

COLLECTIVE AGREEMENT

Between

THE ASSOCIATION OF MILLWRIGHTING
CONTRACTORS OF ONTARIO, INC.

- and -

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

On Behalf Of

AFFILIATED LOCAL UNIONS
1007: 1151: 1244: 1410:
1425: 1592: 1916 AND 2309:

EFFECTIVE
AUGUST 12th, 2001 TO
APRIL 30th, 2004

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COLLECTIVE AGREEMENT

between

**The Association of Millwrighting
Contractors of Ontario, Inc.**
(hereinafter called the "Association")

- and -

**The Millwright Regional Council of Ontario,
United Brotherhood of Carpenters and Joiners
of America**

(hereinafter called the "Council")

on behalf of

**Affiliated Local Unions 1007: 1151: 1244: 1410:
1425: 1592: 1916 AND 2309:**

(hereinafter called the "Local Unions" or
the "Local Union" if used in the singular)

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;

AND 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:

ARTICLE ONE —
SCOPE OF AGREEMENT AND RECOGNITION

(a) The word "Employee(s)" or "Millwright(s)" when used herein shall mean and include Forepersons, Welders, Burners and all other Journeypersons 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 Collective 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, and forming an integral part of this Agreement, 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 actuators, 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 templates 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, filing 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 Employer 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 Employer.

(b) Nothing Herein Is Intended To Restrict The Movement Of Employees Who Are Members Of The Local Union Having Jurisdiction Over The Project.

Mobility: (Transfer of manpower to a project in another Local Union area)

The Employer shall be permitted to transfer the first two (2) Millwrights required on a project or any two of the first ten from any other affiliated Local Union area. Thereafter, the Employer may transfer up to twenty percent (20%) of the total number of Millwrights on a project from another Local Union area. If an Employer wishes to replace a transferee he must notify the Business Representative of the Local Union involved.

It is understood that apprentices can be transferred from one Local Union area to another under the provisions of this section provided the apprentice to journeyman ratio in the Trades Qualification and Apprenticeship Act Regulations is maintained on the project (i.e. initially one apprentice to one journeyman and then one apprentice for every four journeymen thereafter).

Where an Employer transfers manpower from another affiliated Local Union, the Employer will advise the Local Union having jurisdiction over the project in advance of their arrival by facsimile transmission.

Hiring: (Acquisition of additional manpower)

When hiring, all Millwrights shall be hired by the Employer through the affiliated Local Union having jurisdiction

over the project as listed in Schedule "B" attached hereto and forming an integral part of this Agreement. The Employer may name hire one of every three additional Millwrights requested from the Local Union (i.e. 33% name hire).

When tilling a request for manpower from an Employer, the Local Union will send a list of the **manpower** being referred to the Employer by facsimile confirming the **names** and classification status of the referrals.

(c) 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 and such employees shall be issued a work permit and a referral slip from the Local Union having jurisdiction over the project.

(d) 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 Millwright being replaced will not be paid return compensation, nor will the replacing Millwright receive compensation as specified in Article 17, Section (c). The replacing Millwright 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.

(e) If a layoff 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.

(f) 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 Council.

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

(g) It is agreed that any Millwright work that may be sublet to a subcontractor by any Employer, that it will be done with the understanding that the subcontractor shall become a party to this Agreement before commencing work.

(h) The parties agree that the provisions of this Collective Agreement dealing with mobility and hiring shall apply for the duration of the Agreement, and an Employer may not make the election under Section 163.5(1) of the Labour Relations Act for the duration of this Collective Agreement.

ARTICLE THREE — HOURS OF WORK

(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 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 p.m.

(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

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 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) 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 of 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.

(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) on the project be supplied transportation to and from the gate or parking lot, the Employer shall provide same for Millwrights under equal conditions.

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 FOUR — WAGES

(a) The minimum basic rate of wages for Forepersons shall be the prevailing hourly shift rate for Journeyperson Millwrights as is established in Section (d), plus an additional four dollars and ten cents (\$4.10) per hour.

(b) The minimum basic rate of wages for Sub-Forepersons

shall be the prevailing hourly shift rate for Journeyperson Millwrights as is established in Section (d), plus an additional two dollars and twenty-five cents (\$2.25) per hour.

(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.

Forepersons and Sub-Forepersons shall receive these shift premiums calculated on their rates as established in Sections (a) and (b).

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 employed in the Province of Ontario shall be as follows:

Base Rates

DATE:	RATE:	VACATION PAY:
August 12th, 2001	\$28.94	10%
May 1st, 2002	\$29.49	10 %
May 1st, 2003	\$29.99	10 %

(See Schedule "G" 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.

In the event the Employer fails to comply with the provisions of Section (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.

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. Any error in hours paid to the Employee will be corrected and processed on a separate cheque within seventy-two (72) hours.

(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; and
- (8) the amount of travelling allowance.

(g) Time books are to be closed weekly in conjunction with the E.I. 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 Foreperson.

(j) When the number of Employees on the job or project is one (1) to four (4) Millwrights, one shall be appointed Sub-Foreperson.

When the number of Employees on the job or project reaches five (5) Millwrights, one shall be appointed Foreperson. This Foreperson can be the Sub-Foreperson.

When more than ten (10) Employees are employed on the job or project, there shall be a minimum of one (1) Foreperson and one (1) Sub-Foreperson.

Any additional Sub-Foreperson or Foreperson shall be appointed at the Employer's discretion.

Where Employees are working as a composite crew with another trade(s), the ratio of Forepersons and Sub-Forepersons shall be the same as other trade(s) involved with the work. If the other trade has the foreperson, then the next sub-foreperson shall be a Millwright.

ARTICLE FIVE — OVERTIME RATES OF PAY

(a) All time worked before or after an Employee's regular shift, shall be paid for at double the base rate.

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.

(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 and/or Ontario shall be paid for at double the base rate.

(d) When any of the enumerated holidays as outlined in Section (c) 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 Executive Secretary-Treasurer of the Council and the Employer.

(e) No Employee shall be permitted to work more than one shift in any twenty-four hour period. All hours in excess of the single shift shall be paid for at overtime rates of pay. Overtime shall be limited to seven hours after completion of a shift except that with the approval of the Local Union the overtime period may be extended.

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

(g) 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 115 1, 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 Article Three, Section (e).

The Employee shall be supplied at the Employer's expense 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.

(h) 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.

(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 vacation and statutory holiday money shall be distributed 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.

(d) 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.

(e) No work shall be performed on Labour Day except to save life or property or unless approved in writing by the Local Union. Where the aforesaid is not practical due to an emergency outside of normal working hours, and the Employer is unable to notify the Local 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 Workers, 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 Workplace Safety and Insurance Act.

The Employer will send a copy of the Workplace Safety and Insurance Board Form titled "Employer's Report of Injury/Disease" 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 first-aid facilities on the job or project as prescribed by the Workplace Safety and Insurance Act 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 Employer 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 job site, against loss or damage by fire, or theft by forcible entry, up to a maximum of one thousand five hundred dollars (\$1,500.00) per Employee. All claims for tools not settled within fifteen (15) days will be referred to the Labour Management Relations Committee for a decision..

(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 the manufacturing process, and such corrosive conditions affect 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 not settled within fifteen (15) days will be referred to the Labour Management Relations Committee for a decision.

**ARTICLE EIGHT —
UNION VISITATION AND JOB STEWARDS:**

- (a) (i) **After first contacting the senior representative of the Employer on the job site, the Business Representative or Agent of the Local Union shall have access to visit the job site, but in no case shall these visits interfere with the progress of the work.**
- (ii) Whenever regulations prevent such access to any job site, the Employer representative will assist the Business Representative or Agent in obtaining the necessary pass or permission to gain access to the job site.

(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 appoint a job Steward (or Stewards if the job or project is large enough to warrant same) and any such Steward 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.

The Steward shall be a qualified Journeyperson, 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. Only the first named Steward will have top seniority.

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.

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

(a) The Employer shall allow Millwright 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 E.I. 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 the Employee his wages in full, and have ready for delivery at the same time the Employee's E.I. Record of Employment, then the Employer shall send by Priority Post, within three (3) regular working days, said wages in full and the E.I. Record of Employment to the Employee's last known address. In the event that an Employee's wages in full and E.I. Record of Employment are not sent by Priority Post within three (3) regular working

days, then the 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.

In the event of a disruption in the mail service, the Employer shall use a courier rather than Priority Post.

(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 E.I. 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 of layoff or dismissal an 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 a 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 Millwright(s) 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 —
REPORTING ALLOWANCES:

(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 job site for the two (2) hour period if so requested by the Employer.

(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 job site for the three (3) hour period if so requested by the Employer. This does not apply if there is a labour dispute.

(c) If work is started on any shift and is unable to proceed for any reason except a labour dispute, the Millwright shall receive a minimum of four (4) hours' pay at the prevailing rates, plus all applicable travelling allowances, provided that the Millwright remains on the job site 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 Sections (a), (b) and (c), the Foreperson 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 regarding the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the matter shall be adjusted under the following provisions.

(b) It is generally understood that an Employee has no grievance until an opportunity has been given to adjust a complaint. The Employee may discuss the matter, with or without the Steward or Union Representative, with supervisory personnel. A period of three (3) working days shall be allowed to adjust a complaint before proceeding to Step One of the grievance procedure.

(c) All grievances, including individual, group or policy grievances, must be in writing and must be filed at Step One within twelve (12) working days from the commencement of the circumstances from which the complaint arose. The grievance shall set out the nature of the grievance, the article(s) alleged violated and the nature of the remedy sought.

STEP ONE

(d) The grievance must be filed with the Association and the Employer if it is a Council, Local Union or Employee grievance; or with the Council if it is an Association or Employer grievance, as the case may be. The parties shall endeavour to resolve the grievance within twelve (12) working days from the date the grievance was filed. The grieving party shall be given a written reply to the grievance.

STEP TWO

(e) If a grievance is not settled at Step One, or no reply is given within twelve (12) working days from the date the

grievance was filed at **Step One**, the grievance in writing shall be referred by the grieving party to the Association and the Council within one month of the filing at **Step One**. An Association Representative and a Council Representative will endeavour to settle the grievance within five working days of receipt of the grievance.

STEP THREE

(f) If a grievance is not settled at **Step Two** within the time allowed, the grievance shall be referred, by the grieving party's representative, to the Labour Management Relations Committee within five working days. **(N.B.** The parties will establish a standing **bi-monthly** schedule for hearing such grievances).

Where there is a potential ongoing liability, the Labour Management Relations Committee will meet as soon as practically possible to deal with the matter. All parties shall be entitled and encouraged to have representatives at the meeting to present their side of the matter.

(g) The Labour Management Relations 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 Labour Management Relations Committee.

(h) A decision of the Labour Management Relations Committee in favour of the Council or the Association may be enforced by the Council or the Association by filing the grievance and the decision with the Ontario Labour Relations Board pursuant to Section 133 of the Ontario Labour Relations Act (and any successor section).

If the Labour Management Relations Committee fails to resolve the matter to the satisfaction of both parties to the grievance within a period of twelve (12) working days from the time the written grievance was received by the committee or such further period as may be agreed upon

between the parties to the grievance, the matter may be referred to arbitration in accordance with Article Twelve.

(i) The Association shall be provided with a copy of all grievances and referrals to the Labour Management Relations Committee as soon as possible.

(j) All time limits cited in the grievance and arbitration provisions may be extended by written mutual agreement between the parties. No grievance or arbitration shall be invalidated by reason of a bona fide breach of time-limits or by reason of any defect in form or technical irregularity, however, unwarranted or unnecessary delays will not be accepted. In determining time limits, Saturday, Sunday and public holidays shall be excluded.

ARTICLE TWELVE — ARBITRATION

(a) If the grievance is not resolved at Step Two, it may be referred to arbitration within twelve (12) working days of the completion of Step Two. A party proceeding to arbitration shall have the option of selecting either private arbitration or the Ontario Labour Relations Board pursuant to Section 133 of the Ontario Labour Relations Act. Copies of all referrals to arbitration shall be provided to the Association/Council, as the case may be.

(b) Where a party proceeds to private arbitration, it shall be to a Board of Arbitration unless the parties agree on a single Arbitrator. Each party shall name its own nominee to the Board of Arbitration and the two nominees shall select the Chairperson of the Board of Arbitration.

(c) If the parties are unable to agree upon a single arbitrator, or the Chairperson of the Board of Arbitration, as the case may be, resort may be had to the provisions for the appointment of an arbitrator in the Ontario Labour Relations Act.

(d) An arbitrator or a Board of Arbitration (as the case may

be) shall have no power to add to, subtract from or modify any of the terms of this Agreement nor shall an arbitrator render any decision inconsistent with the terms and provisions of this Agreement.

(e) No Employee may be disciplined or dismissed except for just cause and in determining any grievance arising out of dismissal or discipline, the Arbitrator or the Board of Arbitration may fashion any remedy deemed justified.

(f) All costs pertaining to the arbitrators fees and the hearing facilities shall be borne equally by the parties. All costs pertaining to each party's appointee to the Board of Arbitration shall be borne by the party making the appointment or on whose behalf the appointment was made. The arbitration shall proceed as soon as practical.

(g) Except as provided in Article Twenty (c), no grievance may be submitted to arbitration until after exhausting the Grievance Procedure in Article Eleven.

ARTICLE THIRTEEN — STRIKES AND LOCKOUTS

(a) It is agreed that there will be no strikes, lockouts, or slowdowns or collective action by either party so long as this Agreement 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 Employer agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Join-

ers of America as contained in this Agreement in Article One and Schedule "C".

(b) If a jurisdictional dispute arises on any job between the Council and any other building trades union that is affiliated with the AFL-CIO Building and Construction Trades Department, it shall be submitted immediately to the Canadian Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for a decision. The decision shall be recognized and immediately implemented and shall be binding on all parties to the dispute.

(c) The parties agree to recognize and abide by all agreements covering work jurisdiction, where applicable, as entered into between the international body of the United Brotherhood of Carpenters and Joiners of America and any other international union affiliated with the AFL-CIO.

(d) Any jurisdictional dispute between the Council and any other building trades union that involves work undertaken by the Employer will in no way interfere with the progress of the work.

(e) An Employer shall be kept fully advised of all jurisdictional disputes the Council may have with the Employer's sub-contractor(s) on the job.

(f) If a jurisdictional panel is established for the Province of Ontario, prior to the expiry of this Agreement, the Association and the Council agree to meet for the purpose of investigating the inclusion of the jurisdictional panel process as part of this Agreement.

(g) Upon a request from the Council to the Association for jurisdictional assignment sheets on a job, the Association shall notify the Employer to forward same to the Council.

(h) When work that is assigned to Millwrights is challenged by another trade union, the Employer will immediately notify the Council to secure the Council's support in defending the Employer's assignment.

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) All Employers shall notify the affiliated Local Union 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 Employers calling a **Mark-Up Meeting** should the Local Union so request.
- (c) On all jobs or projects employing Millwrights, the Employer shall be responsible for calling a **Pre-Job Conference**.
- (d) 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 **re-negotiate** such parts or provisions affected.
- (e) No Millwright shall be refused employment or otherwise discriminated against on the basis of any prohibited ground under federal or provincial law.

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 attached hereto and forming an integral part of this Agreement as Schedule "E".
- (b) Welding hoods broken or damaged on the job shall be replaced by the Employer.

ARTICLE SEVENTEEN —
COMMUTING, TRAVEL, TRANSFER
AND BOARD ALLOWANCES

COMMUTING:

(a) When an Employee is employed on a job that is not beyond an eighty (80) kilometre radius from the City Hall, Town Hall, or Municipal Buildings for the Municipality, District or Township where the Local Union's office is situated, he shall be paid by the Employer commuting allowance as shown on the following schedule of radius zones from the above-noted centres:

0 – 24 kilometres	free
24.1 – 32 kilometres	\$ 9.00 per day
32.1 – 40 kilometres	\$10.50 per day
40.1 – 80 kilometres	\$18.50 per day

Where Board accommodation is beyond a twenty-four (24) kilometre radius of the job site, commuting allowances as specified shall apply.

TRAVEL:

(b) When an Employee is employed on a job that is beyond a radius 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 to the 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-three cents (\$0.33) per kilometre and the cost of his meals where applicable. Effective May 1st, 2002, the Employer shall pay him thirty-four cents (\$0.34) per kilometre, and effective May 1st,

2003, thirty-five cents (\$0.35) per kilometre. Upon completion of his employment, he shall be paid similar expenses to return him from the job.

The Employee will normally take his tools with him, however, when other arrangements are made for transporting the Employee's tools, it shall be at the Employer's expense and such Employee 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), 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 his point of hiring as outlined in Section (b), 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 radius 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 by the Employer 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 traveled to a maximum of eight (8) hours' pay.

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

(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 by the Employer his applicable wages while travelling from job to job, plus transportation costs of thirty-three cents (\$0.33) per kilometre. Effective May 1st, 2002, this increases to thirty-four cents (\$0.34) per kilometre, and effective May 1st, 2003 to thirty-five cents (\$0.35) per kilometre.

(h) An Employee covered by Section (b), shall also receive Board Allowance from the Employer on the following basis: (All Kilometres to be computed on a radius basis as per Section (a)):

Local Unions 1007; 1244; 1410; 1592; 1916 and 2309:

- Beyond eighty (80) kilometres up to one hundred and twenty (120) kilometres — \$32.00 per day worked
- Beyond one hundred and twenty (120) kilometres up to one hundred and sixty (160) kilometres — \$40.00 per day worked
- Beyond one hundred and sixty (160) kilometres — \$66.00 per day worked

Local Union 1425 — Sudbury

- Beyond eighty (80) kilometres up to one hundred and twenty (120) kilometres — \$35.00 per day worked
- Beyond one hundred and twenty (120) kilometres up to one hundred and sixty (160) kilometres — \$43.80 per day worked
- Beyond one hundred and sixty (160) kilometres — \$70.00 per day worked

Local Union 1151 — Thunder Bay

- Beyond eighty (80) kilometres up to hundred and twenty (120) kilometres:
August 12th, 2001 \$61.60 per day worked
- Beyond one hundred and twenty (120) kilometres up to one hundred and sixty (160) kilometres:
August 12th, 2001 \$82.50 per day worked

— Beyond one hundred and sixty (160) kilometres:
August 12th, 2001 \$82.50 per day worked

When an employee works 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 forty-five (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), to point of hiring and return to the job site (if applicable).

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

(i) The Employer 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 accommodation 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 radius free 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 radius from **Kitchener** City Hall.

Commuting allowance will apply after twenty-four (24) kilometres radius from Ottawa, London, **Sault Ste. Marie** and **Timmins** City Halls.

On all projects in the **Timmins** and **Sault Ste. Marie** areas, the Employer 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 Employer and the Local Union shall mutually agree on Board Allowance.

(k) There will be a forty (40) kilometre radius 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 radius 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 Sections (i),(k) and (l),

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

In the

Township of

Caledonia	—	0 – 24 kilometres	—	free;
Hagersville	—	32.1 – 40 kilometres	—	\$10.50 per day;
Cayuga	—	32.1 – 40 kilometres	—	\$10.50 per day;
Jarvis	—	40.1 – 80 kilometres	—	\$18.50 per day.

(o) Millwrights hired from the Council shall be provided with transportation. Such Millwrights will receive their fare to the job site, providing he remains on the job site for a period of one (1) month or for the duration of the job, whichever is less. When the Employee remains on the job site for a period of two (2) months or for the duration of the job, whichever is less, he shall receive his return transportation

to the point of hiring (Toronto). Any subsistence allowances applicable to the Millwright members of the affiliated Local Union having jurisdiction over the job site shall also be paid to the Millwrights.

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

When Millwrights are hired through the Local Union or Regional Council and such Millwrights are required to work without room and board, and are required to travel over eighty (80) kilometres, the Employer shall complete Form A-T2200 and/or TD4 when requested by the Millwright.

(p) The Commuting (Travel) Fund will be the responsibility of and will be administered by the Association.

The Employer shall pay the Employees' commuting allowance directly with the wages in the normal fashion.

All claims will be subject to audit, and in addition to the penalties and remedies available to the Fund through Article Twenty, any Employer found guilty of defrauding the Fund may forfeit the right to make future claims against the Fund for reimbursement.

ARTICLE EIGHTEEN — CONTRIBUTIONS AND DEDUCTIONS

(a) The Association and the Council are bound by and agree to continue the Trust Agreements that are currently in effect, each as may be amended, supplemented or replaced by the parties; and each Employer and each Employee agrees to be bound by any determinations and/or decisions made by the Board of Trustees of the aforesaid Trust Funds in accordance with the Trust Agreements.

(b) Pension Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit

Trust Funds for the Pension Plan, four dollars and twenty-five cents (\$4.25) per hour for each hour earned by each Employee; eight dollars and fifty cents (\$8.50) per hour shall be contributed for all overtime hours. Effective May 1, 2002 four dollars and sixty-five cents (\$4.65) per hour shall be contributed; nine dollars and thirty cents (\$9.30) per hour shall be contributed for all overtime hours. Effective May 1, 2003, five dollars and ten cents (\$5.10) per hour shall be contributed; ten dollars and twenty cents (\$10.20) per hour shall be contributed for all overtime hours.

(c) Vacation and Statutory Holiday Contribution — Effective August 12th, 2001, each Employer shall contribute to the Vacation Pay and Statutory Holiday Trust Fund, ten percent (10%) of the gross earnings of each Employee.

(d) Welfare Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Welfare Plan, one dollar and eighty-five cents (\$1.85) per hour for each hour earned by each Employee; three dollars and seventy cents (\$3.70) per hour shall be contributed for all overtime hours.

(e) SUB Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Supplementary Unemployment Benefit Plan, forty-five cents (.45¢) per hour for each hour earned by each Employee; ninety cents (.90¢) per hour shall be contributed for all overtime hours.

(f) Commuting (Travel) Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Commuting (Travel) Plan, twenty-five cents (.25¢) per hour for each hour earned by each Employee; fifty cents (.50¢) per hour shall be contributed for all overtime hours.

(g) Promotion Contribution -Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit

Trust Funds for the Millwright Regional Council Promotion Fund, twenty Cents (.20¢) per hour for each hour earned by each Employee; forty cents (.40¢) per hour shall be contributed for all overtime hours.

(h) Training Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Millwright Training Plan, ten cents (.10¢) per hour for each hour earned by each Employee; twenty cents (.20¢) per hour shall be contributed for all overtime hours.

(i) Apprenticeship Contribution , Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Millwright Apprentice Assistance Plan, five cents (.05¢) per hour for each hour earned by each Employee; ten cents (.10¢) per hour shall be contributed for all overtime hours.

(j) WSIB Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds to cover the obligation under the workplace Safety and Insurance Act to make contributions for employment benefits where the worker is absent from work because of injury, five cents (.05¢) per hour for each hour earned by each Employee; ten cents (.10¢) per hour shall be contributed for all overtime hours.

(k) Union Defense Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Council Legal Defense Fund, five cents (.05¢) per hour for each hour earned by each Employee; ten cents (.10¢) per hour shall be contributed for all overtime hours.

(l) Industry Contribution — Effective August 12th, 2001, each Employer shall contribute to the Millwright Benefit Trust Funds for the Association Industry Fund, twelve cents (.12¢) per hour for each hour earned by each Employee;

twenty-four cents (.24¢) per hour shall be contributed for all overtime hours. Cost of De Novo/ Secretariat are included.

(m) Supplementary Union Dues Deduction — Effective August 12th, 2001, each Employer shall deduct and remit to the Millwright Benefit Trust Funds for Supplementary Union Dues, eighty-nine cents (\$0.89) per hour for each hour earned by each Employee (3% of base rate); one dollar and seventy-eight cents (\$1.78) per hour shall be deducted and remitted for all overtime hours. Effective May 1st, 2002 ninety cents (\$0.90) per hour shall be deducted and remitted; one dollar and eighty cents (\$1.80) per hour shall be deducted and remitted for all overtime hours. Effective May 1, 2003 ninety-two cents (\$0.92) per hour shall be deducted-and remitted; one dollar and eighty-four cents (\$1.84) per hour shall be deducted and remitted for all overtime hours. Cost of De Novo/Secretariat are included.

(n) The Trust Funds established as a result of the Contributions referred to in Sections (b), (c), (d), (e), (h), (I) and (j) shall be administered by a Board of Trustees that will have equal Trustee representation from the Association and the Council.

(o) The Promotion Contribution Fund, the Union Defense Contribution Fund and the Supplementary Union Dues Deduction Fund shall be administered exclusively by the Council.

(p) The Industry Contribution Fund and the Commuting (Travel) Contribution Fund shall be administered exclusively by the Association Trustees.

(q) Each Employer shall complete and submit to the administrator designated by the Board of Trustees (the “Administrator”) such reports with respect to the Contributions and/or Deductions as may be required by the Board of Trustees.

(r) The term “Board of Trustees” when used in this Agreement shall mean the Association Trustees and the Council Trustees acting collectively.

**ARTICLE NINETEEN —
PAYMENT OF CONTRIBUTIONS
AND DEDUCTIONS**

(a) All Contributions and Deductions required to be paid by an Employer under Article 18 shall be paid to the designated Trust Fund by no later than the 15th day of the month following the month in which the hours were earned by the Employee. Payment shall be made to the Administrator designated by the Board of Trustees, and at no time will any Contributions or Deductions be paid directly to the Employee.

**ARTICLE TWENTY —
DEFAULT IN PAYMENT OF CONTRIBUTIONS
AND DEDUCTIONS**

(a) The Board of Trustees, through the Administrator, shall notify an Employer promptly of any failure to pay Contributions and/or Deductions that are required under Article 18.

(b) Any Employer in default in paying the Contributions and/or Deductions required to be paid under Article 18 for a period of more than fifteen days (15) shall pay to the designated Trust Fund, as liquidated damages and not as a penalty, an amount equal to two percent (2%) of the arrears for each month or part thereof where the Employer is in default.

(c) The Board of Trustees, through the Administrator of the designated Trust Funds, is **authorized** to give notice to an Employer of any default in payment of Contributions and/or Deductions, including liquidated damages, and such notice shall also be deemed to be a grievance filed under this Agreement. This grievance need not be referred to the Labour Management Relations Committee but shall **proceed** directly to arbitration within twenty (20) working days of the filing of the grievance.

(d) Where the Council proceeds to arbitration with respect to any default in paying the Contributions and/or the De-

ductions, including any claim for liquidated damages 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.

(e) Where the Board of Trustees deem an Employer to be repeatedly delinquent in paying Contributions and/or Deductions in a timely fashion, the Employer shall post a bond or certified cheque or cash deposit for each Trust Fund in an amount determined by the Board of Trustees to be held in trust by the Board of Trustees and to be used by the Board of Trustees to cover any future delinquencies. In addition, the Employer may be required to deposit the Contributions and/or Deductions by means of electronic deposit to the designated account of the Trust Funds.

**ARTICLE TWENTY-ONE —
EMPLOYER RECORDS**

(a) Where the Board of Trustees under the Millwrights Benefit Trust Funds so demand, an Employer shall be required to produce within fifteen days (15) his payroll records and books of account for the Trustees in order that they might ascertain whether or not such Employer is meeting its obligations under this Agreement to make Contributions and/or Deductions.

**ARTICLE TWENTY-TWO —
TRUST FUNDS AND PLANS**

(a) The benefits to be provided under any Trust Fund shall be those as may be determined from time-to-time by the Trustees who administer the particular Trust Fund.

(b) The Board of Trustees may accept Contributions and/or Deductions to the Trust Funds from any source whatsoever, upon such terms and conditions as they deem appropriate, provided a majority of the Board of Trustees vote to do so.

(c) The interest accrued from the money in the Vacation Pay and Statutory Holiday Pay Trust 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 Trust Fund;
2. To make good Vacation and Statutory Holiday Pay Trust 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 Council on an annual basis, provided that at all times a proper reserve be maintained in the Vacation Pay and Statutory Holiday Pay Trust Fund, as agreed to by the Board of Trustees.

**ARTICLE TWENTY-THREE —
PARTICIPATION AGREEMENT**

(a) Each Employer shall sign a form of Participation Agreement herein set out in Schedule "D" and "D1".

**ARTICLE TWENTY-FOUR —
MANAGEMENT RIGHTS**

(a) The Council agrees and acknowledges that the Employer has exclusive rights to manage the business 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:

- (i) to hire, transfer, promote, demote, direct, lay-off, discipline and discharge for just cause Employees and to increase or decrease or transfer

twenty-four cents (.24¢) per hour shall be contributed for all overtime hours. Cost of De Novo/ Secretariat are included.

(m) Supplementary Union Dues Deduction — Effective August 12th, 2001, each Employer shall deduct and remit to the Millwright Benefit Trust Funds for Supplementary Union Dues, eighty-nine cents (\$0.89) per hour for each hour earned by each Employee (3% of base rate); one dollar and seventy-eight cents (\$1.78) per hour shall be deducted and remitted for all overtime hours. Effective May 1st, 2002 ninety cents (\$0.90) per hour shall be deducted and remitted; one dollar and eighty cents (\$1.80) per hour shall be deducted and remitted for all overtime hours. Effective May 1, 2003 ninety-two cents (\$0.92) per hour shall be deducted and remitted; one dollar and eighty-four cents (\$1.84) per hour shall be deducted and remitted for all overtime hours. Cost of De Novo/Secretariat are included.

(n) The Trust Funds established as a result of the Contributions referred to in Sections (b),(c),(d),(e),(h),(I) and (j) shall be administered by a Board of Trustees that will have equal Trustee representation from the Association and the Council.

(o) The Promotion Contribution Fund, the Union Defense Contribution Fund and the Supplementary Union Dues Deduction Fund shall be administered exclusively by the Council.

(p) The Industry Contribution Fund and the Commuting (Travel) Contribution Fund shall be administered exclusively by the Association Trustees.

(q) Each Employer shall complete and submit to the administrator designated by the Board of Trustees (the “Administrator”) such reports with respect to the Contributions and/or Deductions as may be required by the Board of Trustees.

(r) The term “Board of Trustees” when used in this Agreement shall mean the Association Trustees and the Council Trustees acting collectively.

**ARTICLE NINETEEN —
PAYMENT OF CONTRIBUTIONS
AND DEDUCTIONS**

(a) All Contributions and Deductions required to be paid by an Employer under Article 18 shall be paid to the designated Trust Fund by no later than the 15th day of the month following the month in which the hours were earned by the Employee. Payment shall be made to the Administrator designated by the Board of Trustees, and at no time will any Contributions or Deductions be paid directly to the Employee.

**ARTICLE TWENTY —
DEFAULT IN PAYMENT OF CONTRIBUTIONS
AND DEDUCTIONS**

(a) The Board of Trustees, through the Administrator, shall notify an Employer promptly of any failure to pay Contributions and/or Deductions that are required under Article 18.

(b) Any Employer in default in paying the Contributions and/or Deductions required to be paid under Article 18 for a period of more than fifteen days (15) shall pay to the designated Trust Fund, as liquidated damages and not as a penalty, an amount equal to two percent (2%) of the arrears for each month or part thereof where the Employer is in default.

(c) The Board of Trustees, through the Administrator of the designated Trust Funds, is **authorized** to give notice to an Employer of any default in payment of Contributions and/or Deductions, including liquidated damages, and such notice shall also be deemed to be a grievance filed under this Agreement. This grievance need not be referred to the Labour Management Relations Committee but shall proceed directly to arbitration within twenty (20) working days of the filing of the grievance.

(d) Where the Council proceeds to arbitration with respect to any default in paying the Contributions and/or the De-

ductions, including any claim for liquidated damages 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.

(e) Where the Board of Trustees deem an Employer to be repeatedly delinquent in paying Contributions and/or Deductions in a timely fashion, the Employer shall post a bond or certified cheque or cash deposit for each Trust Fund in an amount determined by the Board of Trustees to be held in trust by the Board of Trustees and to be used by the Board of Trustees to cover any future delinquencies. In addition, the Employer may be required to deposit the Contributions and/or Deductions by means of electronic deposit to the designated account of the Trust Funds.

**ARTICLE TWENTY-ONE —
EMPLOYER RECORDS**

(a) Where the Board of Trustees under the Millwrights Benefit Trust Funds so demand, an Employer shall be required to produce within fifteen days (15) his payroll records and books of account for the Trustees in order that they might ascertain whether or not such Employer is meeting its obligations under this Agreement to make Contributions and/or Deductions.

**ARTICLE TWENTY-TWO —
TRUST FUNDS AND PLANS**

(a) The benefits to be provided under any Trust Fund shall be those as may be determined from time-to-time by the Trustees who administer the particular Trust Fund.

(b) The Board of Trustees may accept Contributions and/or Deductions to the Trust Funds from any source whatsoever, upon such terms and conditions as they deem appropriate, provided a majority of the Board of Trustees vote to do so.

(c) The interest accrued from the money in the Vacation Pay and Statutory Holiday Pay Trust 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 Trust Fund;
2. To make good Vacation and Statutory Holiday Pay Trust 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 Council on an annual basis, provided that at all times a proper reserve be maintained in the Vacation Pay and Statutory Holiday Pay Trust Fund, as agreed to by the Board of Trustees.

**ARTICLE TWENTY-THREE —
PARTICIPATION AGREEMENT**

(a) Each Employer shall sign a form of Participation Agreement herein set out in Schedule "D" and "DI".

**ARTICLE TWENTY-FOUR —
MANAGEMENT RIGHTS**

(a) The Council agrees and acknowledges that the Employer has exclusive rights to manage the business 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:

- (i) 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;

- (ii) 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; and
- (iii) to determine reasonable rules and regulations to be observed by Employees.

(b) It is agreed that these functions 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 August 12th, 2001, to and including April 30th, 2004.

(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**

Ken Niepage

Kenneth Leitch

F.B. Reaume

**Signed On Behalf
Of The Millwright
Regional Council
Of Ontario**

**Executive Secretary-Treasurer
Claude Cournoyer**

**President
Andrew Dobbie**

**Vice-President
Ronald Miller**

Signed This 25th Day Of September 2001.

Signed On Behalf Of Affiliated Local Unions:

Local Union 1007 — Ron Coltart
Local Union 115 1 — Gordon J. Milliard
Local Union 1244 — Richard Lumley
Local Union 1410 — Wayne Vankoughnett
Local Union 1425 — Mike Stewart
Local Union 1592 — Paul Fitzgerald
Local Union 1916 — Andrew Dobbie
Local Union 2309 — Ronald 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 Journeyperson Millwrights as established within this Agreement.

The percentage shall be as follows:

From 0 – 1999 hours	— 60%
August 12th, 2001	— \$17.36
May 1st, 2002	— \$17.69
May 1st, 2003	— \$17.99
From 2000 – 3999 hours	— 70%
August 12th, 2001	— \$20.26
May 1st, 2002	— \$20.64
May 1st, 2003	— \$20.99
From 4000 – 5999 hours	— 80%
August 12th, 2001	— \$23.15
May 1st, 2002	— \$23.59
May 1st, 2003	— \$23.99
From 6000 – 8000 hours	— 90%
August 12th, 2001	— \$26.05
May 1st, 2002	— \$26.54
May 1st, 2003	— \$26.99

The ninety percent (90%) rate of pay will continue until such time as the Apprentice successfully completes his Certificate of Qualification.

Apprentices shall be employed on a ratio basis of One (1) Apprentice for every four (4) Journeyperson 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 Ministry of Education and Training.

All Apprentices will be under the jurisdiction of the Pro-

vincial 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 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 Ministry of Education and Training. It will be the responsibility of the Council to notify the Employer as to the change of status of an Apprentice. There will be no retroactive adjustment in wages paid to an Apprentice by the Employer following one week from date of change.

SCHEDULE "B"
AFFILIATED LOCAL UNIONS

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 Employers.

1. In the 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 Road
Thorold Ontario. L2V 3Y7
Tel: (905) 227-1007
Fax: (905) 227-6533
BUSINESS REPRESENTATIVE:
MR. RON COLTART**

2. 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
Tel: (807) 623-3937
Fax: (807) 623-8490
BUSINESS REPRESENTATIVE:
MR. GORDON MILLIARD**

3. In the Counties of Essex and Kent,

All Millwrights shall be hired through:

**LOCAL UNION 1244 — located at
3161 Lloyd George Blvd.
Windsor Ontario. N8T 2V5
Tel: (519) 944-5588
Fax: (519) 944-6683
BUSINESS REPRESENTATIVE:
MR. RICHARD LUMLEY**

4. 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
Tel: (613) 384-4883
Fax: (613) 384-9146
BUSINESS REPRESENTATIVE:
MR. WAYNE VANKOUGHNETT**

5. 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
SUDBURY Ontario. P3A 3T6
Tel: (705) 524-7434
Fax: (705) 524-7467
BUSINESS REPRESENTATIVE:
MR. MIKE STEWART**

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
Tel: (519) 337-7021
Fax: (519) 337-7993
BUSINESS REPRESENTATIVE:
MR. PAUL FITZGERALD**

7. In the Counties and regional municipalities of Norfolk (former County of) Brant, Wentworth, Waterloo, Wellington, 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 ON L9A 1T2
Tel: (905) 385-2462
Fax: (905) 385-88B4
BUSINESS REPRESENTATIVES:
MR. ANDREW DOBBIE
MR. SCOTT McCOY**

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
Tel: (416) 757-8754
Fax: (416) 757-2225**

**BUSINESS REPRESENTATIVES:
MR. RONALD MILLER
MR. JAMES O'NEILL
MR. IAN McISAAC**

**MILLWRIGHT REGIONAL COUNCIL
OF ONTARIO — located at
79 Sunrise Avenue
Toronto ON M4A 1A9
Tel: (416) 757-5161
Fax: (416) 757-0183**

**EXECUTIVE SECRETARY-TREASURER:
MR. CLAUDE COURNOYER**

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 templates 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, fram-

ing and erection of all marine legs and ship shovels, framing of all scale timbers and hood hoppers and garners. 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, jewelry, 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 shafting and machinery are used manufacturing or transmitting power.

All coal handling machinery and drivers, crushers, con-

veyor 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"**
Of The First Part

- and -

Hereinafter Called The "Employer"
Of 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 Regional 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 for Welfare, Pension, Supplementary Unemployment, Vacation and Statutory Holiday Pay, Millwright Training Apprenticeship Assistance, Workers' Insurance Plan, Millwright Regional Council of Ontario Promotion, Union Defense, Commuting (Travel) and Association Industry plans (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 ____ Day Of _____ 20__.

Signed On Behalf Of
The Employer:

Signed On Behalf Of
The Trustees:

SCHEDULE "D-1"
NON-MEMBER PARTICIPATION AGREEMENT

between:

**The Trustees Of
The Millwright Benefit Plan Trust Funds
Hereinafter Called The "Trustees"**
Of The First Part

- and -

Hereinafter Called The "Employer"
Of The Second Part

In consideration of the extension to Employees of the Employer of Welfare, Pension, Supplementary Unemployment, Vacation and Statutory Holiday Pay, Millwright Training, Apprenticeship Assistance, Workers' Insurance Plan, Millwright Regional Council of Ontario Promotion, Union Defense, Commuting (Travel) and Association Industry plans (hereinafter called the "Millwright Benefit Plan") established 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 Regional 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 ___ Day Of _____ 20__.

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 re-testing Millwright Welders in the Province of Ontario. The costs shall be financed by the Association of Millwrighting Contractors of Ontario, Inc. and the re-testing shall be supervised by the Canadian Welding Bureau. The Millwright Welders shall be members of the Local Unions affiliated with the Millwright Regional 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 administrate 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 Ministry of Education and Training.
- 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 ninety (90) days or more, will be required to successfully complete the test plate assemblies for the applicable class.

Since welders are not by law qualified to weld immediately upon expiration of their welder's card, they will be encouraged by the parties to take the renewal tests prior to the expiry of their card.

CLASS	ASSEMBLIES			
F (Flat)	1GF			
H (Horizontal)	1GF	2GF		
V (Vertical)	1GF	2GF	3GF	
O (Overhead)	1GF	2GF	3GF	4GF
C (Check-Test)				3GF/4GF

- 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 — A welder, whose Identification Transfer Card is about to expire or which has expired for 90 days or less will be required to weld the assembly for check testing for the position held.

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 who successfully pass their check-test will receive monetary grant in lieu of wages and fringe benefits regardless of time or day he/she 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 skill 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.

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 and a copy sent to the Association.

RE-IMBURSEMENT

- 5.1 The 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 Executive Secretary Treasurer of the Millwright Regional Council.
- 5.2 The Millwright Regional 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"
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 Employers concerned.

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

Article 02.

Such proposed amendments shall be submitted to the Council, and the Association 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 "G"
COMPLETE MONETARY PACKAGE

	Aug. 12,	May 1	May 1
	2001	2002	2003
1. Wages	\$28.94	\$29.49	\$29.99
2. Pension Contribution	\$ 4.25	\$ 4.65	\$ 5.10
3. Vacation & Stat. Holiday Contribution	\$ 2.90	\$ 2.95	\$ 3.00
4. Welfare Contribution	\$ 1.85	\$ 1.85	\$ 1.85
5. SUB Contribution	\$.45	\$.45	\$.45
6. Commuting (Travel) Contribution	\$.25	\$.25	\$.25
7. Promotion Contribution	\$.20	\$.20	\$.20
8. Industry Contribution	\$.12	\$.12	\$.12
9. Training Contribution	\$.10	\$.10	\$.10
10. Apprenticeship Contribution	\$.05	\$.05	\$.05
11. WSIB Contribution	\$.05	\$.05	\$.05
12. Union Defense Contribution	\$.05	\$.05	\$.05
Total Package	\$39.21	\$40.21	\$41.21
Forepersons			
— wages	\$33.04	\$33.59	\$34.09
— vacation pay	3.30	3.36	3.41
Sub-Forepersons			
- wages	\$31.19	\$31.74	\$32.24
— vacation pay	3.12	3.17	3.22

ASSOCIATION MEMBERS :

Adam Clark Company Ltd. P.O. Box 875 Brantford N3T 5R7	Contact K.N.Niepage Tel. 519 751-8000 Fax 519 751-8018
Aecon Industrial 150 Sheldon Drive Cambridge NIR 7K9	Contact L. Brokenshire Tel. 519 653-3200 Fax 519 621-8430
Aldin Indust. Installations Ltd. 460 South Service Rd. W Oakville L6K 2H4	Contact GA. Green Tel. 905 849-6688 Fax 905 845-2468
Allied Conveyors Ltd. 902 Dillingham Rd. Pickering L1W 1Z6	Contact S. Hammell Tel. 905 839-5196 Fax 905 839-5150
B.I.T. Millwrighting Inc. P.O. Box 6, R.R. #1 Wroxeter N0G 2X0	Contact D. Thompson Tel 519 392-8306 Fax 519 392-8307
Black & McDonald Ltd. 101 Parliament Street Toronto M5A 2Y7	Contact K. Bonning Tel. 416 366-2541 Fax 416 366-0801
Blenkhom & Sayers P.O. Box 3010 St. Catharines L2R 7B9	Contact R. Quinn Tel. 905 684-9251 Fax 905 684-3336
Campbell-Cox Inc. P.O. Box 623 Guelph N1H 6L3	Contact W. Cox Tel. 519 836-4051 Fax 519 836-9388
Canron Const. Corp. 100 Disco Road Rexdale M9W 1M1	Contact J. Boote Tel. 416 675-6400 Fax 416 675-3858
Comstock Canada 3455 Landmark Road Burlington L7M 1T4	Contact T. Fanelli Tel. 905 335-3333 Fax 905 335-0304

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Dielco Indust. Contractors 1032 Hubrey Road London N6N 1B5	Contact C. Dieleman Tel. 519 685-2224 Fax 519 685-6818
E.S. Fox Ltd. PO. Box 1010 Niagara Falls L2E 7J9	Contact D. Carrier Tel. 905 354-3700 Fax 905 354-5599
EKT 90 Inc. PO. Box 29034 Thunder Bay P7B 6P9	Contact D. Magne Tel. 807 623-5211 Fax 807 623-7415
Hartford Installations Inc. 3211 Lenworth Drive Mississauga L4X 2G6	Contact L. Marzetti Tel. 905 624-3883 Fax 905 624-0082
Ideal Industrial Contractors Inc. 1840 Manser Road, RR #2 Wellesley NOB 2T0.	Contact A. Weikmann Tel. 519 656-2286 Fax 519 656-2041
Jervis B. Webb Co. 1647 Burlington St. E. Hamilton L8H 7M5	Contact R.J. Burnham Tel. 905 547-0411 Fax 905 549-3798
Kingston Contracting Ltd. 129 Milvan Drive Weston M9L 1Z8	Contact R. Teunissen Tel. 416 747-8563 Fax 416 747-8660
Kvaener Constructors Ltd. 3196 Mainway, Burlington, L7M 1A5.	Contact J. Ealy Tel. 905 547-2501 Fax 905 335-5424
LamSar Inc. P.O. Box 338 Sarnia N7T 7J2	Contact P. Healy Tel. 519 332-5010 Fax 519 332-5962

Mainway Indust. Installations 592 Arvin Ave. Stoney Creek L8E 5P1	Contact P. Bibby Tel. 905 643-4996 Fax 905 643-8072
Mannesmann Dematic Rap. 7300 Rapistan Court Mississauga L5N 5S1	Contact C.A. Underhill Tel. 905 567-7300 Fax 905 567-0585
Mathews Conveyer Co. PO. Box 30 Port Hope L1A 3W1	Contact L. Klitzke Tel. 905 885-2491 Fax 905 885-1627
Micon Mechanical Ltd. PO. Box 3526 Thunder Bay P7B 6E2	Contact R. Turchyn Tel 807 344-0091 Fax 807 345-8006
Precision Concepts Group Inc. PO. Box 351 Sarnia N7T 7J2	Contact R. Mason Tel 519 383-7888 Fax 519 383-6789
PMI RR #1, Waydom Drive Ayr NOB 1E0	Contact K. Leitch Tel. 519 622-5520 Fax 519 622-5852
R & A Contactors 35 Kelfield Street Rexdale M9W 5A3	Contact J. Strong Tel 416-244-0451 Fax 416 244-8778
R.J.Cyr Co. Inc. RR #3 Maidstone NOR 1K0	Contact R. Cyr Tel. 519 737-6194 Fax 519 737-6566
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Sandrin Kirchmair Ind./KMT 150 Exmouth Street Sarnia N7T 5M3	Contact L. Sandrin Tel. 519 336-5588 Fax 519 336-5659
Sutherland Schultz Inc. P.O. Box 5006, 401 Fountain St. N. Cambridge N3H 5P3.	Contact S. Henrich Tel. 519 653-4123 Fax 519 653-6291
Tesc Contracting Ltd. 874 Lapointe Street Sudbury P3A 5N8	Contact T. Lachance Tel. 705 566-5702 Fax 705 560-7524
The On-Site Group Inc. 1465 Strasburg Rd. Kitchener N2R 1H2.	Contact T. Schlotzhauer Tel. 800 707-0824 Fax 519 748-4611
The State Group 2150 Islington Ave, 4th Floor Etobicoke M9P 3V4	Contact M. Dumont Tel. 416 240-0610 Fax 416 240-9988
Trade-Mark Industrial Inc. 1187 Union Street Kitchener N2H 6N6	Contact R. Straus Tel. 519-570-1511 Fax 519-578-4393
Trades Inc./Essex Machine 1362 Lauzon Road Windsor N8S 3N1	Contact R. Atkinson Tel. 519944-9700 Fax 519944-9784
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