide a safe, dry place, heated, for Millwrights to keep their personal tools, and such place shall be kept locked at all times when Millwrights are not working. The aforesaid place for tools may be in the form of a tool box or other separated lock-up for the use of the Millwrights on the job only. Only the Company Representative and a Millwright shall have the key to the tool box.

(e) Failure on the part of the Employer to provide for a safe lockup will make the Employer liable for the loss of tools and/or the payment thereof.

(f) When a Millwright tool crib is established, a Millwright shall be in charge of such tool crib.

(g) The Employer will maintain insurance to cover Employee's tools and clothing while on Company property, against loss or damage by fire, or theft by forcible entry, up to a maximum of Fourteen Hundred Dollars (\$1,400.00) per Employee. All claims for tools must be settled within thirty days.

(h) Where raincoats, safety rubber boots, welders' standard mitts, Welding Shields, gloves or other special wearing apparel are required, they shall be supplied for use of the Employees without cost and charged against the Employee if not returned in good condition, normal wear and tear excepted.

On jobs of an abnormally dirty nature, or on jobs where acid or other chemicals damage clothing, the Employer agrees to supply gloves and coveralls.

(i) On any job or project where corrosive elements exist such as those which are considered to be part of manufacturing process, and such corrosive conditions affects the

Employee's working tools, the Employer shall replace the affected tools, the replacement of tools will not be considered when Employees are working in normal atmospheric conditions daily encountered in Steel and Paper Mills, Refinery Processes and like Industries. All claims for tools must be settled within thirty (30) days.

**ARTICLE EIGHT
UNION VISITATION, JOB STEWARDS
AND DISCRIMINATION:**

(a) Affiliated Local Unions and Council Representatives and General Representatives of the United Brotherhood of Carpenters shall have access to all projects during working hours, but in no case shall their visits interfere with the progress of the work. Whenever regulations prevent access to any job or project, the Employer will assist the Union Representative in obtaining the necessary pass or permission to gain access to the job or project.

(b) Where there are two (2) or more Employees on the job or project the Local Union Representative covering the area in which the job or project is located, shall have elected, or may appoint a job Steward (or Stewards if the job or project is large enough to warrant same) and any such Steward that is elected or appointed shall be recognized as the Representative of the affiliated Local Union for the job or project. The Employer and/or his job Superintendent shall be notified as to whom the Steward or Stewards are.

*2/16
12*
The Steward shall be a qualified Journeyman, capable of performing the regular work in accordance with the job or project requirements. He shall be given, irrespective of the order in which he is hired, top seniority of preference in employment and be retained on the job or project, in all cases of reduction of the work force.

The seniority of the Steward employed on shift work applies only to the shift on which he is working.

The Steward shall be notified of all overtime work, and included in such overtime work. However, if it is unreasonable to maintain him on overtime work a substitute Steward will be appointed.

(c) The duty of the Steward shall be to see that this Agreement is not violated and sufficient time without loss of pay shall be afforded him to carry out his duty. The Steward shall have his regular work to perform. The Steward shall in no way be discriminated against for the carrying out of his duties.

The Steward shall report to his Supervisor prior to leaving his station of work to perform necessary union matters.

(d) The Employer shall not transfer a Steward from one job or project to another job or project without the authorization of the affiliated Local Union. No Millwright shall be refused employment because of his race, colour, creed, age or national origin.

**ARTICLE NINE
ABSENCE, DISCHARGE, LAY-OFFS
AND QUITTING OF EMPLOYEES**

(a) The Employer shall allow union members leave of absence without pay to attend Union Conventions and Conferences.

(b) One hour's notice must be given to either party at all times when an Employee is laid-off or when an Employee quits.

(c) When an Employer lays off or dismisses a Millwright, his wages shall be paid in full immediately, and at the same time the Millwright shall receive his Unemployment Insurance Record of Employment.

Whenever an Employer lays off or dismisses an Employee, and the job or project makes it impractical for

the Employer to pay said Employee his wages in full, and have ready for delivery at the same time, the said Employee's Unemployment Insurance Record of Employment, then the said Employer shall send by 'Priority Post' within three (3) regular working days said wages in full and the Unemployment Insurance Record of Employment to the Employee's last known address. In the event that an Employee's wages in full, Unemployment Insurance Record of Employment are not sent Priority Post within three (3) regular working days, then said Employee shall be paid waiting time (in excess of three (3) regular working days) at the current rate of wages applicable to regular working hours.

(d) When a Millwright quits, he will be paid in full on the regular pay day of the work week, at which time the Millwright shall also receive his Unemployment Insurance Record of Employment. If the Employer fails to comply with the provisions hereof, the Millwright shall be paid waiting time at the current rate of wages applicable to regular working hours.

(e) If after five (5) days the Employee has not received his wages and the stipulated forms, the Employee or the Union will be required to initiate a Grievance with the Employer. Failure to initiate the Grievance will terminate the waiting period. If the Grievance is initiated the waiting period will continue until the Employee is paid.

(f) One hour before a Millwright is notified of his termination, the Steward shall be notified in writing of the name or names of the Millwrights affected.

(g) No Employee shall be dismissed or laid off except during his working hours.

However, an Employee may be dismissed for serious misconduct, provided he is still on the project.

(h) No Employee shall be laid off during the first four (4) hours of his shift, except for serious misconduct.

(i) Upon termination of employment the Employee shall receive from the Employer a termination slip. This slip shall indicate the name of the Employee, the time and date that the employment is to be terminated, and the specific reason as to why the Employee's employment is terminated.

The above mentioned slip or carbon copy thereof shall be retained by the Employer.

(j) When an Employee is terminated in an isolated area and has no means of transportation, the Employer shall be responsible for transportation from the job site to the Employee's residence, provided that the Employee has sufficient money being held in wages and expenses by the Employer to cover the cost of this transportation, as this transportation shall be at no cost to the Employer. Article 17, Sections (c) and (d) will still apply where applicable.

**ARTICLE TEN
CLIMATIC AND OTHER CONDITIONS:**

3 (a) When a Millwright employed on a job or project reports as usual for work, but is unable to commence work because of Climatic Conditions, he shall be given two (2) hours' pay at prevailing rates, plus travelling allowances for reporting to the job, provided that the Millwright remains on the jobsite for the two (2) hour period if so requested by the Employer.

2 (b) When a Millwright employed on a job or project reports as usual for work, unless previously advised that there is no work available, he shall be given three (3) hours' pay at the prevailing rates, plus travelling allowance for reporting on the job, provided that the Millwright remains on the jobsite for the three (3) hour period if so requested by the Employer.

(c) If work is started on any shift and is unable to proceed for any reason, the Millwright shall receive a mini-

mum of four (4) hours' pay at the prevailing rates, plus all applicable travelling allowances, provided that the Millwright remains on the jobsite for the four (4) hour period if so requested by the Employer.

(d) Where a limited work force can be used, notwithstanding the application of the conditions outlined in (a), (b) and (c) above, the Foreman shall divide all work as equally as possible amongst all Employees. The job Steward shall be notified of those men scheduled to work.

(e) When possible, all Millwrights required to work outside shall be notified before the end of the previous shift.

ARTICLE ELEVEN GRIEVANCE PROCEDURE:

(a) Where a difference arises between the parties hereto, or between any of the parties hereto, and any person upon whom this Agreement is binding, relative to the interpretation, application or administration of this Agreement, including any question as to whether the matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted as follows:

It is generally understood that there is no grievance until an opportunity is given to adjust a complaint. All complaints must be filed within a period of two (2) weeks from the commencement of the circumstances from which the complaint arose. A period of three (3) working days shall be allowed to adjust a complaint before proceeding to Step One of the Grievance Procedure failing a satisfactory adjustment.

STEP ONE:

The Representative of the affiliated Local Union and the General Superintendent on the job shall endeavour to settle the matter by negotiations between them. In the event that the matter cannot be settled within a period of one (1) regular working day, then the matter shall be referred to Step Two.

STEP TWO:

After exhausting the procedure set out in Step One and before submitting the matter in dispute to Arbitration, the aggrieved party shall submit a report in writing to the other party, and an attempt to settle the matter shall be made within three (3) days of receipt of the letter by direct negotiation between them and/or their designated Representative.

STEP THREE:

If the matter is not settled in Step Two the complaining party shall refer the written complaint forthwith to the Labour-Management Relations Committee of the Association and the Council. Both parties shall be entitled to have representatives at the meetings of this Committee to present their side of the matter.

The Committee shall consist of three (3) members from the Association and three (3) members from the Council. No member directly involved in the Grievance shall sit on the Committee.

If the Labour-Management Relations Committee fails to resolve the matter to the satisfaction of both parties within a period of two weeks from the time the written complaint was received by the Committee or such further period as may be agreed upon between the parties, this step shall be deemed to have been complied with.

A decision of the Labour-Management Committee in favour of the Union or the Association may be enforced by the Union or the Association by filing of the Grievances and the Decision with the Ontario Labour Relations Board pursuant to Section 126 of the Ontario Labour Relations Act (and any successor section).

(b) Any Agreement arrived at between the Parties during, or subsequent to the above step shall be binding upon both parties and on the persons concerned.

(c) Should either of the Parties to this Agreement have

a misunderstanding, complaint or dispute under this Agreement against the other party, a period of two (2) weeks shall be allowed to adjust the said misunderstanding, complaint or dispute and failing a satisfactory adjustment, the Grievance Procedure shall commence with Step Three and this procedure must not be unduly delayed.

(d) It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to Arbitration until after exhausting the above Grievance Procedure in connection with it.

Failing settlement as outlined above, the matter shall then be submitted to Arbitration in accordance with the provisions of Article Twelve.

All time limits mentioned in the Grievance and the Arbitration proceedings may be extended by written mutual agreement between the parties.

No Grievance or Arbitration shall be invalidated by reason of the time limits mentioned or by reason of any defect or form or by any technical irregularity, however, unwarranted or unnecessary delays will not be accepted.

So that better continuity and communication be maintained, the Association requires that a copy of all Grievances sent to either a Contractor or the Labour Relations Board under Section 126 or any other Section of the Act, be forwarded to the Association.

ARTICLE TWELVE ARBITRATION:

(a) After exhausting the procedure set out in Article Eleven, either of the parties may notify the other party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the Party's Appointee to the Arbitration Board.

The recipient of the notice shall within two (2) regular working days advise the other party of the name of its Appointee to the Arbitration Board.

The two Appointees so selected shall within three (3) days of the appointment of the second of them, appoint a third person who shall be Chairman.

If the Recipient of the notice fails to appoint an Appointee, or if the two Appointees fail to agree upon a Chairman within the time limits the appointment shall then be made by the Minister of Labour for Ontario upon request of either party.

The Arbitration Board shall proceed as soon as practicable to hear and determine the difference or allegation, and shall issue a decision, and the decision shall be final and binding upon both parties.

The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

All costs pertaining to the Chairman shall be borne equally by both parties. All costs pertaining to each party's Appointee to the Arbitration Board shall be borne by the party making the appointment or on whose behalf the appointment was made.

(b) In determining any grievance arising out of discharge or other discipline, the Arbitration Board may dispose of the claims by affirming the Employer's action and dismissing the Grievance, or by setting aside the disciplinary action involved and restoring the Grievor to his former position with or without compensation, or in such other manner as may in the opinion of the Board be justified or as is modified by the following subsection (c) of this Article.

(c) When a Millwright has lost time due to unjust discharge or improper layoff, the Arbitration Board shall have the jurisdiction to award compensation to the Millwright.

'Compensation' shall include all applicable pay for time lost and all monetary fringe credits spelled out in this Agreement.

**ARTICLE THIRTEEN
STRIKE AND LOCKOUTS:**

(a) It is agreed that there will be no strikes, lockouts, or slowdowns or collective action by either party so long as the Agreement herein continues to operate.

(b) It shall not be a violation of any provision of this Agreement for any Employee of his own volition to refuse to cross or work behind any legal picket line endorsed by the Council or that has been sanctioned by the Local Building Trades Council, provided the Association is given forty-eight (48) hours' notice.

**ARTICLE FOURTEEN
JURISDICTIONAL DISPUTES:**

(a) The Party of the First Part agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America as contained in Schedule "C" attached to and forming an integral part of this Agreement.

(b) If a Jurisdictional Dispute arises on any job between the Party on the Second Part and any other Building Trades Union that is affiliated with the AFL-CIO Building and Construction Trades Department, same shall be settled by submitting the dispute immediately to the the Canadian Plan for the settlement of Jurisdictional Disputes in the Construction Industry for a decision. The decision rendered by this Board shall be recognized and immediately implemented and such decision shall be binding on all Parties to the dispute.

(c) Both Parties agree to recognize and abide by all agreements covering work jurisdiction as made and entered

into by and between the **International body** or me **United Brotherhood of Carpenters and Joiners of America**, and any other International Union affiliated with the **AFLCIO**.

(d) Any jurisdictional dispute between the Union and any other Building and Construction Trades Union, that involves any work undertaken by the Employer will in no way interfere with the progress of the work. The Parties agree to abide by a decision of the Canadian Plan for the settlement of Jurisdictional Disputes in the Construction Industry for that project.

(e) The Employer shall be kept fully advised of all jurisdictional disputes the Council may have with his subcontractor on the job.

(f) On request of either party to this Agreement, a Pre-Job Conference may be held to view the work to be performed and ascertain work assignments to be made in connection therewith.

(See Letters of Intent with respect to this article listed in Schedule "F" of this Agreement).

**ARTICLE FIFTEEN
GENERAL:**

(a) It is understood and agreed that all Agreements entered into by the Council are subject of the General Constitution of the United Brotherhood of Carpenters and Joiners of America.

(b) It is agreed that this Agreement shall supercede the Agreement that was entered into between the Association and the Council, United Brotherhood of Carpenters and Joiners of America on behalf of its Local Unions, which terminated April 30th, 1995, prior to the signing of this Agreement.

(c) All Contractors shall notify the affiliated Local Un-

ton in the area in which they intend to work of all job locations prior to commencement of such work. Failure to notify the Local Union will result in the Contractors calling a Mark-Up Meeting should the Union so request.

(d) On all jobs or projects employing Millwrights, the Employer shall be responsible for calling a Pre-Job Conference if he deems it necessary.

(e) Should any part of this Agreement or any provisions herein contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal Legislation, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties signatory hereto agree to immediately meet and renegotiate such parts or provisions affected.

ARTICLE SIXTEEN
WELDING TESTS:

(a) All Welders with a current C.W.B. All Position Card about to expire will be tested under the Agreement between the Council and the Association as listed in Schedule "E" and forming an integral part of this Agreement.

(b) Welding hoods broken or damaged on the job shall be replaced by the Employer.

ARTICLE SEVENTEEN
COMMUTING, TRAVEL, TRANSFER
AND BOARD ALLOWANCE:

(a) When an Employee is employed on a job that is not beyond eighty (80) Kilometres direct traffic route from the City Hall, Town Hall, or Municipal Buildings for the Municipality, District or Township where the Local Unions office is situated, he shall be paid commuting allowance as follows:

0 - 16	Kilometres	Free
16.1 - 24	Kilometres	\$ 5.47
24.1 - 32	Kilometres	\$ 7.35
32.1 - 40	Kilometres	\$ 9.04
40.1 - 80	Kilometres	\$16.18

Where Board accomodation is beyond a sixteen (16) Kilometre direct traffic route from the job site, commuting allowances as specified shall apply.

TRAVEL:

(b) When an Employee is employed on a job that is beyond a direct traffic route of eighty (80) Kilometres from the City Hall, Town Hall, or Municipal Buildings of the Municipality, District, or Municipal Buildings or the Municipality, District, or Township from where the Local Union office is situated, his Employer shall pay him for first class transportation from the nearest job or project site including sleeper for night travel and meals where applicable. Upon completion of his employment he shall be paid similar travel expenses to return him from the job.

When an Employee travels by car at the Employer's request, his Employer shall pay him thirty-two cents (.32¢) per Kilometre and the cost of his meals where applicable. Upon completion of his employment he shall be paid similar expenses to return him from the job.

The member will normally take his tools with him, however, when other arrangements are made for transporting the member's tools it shall be at the Employer's expense and such member shall not suffer loss of wages because his tools are not available to him.

(c) For an Employee to qualify for transportation fare and expenses in travelling to a job outlined in Section (b) of this Article, such employee will be required to remain one month on the job, or for the duration of the job, whichever time may be the shorter.

(d) For an Employee to qualify for transportation fare and expenses to return to this point of hiring as outlined in Section (b) of this Article, such employee will be required to remain two months on the job, or for the duration of the job, whichever time may be the shorter.

(e) When an Employee is employed on a job that is beyond a direct traffic route of eighty (80) Kilometres from the City Hall, Town Hall or Municipality Buildings of the Municipality, District or Township where the Local Union office is situated he shall be paid his regular rate of wages for the time he spends travelling to the job as follows:

Over eighty (80) Kilometres -One (1) Minutes pay for each Kilometre travelled to a maximum of eight (8) hours pay.

Upon completion of his employment, he shall be reimbursed the same as when he travelled to the job, provided the Employee qualifies with Section (c) and (d) of this Article.

(f) When an Employee is transferred during working hours and transportation is provided by the Employer, then no transportation costs will be allowed, but the Employer must return the Employee to the place from where he was transferred and pay applicable rates until that time.

(g) When an Employee is transferred at the request of the Employer during working hours and provides his own transportation he shall be paid his applicable wages while travelling from job to job, plus transportation costs of thirty-two cents (.32¢) per Kilometre.

(h) An Employee covered by Section (b) above, shall also receive Board Allowance on the following basis: (All Kilometres to be computed by direct traffic route):

1. Beyond Eighty (80) Kilometres up to One Hundred and Twenty (120) Kilometres --- \$30.80 per day worked;

Beyond One Hundred and Twenty (120) Kilometres up to One Hundred and Sixty (160) Kilometres — \$37.50 per day worked;

Beyond One Hundred and Sixty (160) Kilometres — \$66.00 per day worked;

2. When an Employee working under the geographical jurisdiction of Local Union 1151, Thunder Bay, and Local Union 1425, Sudbury, and such Employee remains on the job or project for a period of fortyfive (45) calendar days from the commencement of his employment, then he shall be granted one (1) weeks Leave of Absence without pay, and be paid mileage in accordance with Section (b) of the above, to point of hiring and return to the job site (if applicable).

The same procedure shall be repeated after each complete fortyfive (45) calendar day cycle.

(i) The Company may elect to supply suitable free board and lodging in lieu of paying the subsistence allowance, such free board and lodging must conform to the Camp Rules and Regulations.

When a camp is established, the Employee shall have the option of camp accomodation or board allowance provided the Employee indicates his choice only once at the time of his initial assignment to the project. When an Employee has chosen not to live in camp he shall not qualify for daily travel time or transportation allowance.

(j) There shall be a twenty-four (24) Kilometre (direct traffic route) zone from the City Hall in which Travel and Board Allowance will not apply in the Communities of Kitchener and Timmins.

Commuting allowance will apply after twenty-four (24) Kilometres (direct traffic route) from the Kitchener City Hall.

Commuting allowance will apply after sixteen (16) Kilometres (direct traffic route) from Ottawa, London, Sault Ste. Marie and Timmins City Halls.

(See Letter of Intent with respect to this Article listed in Schedule "F" of this Agreement).

(k) There will be a forty (40) Kilometre (direct traffic route) free zone from the City Hall in which Travel and Board Allowance will not apply in the communities of Sault Ste. Marie and Ottawa.

(l) There will be a forty (40) Kilometre (direct traffic route) free zone from the City Hall in which Travel and Board Allowance will not apply in the community of London.

From forty (40) to eighty (80) Kilometres, commuting allowances as per the Collective Agreement will apply.

Beyond eighty (80) Kilometres, Board Allowance will apply from the Sarnia Local Union Office.

(m) Travel and Board Allowance will apply from the point of hiring outside the zones specified in (j), (k) and (l) above.

(n) Jurisdictional areas of Jarvis, Caledonia, Hagersville and Cayuga:

In the Township of Caledonia —
16.1 — 24 Kilometres — \$5.47 per day;

In the Township of Hagersville
32.1 — 40 Kilometres — \$ 9.04 per day;

In the Township of Cayuga —
32.1 — 40 Kilometres — \$ 9.04 per day;

In the Township of Jarvis —
40.1 - 80 Kilometres - \$16.18 per day;

(n) Effective on the signing of this Collective Agree-

ment, the Employer will contribute twenty-five cents (.25¢) per hour to a Fund to be set up to cover Commuting, Travel and Board Allowances.

Fifty cents (.50¢) will be contributed for all overtime hours.

This Fund will be administered by the Union.

All Commuting, Travel and Board Allowances currently in the Collective Agreement will remain in force during the lifetime of this Agreement.

Upon the signing of the next I.C.I. Collective Agreement the Commuting, Travel and Board Allowances will come into effect.

Should this Fund accumulate sufficient capital prior to the expiration of the present Collective Agreement it may be implemented by the mutual consent of both parties.

The Employer shall remit such contributions in accordance with the method of payment outlined in Article Eighteen.

**ARTICLE EIGHTEEN
HEALTH AND WELFARE PLAN, PENSION PLAN,
MILLWRIGHT TRAINING FUND,
SUPPLEMENTARY UNEMPLOYMENT
BENEFIT PLAN, VACATION PAY AND
STATUTORY HOLIDAY PLAN, MILLWRIGHT
DISTRICT COUNCIL PROMOTION FUND,
APPRENTICESHIP ASSISTANCE FUND; UNION
DEFENSE FUND; COMMUTING, TRAVEL,
TRANSFER AND BOARD ALLOWANCE FUND:**

(a) It is understood and agreed that pursuant to the Agreement and Declaration of Trust establishing the Millwright Benefit Plan Trust Funds the Employer will enter into an Agreement with the Trustees of the Millwright Ben-

efit Plan Trust Funds agreeing to make contributions to the Millwright Benefit Plan Trust Funds, in accordance with and to otherwise observe and be bound by the provisions of the Agreement and Declaration of Trust establishing the Supplementary Unemployment, Vacation and Statutory Holiday Pay, Millwright Training Fund, Millwright District Council Promotion Fund, Apprenticeship Assistance Fund, the Union Defense Fund, the Commuting, Travel, Transfer and Board Allowance Fund, as same are from time to time amended, supplemented or replaced.

70c, K 1998 7/6 7/2 1999
(b) Effective September 18th, 1995, the Employer shall contribute for the Welfare Plan One Dollar and Eighty Five Cents (\$1.85) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Plan Trust Funds.

Three Dollars and Seventy Cents (\$3.70) per hour will be contributed for all overtime hours.

(c) Effective September 18th, 1995, the Employer shall contribute for the Pension Plan Three Dollars (\$3.00) per hour for each hour earned by the Employee covered by this Agreement to the Millwright Benefit Trust Funds.

Six Dollars (\$6.00) per hour will be contributed for all overtime hours.

79 Effective May 1st, 1996, the Employer shall contribute for the Pension Plan Three Dollars and Twenty Cents (\$3.20) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Plan Trust Funds.

80 Six Dollars and Forty Cents (\$6.40) per hour will be contributed for all overtime hours.

81 Effective May 1st, 1997, the Employer shall contribute for the Pension Plan Three Dollars and Thirty Cents (\$3.30) per hour for each hour earned by each Employee

82 7/19/99

covered by this Agreement to the Millwright Benefit Plan Trust Funds.

Six Dollars and Sixty Cents (\$6.60) per hour will be contributed for all overtime hours.

~~30~~ ~~3~~ (d) The Employer shall contribute for the ~~Supplementary Unemployment Benefit Plan~~ Forty Five Cents (.45¢) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Trust Funds.

Ninety Cents (.90¢) per hour will be contributed for all overtime hours.

(e) The Employer shall contribute for the Millwright Training Plan Ten Cents (.10¢) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Plan Trust Funds.

Twenty Cents (.20¢) per hour will be contributed for all overtime hours.

(f) The Employer shall contribute for the Millwright District Council of Ontario Promotion Fund, Twenty Cents (.20¢) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Plan Trust Funds.

Forty Cents (.40¢) per hour will be contributed for all overtime hours.

This Fund shall be administered by the Council Trustees of the Millwright Benefit Plan Trust Funds.

~~(g)~~ The Employer shall contribute for the ~~Apprentice Assistance Fund~~ Five Cents (.05¢) per hour for each hour earned by each Employee covered by this Agreement to the Millwright Benefit Plan Trust Funds.

Ten Cents (.10¢) per hour will be contributed for all overtime hours.

(h) Commencing with the effective date of this Agree-

ment and continuing thereafter for the life of this Agreement, the Employer agrees to remit contributions and deductions for the Welfare, Pension, Supplementary Unemployment, Millwright Training, District Council Promotion, Apprenticeship Assistance, Industry, Vacation and Statutory Holiday, as detailed in Article Six, the Union Defense Fund, The Commuting, Travel, Transfer and Board Allowance, as detailed in Article Seventeen and Union Dues to the Millwright Benefit Plan Trust Funds by the 15th day of the month following the month in which the hours were earned to the Administrator designated by the Trustees. At no time will any contributions and deductions be paid directly to the Employee.

(i) Any Contractor in default more than fifteen (15) days in remitting payment required under Articles 6, 18, 19 and 20 at the time provided in Article 18, he shall pay to the Trustees, as liquidated damages and not as penalty, the amount equal to six percent (6%) of the arrears for each month or part thereof in which he is in default. In addition the defaulting Contractor shall be liable to pay and agrees to pay interest at the rate of 1-1/2% per month on any unpaid arrears including the liquidated damages specified herein.

(j) It is agreed that, subject to compliance with such other requirements as the Trustees may from time to time establish, the Trustees may accept contributions and deductions to the Millwright Benefit Plan Trust Funds from any Employer with respect of Employees employed by such Employer and such Employer and such Employees shall be considered an Employer and Employees respectively for the purpose of this Article hereof as the same related to the Millwright Benefit Plan Trust Funds,

1. Such Employees are members of the United Brotherhood of Carpenters and Joiners of America or are Employees covered by this Collective Agreement, and

2. Such Employer either directly or through an Association of Employers has entered into a Collective Bargaining Agreement with the Millwright District Council of Ontario, United Brotherhood of Carpenters and Joiners of America on behalf of its affiliated Local Unions, providing for participation in the Millwright Benefit Plan Trust Funds and agreeing to be bound by and to observe the provisions hereof with respect to the Millwright Benefit Plan Trust Funds and the provisions of the Agreement and Declaration of Trust Funds as the same are from time to time amended, supplemented or replaced, and
3. Pursuant to the Agreement and Declaration of Trust establishing the Millwright Benefit Plan Trust Funds such Employer has entered into an Agreement to make contributions and deductions to the Millwright Benefit Plan Trust Funds in accordance with and to otherwise observe and be bound by the provisions hereof with respect to the Millwright Benefit Plan Trust Funds and provisions of the Agreement and Declaration of Trust establishing the Millwright Benefit Plan Trust Funds as the same are from time to time amended, supplemented, or replaced:

Providing however, that the Trustees in any particular case and for such reason as they in their sole discretion by a majority vote of the Trustees deem to be sufficient, shall have authority to waive the requirements of either or both of Paragraphs (1) and (2) hereof.

The Council and the Association shall have equal Trustee representation to administer the Millwright Benefit Plan Trust Funds.

The Benefits received by Employees from the Millwright Benefit Plan Trust Funds shall be those Benefits which are determined from time to time by the Trustees.

(k) Where the Trustees under the Agreement and Declaration of Trust establishing the Millwright Benefit Plan Trust Funds so demand an Employer shall be required to produce within fifteen (15) days his payroll records and books of account for the Trustees in order that they might ascertain whether or not such Employer is meeting his obligations to make contributions.

(l) The interest accrued from the money in the Vacation Pay and Statutory Holiday Pay Fund shall be used as follows, and in the following order of priority:

1. To defray the cost of administering the Vacation Pay and Statutory Holiday Fund;
2. To make good Vacation Pay and Statutory Holiday Pay Fund money defaulted by any Employer in accordance with the provisions of the Vacation Pay and Statutory Holiday Pay Fund Trust Agreement.
3. To accrue to the benefit of the Millwright District Council of Ontario on an annual basis, provided that at all times a proper reserve be maintained in the Vacation Pay and Statutory Holiday Pay Fund, as agreed to by the Board of Trustees.

(m) The Collective Agreement under which the Benefit Plan is established shall require the Trustees of the Plan to promptly notify the Trade Union that is party to the Agreement of the failure to pay the contributions that are owed under the Plan by any Employer that is party to the Agreement.

(n) Where the Council proceeds to arbitration with respect to a claim of delinquency by an Employer under this Article 18 and is successful, the Employer shall pay to the Council all legal fees, expenses and disbursements related to the collection of the delinquency and the arbitrator shall make an order to this effect if requested to do so by the Council.

**ARTICLE NINETEEN
WORKERS COMPENSATION ACT AND BILL #162:**

(a) The Employer shall contribute to the Millwright Benefit Trust Funds Five Cents (.05¢) per hour for each hour earned by an Employee covered by the Agreement, Ten Cents (.10¢) per hour for all overtime hours. This amount to cover the Ontario Government Bill #162.

This Fund will be reviewed on an annual basis to ensure that the funds are sufficient in order to comply with Bill #162.

Such contributions shall be remitted in accordance with the method of payment outlined in Article Eighteen (h).

This Fund shall be administered by the Board of Trustees for the Millwright Benefit Plan Trust Funds.

**ARTICLE TWENTY
UNION LEGAL DEFENSE FUND:**

(a) Commencing with the effective date of this Agreement the Employer shall contribute for the Union Defense Fund five cents (.05¢) per hour for each hour earned by each Employee covered by this Agreement and the Millwright Benefit Plan Trust Funds.

Ten Cents (.10¢) per hour will be contributed for all overtime hours.

Such contributions shall be remitted in accordance with the method of payment outlined in Article Eighteen (h).

This Fund shall be administered by the Council Trustees of the Millwright Benefit Plan Trust Funds.

**ARTICLE TWENTY-ONE
MILLWRIGHT EMPLOYER INDUSTRY FUND:**

(a) Effective September 18th, 1995, the Employer shall contribute for the Industry Fund, Eight Cents (.08¢) per hour

for each hour earned by each Employee covered by this Agreement.

Sixteen Cents (.16¢) per hour will be contributed for all overtime hours.

Effective May 1st, 1996, the Employer shall contribute for the Industry Fund, Ten Cents (.10¢) per hour for each hour earned by each Employee covered by this Agreement.

Twenty Cents (.20¢) per hour will be contributed for all overtime hours.

The Employer shall remit such contributions in accordance with Article Eighteen, Section (h).

This Fund shall be administered by the Board of Directors of the Association.

In addition to the above noted One Cent (.01¢) per hour earned will be contributed to the Industry Fund to cover the cost of Secretariat.

Two Cents (.02¢) per hour will be contributed for all overtime hours.

**ARTICLE TWENTY-TWO
SUPPLEMENTARY UNEMPLOYMENT
DUES CHECK-OFF:**

(a) Effective September 18th, 1995, the Employer shall deduct Supplementary Union Dues in the amount of Fifty Four Cents (.54¢) per hour earned (double time — \$1.08) from the wages of Employees in his employ. (2% of base rate).

Effective May 1st, 1996, the Employer shall deduct Supplementary Union Dues in the amount of Fifty Five Cents (.55¢) per hour earned (double time \$1.10) from the wages of each Employee in his employ. (2% of base rate).

The above amounts include One Cent (.01¢) per hour earned by each employee to cover the cost of Secretariat.

The Employer shall remit such deductions in accordance with the method of payment outlined in Article Eighteen, Section (h).

This Fund shall be administered by the Council Trustees of the Millwright Benefit Plan Trust Funds.

**ARTICLE TWENTY-THREE
PARTICIPATION AGREEMENT:**

(a) Each Employer party to this Agreement and each Employer with whom the Council signed a recognition Agreement to this Agreement requiring contributions to all Funds as described in this Agreement, shall sign a form of Participation Agreement herein set out in Schedule "D" and "D1".

**ARTICLE TWENTY-FOUR
MANAGEMENT RIGHTS:**

(a) The Union agrees and acknowledges that the Employer has exclusive rights to manage the business end and to exercise such rights without restriction, save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement without restricting the generality of the foregoing, it is the exclusive function of the Employer:

1. To hire, transfer, promote, demote, direct, lay-off, discipline and discharge for just cause Employees and to increase or decrease or transfer working forces in accordance with the terms of this Agreement, provided, that a claim for discriminatory promotion, demotion or transfer, or claim that an Employee had been discharged or disciplined without just cause may be the

subject of a Grievance and dealt with as herein provided.

2. To determine the materials and method to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and the location of the equipment.
3. To determine reasonable rules and regulations to be observed by Employees.

It is agreed that this function shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE TWENTY-FIVE
DURATION, CHANGES AND RENEWALS:**

(a) This Agreement shall become ~~effective on September 18th, 1995, to and including April 30th, 1998.~~

(b) ~~It is agreed that this Agreement shall continue in force from year to year, if neither party notifies the other party of its intention to amend, modify or change this Agreement.~~

(c) If however, either party desires to amend, modify or change this Agreement, it shall notify the other party in writing of its desire within ninety (90) days prior to the termination date of this Agreement.

(d) Notwithstanding anything contained in Section (c) above, changes during the life of this Agreement are not excluded but must be mutually agreed upon in writing between the Association and the Council.

SIGNED ON BEHALF OF THE ASSOCIATION OF
MILLWRIGHTING CONTRACTORS OF ONTARIO, INC

George McKay
Ken Niepage
George Patterson

SIGNED ON BEHALF OF THE MILLWRIGHT
DISTRICT COUNCIL OF ONTARIO:

Harry Carruthers
Andrew Dobbie
Ron Miller

Dated this 23rd day of October, 1995:

SIGNED ON BEHALF OF AFFILIATED LOCAL
UNIONS:

Local Union 1007	Ron Coltart
Local Union 1151	Terry Bordynuik
Local Union 1244	Richard Lumley
Local Union 1410	Wayne Van Koughnett
Local Union 1425	Michael Stewart
Local Union 1592	Paul Fitzgerald
Local Union 1916	Daniel Trudel
Local Union 2309	Ron Miller

SCHEDULE " A "
APPRENTICE WAGE RATES:

The minimum basic rate of wages for Apprentices shall be a percentage of the prevailing minimum basic rate of wages for Journeymen Millwrights as established within this Agreement.

The percentage shall be as follows:

From	0 - 1999 hours —	60%
	September 18th, 1995 —	\$15.77;
	May 1st, 1996 —	\$15.98;
	May 1st, 1997 —	\$16.34;
From	2000 - 3999 hours —	70%
	September 18th, 1995 —	\$18.43;
	May 1st, 1996 —	\$18.65;
	May 1st, 1997 —	\$19.06;
From	4000 - 5999 hours —	80%
	September 18th, 1995 —	\$21.08;
	May 1st, 1996 —	\$21.31;
	May 1st, 1997 —	\$21.78;
From	6000 - 8000 hours —	90%
	September 18th, 1995 —	\$23.74;
	May 1st, 1996 —	\$23.97;
	May 1st, 1997 —	\$24.50;

Apprentices shall be employed on a ratio basis of One (1) Apprentice for every four (4) Journeymen Millwrights on the job or project. The Employer agrees to employ a full compliment of Apprentices if readily available who are duly registered with the Industrial Training Branch, Ontario Training Adjustment Board.

All Apprentices will be under the jurisdiction of the Provincial Apprenticeship Committee for Trade Training and any disciplinary action that is considered of a serious nature.

All Apprentices must have been successful in the Apprenticeship Test approved by the Local Provincial Apprenticeship Committee before a Contract of Apprenticeship can be issued.

All Apprentices will be required to take all the training courses that the Committee establishes.

No Apprentice will be given credit for past experience or education status.

No Apprentice will be exempt from any courses that are outlined in the curriculum at George Brown College or other designated Colleges during his three periods of training at the College for the Millwright Training program.

The only hours to be credited to an Apprentice will be through on the job training and full time day school courses as stipulated by the Ontario Training Adjustment Board. It will be the responsibility of the Union to notify the Contractor as to the change of status of an Apprentice. There will be no retroactive adjustment in wages paid to an Apprentice by the Contractor following one week from date of change.

SCHEDULE "B"

The following is a list of the affiliated Local Unions, Business Representatives, their addresses, and the approximate areas they service in connection with the supplying of Millwrights to Millwright Contractors.

1. In the area of the jurisdictional districts of Rainy River, Kenora, (including the Patricia Portion) Thunder Bay and that part of the Districts of Algoma and Cochrane, north of the 49th Parallel and West of the North Driftwood, Abitibi and Moose Rivers to James Bay including the Rivers herein named.

**All Millwrights shall be hired through:
LOCAL UNION 1151 — located at
936 Tungsten Street,
THUNDER BAY, Ontario,
P7B 5Z6.
Telephone — 807-623-3937.
Fax — 807-623-8490.
BUSINESS REPRESENTATIVE —
MR. GORDON MILLIARD;**

2. In the area consisting of the following districts, including Manitoulin Island, and the Islands adjacent thereto, and the area covered by these districts is generally referred to as the Eastern section of Northern Ontario.

District of Sudbury;
District of Timiskaming;
District of Nipissing;
District of Algoma except that portion lying north of the 49th Parallel;

AND that portion of the District of Cochrane lying south of the 49th Parallel and east of the Abitibi and Driftwood Rivers AND the District of Parry Sound.

All Millwrights shall be hired through:

**LOCAL UNION 1425 — located at
767 Barrydowne Road, 3rd Floor,
SUDBURY, Ontario.
P3A 3T6
Telephone — 705-524-7434.
Fax — 705-524-7467.
BUSINESS REPRESENTATIVE —
MR. MIKE STEWART.**

3. In the area consisting of the following counties and regional municipalities known generally as the Eastern portion of Ontario, Russell, Frontenac, Grenville, Dundas, Prescott, Lanark, Carleton, Storemont, Renfrew, Lennox and Addington, Leeds and Glengary,

All Millwrights shall be hired through:

**LOCAL UNION 1410 - located at
724 Bath Road, Unit #6,
KINGSTON, Ontario.
K7M 4Y2.
Telephone — 613-384-4883.
Fax — 613-384-9146,
BUSINESS REPRESENTATIVE —
MR. WAYNE VANKOUGHNETT.**

4. In are former County of Haldimand and Regional Municipality of Niagara

All Millwrights shall be hired through:

**LOCAL UNION 1007 - located at
P.O. Box #8, U.A. Building,
Hwy. #58 and Uppers Lane,
THOROLD, Ontario.
L2V 3Y7.
Telephone — 905-227-1007.
Fax — 905-227-6533.
BUSINESS REPRESENTATIVE —
MR. RON COLTART.**

5. In the Counties or Essex and Kent,

All Millwrights shall be hired through:

**LOCAL UNION 1244 - located at
3161 Lloyd George Blvd.
WINDSOR, Ontario.
N8T 2V5.
Telephone — 519-944-5588
Fax — 519-944-6683.
BUSINESS REPRESENTATIVE —
MR. RICHARD LUMLEY.**

6. In the Counties of Elgin, Middlesex and Oxford,
Lambton, Huron, Perth and Bruce,

All Millwrights shall be hired through:

**LOCAL UNION 1592 - located at
1151 Confederation Street,
SARNIA, Ontario.
N7S 3Y5.
Telephone — 519-337-7021.
Fax — 519-337-7993.
BUSINESS REPRESENTATIVE —
MR. PAUL FITZGERALD.**

7. In the Counties and regional municipalities of Nor-
folk (former County of), Brant, Wentworth, Waterloo, Wel-
lington, Grey, Dufferin and that portion of Halton West of
Highway Number 25 and the Bronte Town Line,

All Millwrights shall be hired through:

**LOCAL UNION 1916 — located at
300 Fennell Avenue East,
HAMILTON, Ontario.
L9A 1T2.
Telephone — 905-385-2462.
Fax — 905-385-8864.
BUSINESS REPRESENTATIVES —**

**MR. ANDREW DOBBIE,
MR. DANIEL TRUDEL,**

8. In the Counties and regional municipalities of Hastings, Haliburton, Peterborough, Northumberland, Prince Edward, Muskoka, Victoria, Durham, Simcoe, York, Peel and that portion of Halton East of Highway Number 25 and the Bronte Town Line.

All Millwrights shall be hired through:

**LOCAL UNION 2309 — located at
79 Sunrise Avenue,
TORONTO, Ontario.
M4A 1A9.**

Telephone - 416-757-8754.

Fax - 416-757-2225.

BUSINESS REPRESENTATIVES —

MR. RONALD MILLER,

MR. JAMES O'NEILL,

MR. WALTER McISAAC,

MILLWRIGHT DISTRICT COUNCIL

OF ONTARIO — located at

79 Sunrise Avenue,

TORONTO, Ontario,

M4A 1A9.

Telephone — 416-757-5161.

Fax — 416-757-0183.

SECRETARY-TREASURER —

MR. HARRY CARRUTHERS.

SCHEDULE "C"
TRADE JURISDICTION:

The United Brotherhood of Carpenters and Joiners of America claims for its Millwright members the following Trade Jurisdiction.

The rigging, unloading, hoisting, dismantling, skidding and cleaning, erecting, fabricating, installing, assembling, lining and adjusting of all Machines including Modular equipment used in the transmission of power in buildings, factories, or elsewhere, be that power, steam, electric, natural gas, gasoline, water, air diesel, atomic, hydraulic, or any new power developed with the evolution of time, or this craft. The Millwright also keeps the machines and equipment in efficient operating condition; performs duties such as, dismantling, moving, installing, commissioning, adjusting or repairing machines, power shafting, pulleys, conveyors, hoists, and other equipment; uses hoist dollies, rollers, tracks, and cranes (overhead and mobile), to aid in moving machinery, uses wrenches, hammers, and other hand tools in erecting or dismantling machines, and installing new or repair parts, uses measuring devices, such as squares, micrometres, calipers, and plumb bobs in erecting machine foundations, in installing the machine and equipment in correct positions, and in aligning power shafting and pulleys.

Setting of all classes of engines, pumps, fans, furnaces, motors, dynamos, generators, air compressors, putting all pulleys, sheaves, and flywheels on same; making and setting of all templets for all machinery requiring foundations and bolts, including actuators, limit switch devices etc. legs, supports or other necessary ancillary structures.

Installation of agitators, airveyors, aprons, blast furnaces, brackets, cableways, caissons, chutes, clips, concentrators, conveyors, coolers, cranes (the erection, installation,

handling, operating and maintenance of all forms of construction work), crushers, curtains, derricks, docks, dredges, drums, dumb waiter enclosures, Electrified Conveyors, escalators, expanded metal, fans, fencing, frames, gates, grating, **grillage** and foundation work, grill work, guards, hangers, hoppers, hot rooms, inclines, iron doors, kilns, lockers, locks, louvres, machinery (moving, hoisting, lowering, and placing on foundations), marquees, material handling systems of whatever type, material altered in field such as: framing, cutting, bending, drilling, burning, and welding by acetylene gas and electric machines, metal curtain wall, monorails, multi-plate operating devices, ovens, pans, pile drivers, plates, porcelain, **pulverizers**, racks,

Robots, storage racks which form part of the building structure, railings, smoke conveyors, spillways, stacks, stage equipment and counterweight systems and rigging for asbestos curtain, stokers, stoves, tanks, tool rails, tracks, travellers, travelling sheaves, vault doors, ventilators, vertical hydraulic elevators and vessels.

Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric; rolls. pan conveyors, and ship hoists, conveyors, belt screw or gravity, whether boxes be steel, iron, wood, the assembling of all travellers and cranes for handling machinery or its products.

Framing and setting of all bridge trees, either wood or steel, where they are not part of the building or structures; all foundations, beams or timbers used for the reception of machinery; legs and all supports for machinery, carriers and chutes; and all hopper bottoms, drilling all necessary holes for same, whether foundations be wood or steel, stone, concrete, or other materials, and all holes for beaming and machinery to be drilled by Millwrights in wood, steel, or other materials, whether ratchet or power drills be used.

All grain handling appliances, cleaners, clippers,

needle machines, car pullers, grain shovels, the manufacture and erection of all wood legs, spouts and conveyor boxes (whether schedule or other pipe), and the erection of all steel or cast iron legs, heads, or boots, and conveyor boxes, framing and erection of all marine legs and ship shovels, framing of all scale timbers and hood hoppers and ganners. Setting of all automatic, all boat tanks or receiving hoppers and devices used for elevator legs, when not of electrical appliances; all dust collectors and necessary sprouting of same: **clagging** all pulleys and bleaching devices of all kinds, All bin valves, turnheads and indicators, all necessary shafting and bearings and supports all drives, rope, belt, chain, or rawhide; all splicing and gluing of same; all pulleys, cable, sprockets and gearing, cutting all key seats in new or old work done in the field. All escalator stairs, amusement devices of all kinds inclusive of gaming machines; framing and erection of all derricks and pile drivers; all bridge machinery, all fans and pumps, either steam or centrifugal; all dryers and necessary appliances for same; all barrel and package devices, either elevating or conveying; all presses, hydraulic or other powers; filing all gears done in the field, all concrete mixers, and other temporary appliances used in the construction of buildings.

All direct and connected machines or any power, hog hoists, and meat handling appliances of all kinds, installing machinery in all classes of plants or mills; flour, cereal, spice, cotton, wool, twine, paper, steel, meat processing and packing, killing and slaughter houses, saw, cement, planing, power and paint mills, machine and woodworking shops or factories, jewellery, and power houses, sugar and oil refineries, starch houses, shoe factories, printing establishments, pulp and paper mills, plywood plants, automobile plants, ore crushers and smelters, mining and smelting industry, melting pots for all types of ore and mineral, fish processing and packing plants, and dairies.

All ice plants and equipment, glue and ice cream

factories where snatching and machinery are used manufacturing or transmitting power.

All coal handling machinery and drivers, crushers, conveyor drags, whether the frames be steel or wood, with all necessary framing and drilling, making all wood boxes and guides, all patent stokers and automatic feeding devices, ash handling machinery, either elevating or conveying, including all monorails and overhead chain conveyors.

The handling and operating of all acetylene and electrical devices for heating, welding, and cutting, when used in connections with Millwright work, cutting and threading of all bolts, also all burning and welding.

All Contractors, and sub-Contractors on all jobs must see that Millwrights will do the work as is outlined herein, which shall include the unloading, hoisting, dismantling, skidding, processing, cleaning, erecting, assembling, lining, and adjusting in connection with any work that is being performed.

This shall include work on all cranes, atomic reactors, automated machinery, rocket and guided missile sites and projects, automatic bowling pin setters, radar stations, power and gravity conveyors of all types, and turbines, this shall also apply to all other work that is not included herein, but still requires the skill of the Millwright.

The fabrication and installation of all bases for the above machinery and equipment.

Finally all work pertaining to machinery used for manufacturing purposes or amusement devices, which with the evolution of time, or this craft, will come under this jurisdictional claim.

This shall also cover all work as may be outlined in any Agreement that is entered into between the United Brotherhood of Carpenters and Joiners of America, and any

other Union that is affiliated with the Building and Construction Trades Department of the AFL-CIO. The above mentioned jurisdictional claims are subject to Trade Agreement to decisions of the former National Joint Board for the Settlement of Jurisdictional Disputes and the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

**SCHEDULE “D”
MEMBER PARTICIPATION AGREEMENT:**

BETWEEN:

THE TRUSTEES OF THE
MILLWRIGHT BENEFIT TRUST FUNDS
HEREINAFTER CALLED THE “TRUSTEES”
ON THE FIRST PART

AND

HEREINAFTER CALLED THE “EMPLOYER”
ON THE SECOND PART.

Pursuant to a Collective Agreement (hereinafter called the “Collective Agreement”) between the Association of the Millwrighting Contractors of Ontario, Inc. (hereinafter called the “Association”) of which the Employer is a member and the Millwright District Council of Ontario, United Brotherhood of Carpenters and Joiners of America on behalf of its affiliated Local Unions (hereinafter called the “Council”), providing for contributions to the Millwright Benefit Plan Trust Funds to fund a Welfare, Pension, Supplementary Unemployment, Vacation Pay, Millwright Training Fund, Apprenticeship Assistance and Millwright District Council of Ontario Promotion Fund, Union Defense Fund, the Commuting, Travel, Transfer and Board Allowance Fund and Industry plans of benefit (hereinafter called the “Millwright Benefit Plan”) for Employees in the construction industry in the Province of Ontario and in consideration of the extension of such Millwright Benefit Plan to cover Employees of the Employer, the Employer covenants and agrees to pay contributions in respect of such Millwright Benefit Plan to the Trustees or as the Trustees may direct, in accordance with the provisions of the Collective Agreement in effect from time to time between the Association and the Council and the Provisions of the Agreement and Declaration of Trust establishing the Millwright Trust Funds

as same may from time to time be amended, supplemented or replaced and to provide to the Trustees or as they may direct such information respecting names of covered Employees employed, hours paid, salary earned and other relevant data as the Trustees may from time to time require.

SIGNED THIS 25th DAY OF SEPTEMBER, 1995.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE TRUSTEES:

SCHEDULE "D-I"
NON-MEMBER PARTICIPATION AGREEMENT:

BETWEEN:

THE TRUSTEES OF THE
MILLWRIGHT BENEFIT PLAN TRUST FUNDS
HEREINAFTER CALLED THE "TRUSTEES"
ON THE FIRST PART

AND

HEREINAFTER CALLED THE "EMPLOYER"
ON THE SECOND PART.

In consideration of the extension to Employees of the Employer of a Welfare, Pension, Supplementary Unemployment, Vacation Pay, Training, Apprenticeship Assistance, District Council Promotion Fund, Union Defense Fund, the Commuting, Travel, Transfer and Board Allowance Fund and Industry Plans of benefit, (hereinafter called the "Millwright Benefit Plan") establishing pursuant to a Collective Agreement (hereinafter called the "Collective Agreement") between the Association of Millwrighting Contractors of Ontario, Inc. (hereinafter called the "Association") and the Millwright District Council of Ontario, United Brotherhood of Carpenters and Joiners of America, on behalf of its affiliated Local Unions (hereinafter called the "Council") by an Agreement and Declaration of Trust (hereinafter called the "Agreement and Declaration of Trust") dated the 1st day of May, 1970, between the Association and the Council, the Employer covenants and agrees to pay contributions to Trust Funds maintained in respect of such Millwright Benefit Plan to the Trustees or as the Trustees may direct, in accordance with the provisions of the Agreement and Declaration of Trust establishing the Trust Funds and the provisions of the Vacation Pay Application as approved by the Director of Employment Standards, Ministry of Labour for Ontario, as the same may from

time to time be amended, supplemented or replaced and the Employer further covenants and agrees to otherwise observe and be bound by the provisions of such Collective Agreement with respect to the Millwright Benefit Plan and the provisions of the Agreement and Declaration of Trust establishing the Trust Funds as the same may be amended, supplemented or replaced and to provide to the Trustees or as they may direct such information respecting names of covered Employees employed, hours paid, salary earned and other relevant data as the Trustees may from time to time require.

SIGNED THIS 25th DAY OF SEPTEMBER, 1995.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE TRUSTEES:

SCHEDULE "E"
MILLWRIGHT WELDER QUALIFICATIONS
TESTING PLAN FOR RE-TESTING OF
CERTIFIED MILLWRIGHT WELDERS:

PURPOSE AND SCOPE:

The Plan is established for the purpose of financing the cost of retesting Millwright Welders in the Province of Ontario. The costs shall be financed by the Association of Millwrighting Contractors of Ontario, Inc. and the retesting shall be supervised by the Canadian Welding Bureau. The Millwright Welders shall be members of the Local Unions affiliated with the Millwright District Council of Ontario. United Brotherhood of Carpenters and Joiners of America (hereinafter called the "Council").

DUTIES:

The duties of the parties to this Plan shall be, but not limited to:

1.1 Investigate, assess, develop, institute and administer the Testing program so as to be of wide benefit to the development of welder qualifications.

1.2 To review and revise the Testing Program regulations from time to time as required by changing conditions.

1.3 To communicate with and assist various Millwright Local Apprenticeship Committees as they may be constituted throughout the Province of Ontario, in accordance with the Rules and Regulations for Apprenticeship Training, established by the Department of Labour.

1.4 Employ such administrative and teacher personnel as may be required for the appropriate conduct of the Testing program and determine all questions of eligibility for testing and all related matters.

**RE-TESTING PROGRAM:
GENERAL REQUIREMENTS:**

2.1 The appropriate Local Union will arrange for the re-test, costs of the test equipment, the place of test, the electrodes, the welding shields, and all other welding accessories such as chipping hammers and wire brushes shall be borne by the Association of Millwrighting Contractors of Ontario, Inc. (hereinafter called the "Association").

2.2 The Canadian Welding Bureau (hereinafter called the "Bureau") will supply test plates for class 'O' prepared, assembled and all ready for manual stick electrode welding. The test plates will be 3/8" thick which will qualify a welder to weld all material thickness.

2.3 The Bureau will have a representative witness the welding and will arrange for x-ray of the welded plates.

2.4 The Bureau will issue Operator Identification Transfer Cards to those Operators who fulfill the test requirements. The cards are valid for two (2) years from the date of test subject to the conditions on back of the card. The cards will be delivered to the Local Union Office for distribution to the Operators, who must sign the cards in the presence of the Union Official.

2.5 The Operator presenting himself for testing must show proof of membership in good standing with the Local Union.

2.6 A Welder requiring a test without previous valid CWB qualifications, or a Welder with Union Welder Test Record card which has been expired thirty (30) days or more, will be required to successfully complete the test plate assemblies for the applicable class.

Class:	Assemblies:	Type:	Designation:	Size:
1. Flat "F"	1GF assembly (Flat)	E7018	(F4)	5/32
2. Horizontal "H"	1GF assembly (Flat)	E7018	(F4)	5/32
	2G assembly (Horizontal)	E7018	(F4)	5/32
3. Vertical "V"	1GF assembly (Flat)	E7018	(F4)	5/32
	2G assembly (Horizontal)	E7018	(F4)	5/32
	3GF assembly (Vertical)	E7018	(F4)	1/8
4. Overhead "O"	1GF assembly (Flat)	E7018	(F4)	5/32
	2G assembly (Horizontal)	E7018	(F4)	5/32
	3GF assembly (Vertical)	E7018	(F4)	1/8
	4GF assembly (Overhead)	E7018	(F4)	1/8

2.7 Operators failing the Bureau supervised tests as outlined above will have the privilege of an immediate test or retest of these test plate assemblies on which he failed.

2.8 An Operator who during test has 'spoiled' a test plate because of conditions, judged by the Bureau Representative as beyond his control will be entitled to a 'replacement' test plate assembly.

2.9 Check-Tests — Welders holding valid all position card F4 electrode designations (about to expire) (30 days'

grace) will be required to weld the following assembly for checktesting.

(3-4) GF assembly (Fillet Vertical) E7018 (F4) 1/8
(Groove Overhead) E7018 (F4) 1/8

GENERAL RECOMMENDATIONS:

In order to avoid unnecessary testing which will not be of benefit to the Council, the Bureau and the Operator, who may waste time and money, the following is suggested:

3.1 All welders will receive monetary grant in lieu of wages and fringe benefits regardless of time or day he is retested.

3.2 An Operator who, in the opinion of the Bureau Representative has not the ability to deposit sound weld metal should be advised not to complete his test and thereby save the cost of x-ray and replacement plates. This could be decided by visual examination of deposited weld metal by the Bureau Representative during welding.

3.3 An Operator attempting the test shall hold a class "O" Canadian Welding Bureau Ticket All Position.

3.4 The Local Union should discourage its members from attempting a test if there is a great possibility of failure through lack of experience or other causes such as poor working or personal habits.

3.5 The Local Union should encourage its members to improve their knowledge by recommending that they pursue courses in welding. The Bureau has excellent 'home study courses' on welding as generally outlined in its bulletin. The course which is recommended is "Welding Fundamental Principles and Practices."

BUREAU SCHEDULE OF FEES:

4.1 The Bureau Schedule of Fees shall be as listed in the Agreement between the Bureau and the Council, which from time to time may be amended.

RE-IMBURSEMENT:

5.1 The Millwright District Council will forward an invoice covering their costs for conducting the tests to the Association for payment. The statement and invoice must be approved by the Secretary/Treasurer of the Millwright District Council.

5.2 The Millwright District Council will advise the Association of the names of the applicants who took the test and report the results of the test on an approved reporting card designed by the Association and the Council.

5.3 If a welder fails his test on one coupon, the Association will bear the cost of the additional test on one coupon. The welder will not be paid for taking such test.

SCHEDULE "F"
LETTERS OF INTENT WITH RESPECT TO
THE COLLECTIVE AGREEMENT:

ARTICLE THREE — SECTION (i) —
TRANSPORTATION FROM GATE
OR PARKING LOT:

Should the Employer on certain occasions hire only Millwrights, he shall supply the same type of transportation to and from the parking lot or the gate as he has supplied in the past or will supply in the future to other Mechanical Trades as spelled out in this Agreement.

ARTICLE FIVE — SECTION (e) —
TRANSFER TO OR FROM
THE AFTERNOON OR NIGHT SHIFT:

This article applies only when the Employer transfers to or from the Afternoon or Night Shift, Millwrights who are already employed by the Employer.

If the Employer requires Millwrights for the Afternoon or Night Shift and hires them from the Union Office, they will be paid the shift rate regardless of how many days they work on that particular shift.

On existing industrial plant projects, the Employer and the Union will negotiate an arrangement when this shift section (e) is not practical.

ARTICLE FOURTEEN —
JURISDICTIONAL PANEL:

If a Jurisdictional Panel is established for the Province of Ontario, prior to the termination of this Agreement, the Association of Millwrighting Contractors of Ontario Inc. and the Millwright District Council of Ontario hereby agree to meet for the purpose of investigating the implementing of this Disputes Panel as part of the Collective Agreement.

**ARTICLE FOURTEEN —
JURISDICTIONAL DISPUTES:**

Upon a request from the Millwright District Council of Ontario to the Association for Jurisdictional Assignment Sheets on a job or project, the Association shall notify the Employer to forward same to the Council.

**ARTICLE SEVENTEEN (j) —
COMMUTING, TRAVEL, TRANSFER
AND BOARD ALLOWANCE:**

On all projects in the Timmins and Sault Ste. Marie areas, the Contractor shall call a meeting with the Local Union Representative(s) to deal with the available Local manpower. If problems manning a job with the Local Millwrights exist, the Contractor and the Union shall mutually agree on Board Allowance.

SCHEDULE "G"
ENABLING CLAUSE:

ARTICLE 01.

Where a particular Article or Articles of this Collective Agreement requires adjustment in a specific Local Union Jurisdictional Territory, the terms and conditions of this Agreement for that Local Union area only may be modified for a particular project by mutual consent of the Local Union and the Contractors concerned.

All application for modification to the Agreement shall be in writing and shall include all contractors bidding on the same project.

ARTICLE 02.

Such proposed amendments shall be submitted to the Millwright District Council of Ontario, and the Association of Millwrighting Contractors of Ontario, Inc. for discussion purposes. These proposed amendments shall only take effect upon the signed approval of both Designated Bargaining Agencies. Such approval shall not be unreasonably withheld by either party.

ARTICLE 03.

It being understood and agreed that where mutual agreement for change can not be achieved, the request shall not be subject to either Grievance or Arbitration.

ARTICLE 04.

Such exemption or amendment when endorsed by the parties shall amend the applicable provisions of this Agreement.

SCHEDULE "H"
TOTAL MONETARY PACKAGE

	Sept. 18th, 1995:	May 1st, 1996:	May 1st, 1997:
Wages	\$26.40	\$26.63	\$27.22
Vacation Pay	2.64	2.66	2.72
Welfare	1.85	1.85	1.85
Pension	3.00	3.20	3.30
SUB	.45	.45	.45
Millwright Training Fund	.10	.10	.10
Apprenticeship Assistance	.05	.05	.05
District Council Promotion	.20	.20	.20
Industry (inc. of Secretariat)	.09	.11	.11
Bill #162	.05	.05	.05
Legal Defense	.05	.05	.05
Travel & Board	<u>.25</u>	<u>.25</u>	<u>.25</u>
Total Package	<u>\$35.13</u>	<u>\$35.60</u>	<u>\$36.35</u> <i>B.R.</i>
Foremen	\$30.39	\$30.63	\$31.31
Vacation Pay	3.04	3.06	3.13
Sub-Foremen	\$28.53	\$28.76	\$29.40
Vacation Pay	2.85	2.88	2.94

SCHEDULE "T"
FORM A-T-2200:

When members are hired through the Millwright District Council of Ontario Office, in accordance with Article Two (b) of the Collective Agreement, and such members are required to work without Room and Board, and are required to travel over fifty (50) miles, the Employer shall complete Form A-T2200 when requested by the Employee.

MEMBERSHIP LIST
March 1995

- / Aldin Ind. Inst. Ltd. ✓
460 South Service Road
Oakville, Ontario L6K 2H4 (905) 849-6688
G. Green Fax (905) 845-2468
- / Allied Conveyors Ltd. ✓
902 Dillingham Road
Pickering, Ontario L 1 W 1Z6 (905) 839-5196
S. Hammell Fax (905) 283-3776
M. Wetzel
- /Bennett & Wright Ltd. ✓
47 Cranfield Road
Toronto, Ontario M4B 3H7 (416) 751-5111
J.R. Baker Fax (416) 751-9873
- /Black & McDonald Ltd. ✓
101 Parliament Street
Toronto, Ontario M5A 2Y7 (416) 366-2541
G.L. McKay Fax (416) 416-361-5918
K. Bonning
- /Blenkhorn - Sayers Ltd. ✓
P.O. Box 3010
100 Grantham Avenue
St. Catharines, Ontario L2R 7B9 (905)684-9251
S. McLean Fax (905) 684-3336
- , Bluebird Construction ✓
Box 284
Porcupine, Ontario P9N 1C0 (705) 235-3364
T. Budd Fax (705) 235-8499
- / Boss Tech Contracting Inc. ✓
875 Foster Avenue
Windsor, Ontario N8X 4W3 (519) 972-7747
R.E. LeBlanc Fax (519) 972-7624
W.H. Plante

- ✓ Calorific Const. Ltd. ✓
 3450 Landmark Road
 Burlington, Ontario L7M 1S8 (905) 335-9592
C. Kalyn Fax (905) 335-2070
- ✓ Campbell-Cox Ltd. ---
 P.O. Box 623
 Guelph, Ontario N1H 6L3
W. Cox (519) 836-4051
R. Hullachan Fax (519) 836-9388
- ✓ Canron Inc. E S D ✓
 100 Disco Road
 Rexdale, Ontario M9W 1M1
L. Davis (416) 675-6400
D. Poole Fax (416) 675-6522
- ✓ Christman & Associates Cont. ✓
 P.O. Box 130, R.R. #1
 St. Agatha, Ontario NOB 2L0
R. Strauss (519) 747-1000
L. Henhoeffler Fax (519) 747-9963
- ✓ Adam Clark Comany Ltd. ✓
 P.O. Box 875
 Brantford, Ontario N3T 5R7
K.N. Niepage (519) 751-8000
P. Ward Fax (519) 751-8018
- ✓ Clow Darling Limited ✓
 P.O. Box 578
 Thunder Bay, Ontario P7C 4W4 (807) 623-7485
A. Hollis Fax (807) 622-2569
- ✓ Commonwealth Const. Co. ✓
 4599 Tillicum Street
 Burnaby, B.C. V5J 3J9
G. Cook (604) 431-6000
R.A.S. March Fax (604) 431-6088

Comstock Canada
 3455 Landmark Road
 Burlington, Ontario L7M 1T4
W. Corp
D. Flynn (905) 335-3333
 Fax (905) 335-0304

Cosh Mechanical
 59 I Ewing Street
 Cobourg, Ontario L9A 5G I
C. Henderson (905) 373-4864
 Fax (905) 373-1554

R.J. Cyr Co. Inc.
 R.R. #1
 Maidstone, Windsor, Ontario
 NOR 1K0
R. Cyr (519) 737-6194
R.J. Cyr Sr. Fax (519) 737-6566

Dielco Ind. Contractors Ltd.
 1032 Hubrey Road
 London, Ontario N6N 1 B5
C. Dieleman (519) 685-2224
 Fax (519) 685-6818

Dominion Bridge Inc.
 A United Dominion Company
 2829 Sherwood Heights Dr.
 Oakville, Ontario L6J 7R7
P.D. Mitchell (905) 829-5225
D. Goss Fax (905) 829-5292
 Fax (905) 829-5224

E K T Group Inc.
 P.O. Box 457
 Thunder Bay, Ontario P7C 4W4
J. Sinclair (807) 623-5211
D. Magne Fax (807) 623-7415

ES. Fox Ltd.
 6 I Thorold Road
 Welland, Ontario L3B 5P1
E.S. Fox Jr. (905) 735-2401
 Fax (905) 735-5916

- ✓ Robt. Globe Elect/Mech Ltd.
P.O. Box 1000
Beamsville, Ontario L0R 1B0
R. Globe (905) 563-4948
D. Shaw Fax (905) 563-5542
- ✓ Hartford Installations Inc. ✓
6 Mavis Road
Mississauga, Ontario L5C 1T8 (416) 740-6090
L. Marzetti Fax (416) 740-7210
- ✓ Ind. Cont. Assn. Canada ✓
c/o Delta Catalytic Corp.
154 Sheldon Drive
Cambridge, Ontario N1R 7K9 (519) 622-0223
T. Fanelli Fax (519) 622-0351
- ✓ Kingston Contracting Ltd. ✓
129 Milvan Drive
Weston, Ontario M9L 1Z8 (416) 747-8563
D. Hamilton Fax (416) 747-8660
- ✓ Ian Martin Associates Ltd. ✓
105 Robinson Street (905) 815-1600
Oakville, Ontario L6J 1G 1 (905) 815-1010
- ✓ Robert Laframboise Mech. ✓
1397 Rosemount Avenue
Cornwall, Ontario K6J 3E5 (613) 933-6664
W. Harquail Fax (613) 933-9848
- ✓ LamSar Mech. Contractors Ltd. --
P.O. Box 338
Sarnia, Ontario N7T 7J2 (519) 332-5010
J.A. Kennedy Fax (519) 332-5962
- ✓ Mainway Ind. Inst. Ltd. ✓
150 South Service Road
Stoney Creek, Ontario L8E 3H6 (905) 664-1001
P. Bibby Fax (905) 664-3220
J. Ramkissoon

Mathews Conveyer Co.
Div. **FKI** Industries Can. Ltd.
P.O. Box 30
Port Hope, Ontario L1A 3W1
L. Klitzke

(905) 885-2491
Fax (905) 885-5934

M.H.E. Contracting Ltd.
7300 Rapistan Court
Mississauga, Ontario L5N 5S 1
C.A.R. Underhill
A.D. Ewing

(416) 560-0500
(416) 567-7300
Fax (416) 567-0585

Milrig Industries
150 Exmouth Street
Sarnia, Ontario N7T 5M3

L. Sandrin
P. Gibbons

(519) 336-5588
Fax (519) 336-5659

Nicholls-Radtke Ltd.
P.O. Box 2246
Cambridge, Ontario N3C 2V8
H. Brown

(519) 740-7477
(519) 740-7480
Fax (519) 621-8430

On Site Group
20 Howard Place
Kitchener, Ontario N2K 2Z4

T. Schlotzhauer
D. Clemmens

(519) 578-5501
Fax (519) 578-5154

Process Mech. Inst.
R.R. #1
Ayr, Ontario NOB 1 E0

C. Snyder
P. Fitton

(519) 622-5520
Fax (519) 622-5852

Refac Industrial Contractors
120 Sinasac Street East
P.O. Box 849
Harrow, Ontario NOR 1G0

F. Ferendes

(519) 738-3507
Fax (519) 738-3230

- ✓ Riverside Machinery Inst.
 - P.O. Box 21013
 - Tecumseh Centre Postal Outlet
 - Tecumseh, Ontario N8N 4S 1
 - D. Fisher**
 (519) 979-3833
 (519) 252-4441

- ✓ Ryco-Alberici A Jt. Venture
 - P.O. Box 301
 - Hamilton, Ontario L8N 3G4
 - L.R. Eller**
 - D.E. Munro**
 (905) 522-3541
 Fax (905) 528-885 1

- ✓ Sheaffer-Townsend Mech/Elect.
 - P.O. Box 337
 - Hamilton, Ontario L8N 3H1
 - R.G. McDade**
 - W.H. Waring**
 (905) 547-2501
 Fax (905) 547-5367

- ✓ Spantec Constructors Ltd.
 - 5080 Commerce Blvd.
 - Mississauga, Ontario L4W 4P2
 - R. Le Chien**
 - W. Banks**
 (905) 238-0007
 Fax (905) 238-1986

- ✓ Sulzer Escher WYSS Hydro
 - 555 Rue Notre Dame
 - Lachine, Quebec
 - H8S 2B1

- ✓ Sutherland-Schultz Inc.
 - P.O. Box 91326
 - Kitchener, Ontario N2G 4H5
 - K. Walsh**
 - R. Brock**
 (519) 743-4123
 Fax (519) 743-1628

- ✓ The On-Site Group
 - 20 Howard Place
 - Kitchener, Ontario N2K 2Z4
 - T. Schlotzhauer**
 - D. Clemmens**
 (519) 578-5501
 Fax (519) 578-5154

The State Group
2 150 Islington Avenue, 4th Floor
Etobicoke, Ontario M9P 3V4
R.A. Brown (416) 240-0610
D.G. Thompstone Fax (416) 240-7920

Trades Incorporated
Essex Machine Installation Co.
1362 Lauzon Road
Windsor, Ontario N8S 3N1
J. Thomas (519) 944-9700
P. Morris Fax (519) 944-9784

T.R.E.L. of Sarnia Ltd.
1 165 Confederation Street
Sarnia, Ontario N7S 3Y5
D. DiCarlo (519) 3327-5421
Fax (519) 332-8652

Venshore Mechanical Ltd.
P.O. Box 1405
Thunder Bay, Ontario P7C 5W2
D.M. Godin (807) 623-6414
M.M. Jurcik Fax (807) 623-5357

Jervis B. Webb Co. of Can. Ltd.
1647 Burlington Street East
Hamilton, Ontario L8H 7M5
R.J. Burnham (905) 547-0411
R.P. Lane Fax (905) 549-3798

Western M/E Millwright Serv.
140 Vespra Street
Barrie, Ontario L4N 2G5
P. Duivenvoorden (705) 737-4135
L. Eisses Fax (705) 737-1765

Printed by Thistle Printing Limited
14 Coldwater Road, Don Mills, Ontario
M3B 1Y7

