

APPENDIX NO. 5 - MILLWRIGHTS - INDUSTRIAL

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
(hereinafter referred to as the "CLRA")

- AND -

MILLWRIGHTS & MACHINE ERECTORS, LOCAL UNION 1178
(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025

| MILLWRIGHTS JOURNEYPERSON | | | | | | | | | |
|----------------------------------|--------------------|----------------------|--------------------|----------------|--------------|----------------------|---------------------|------------|-------------------|
| Effective Date | Hourly Rate | V & H 10% | Pension 18% | Benefit | Promo | Training Fund | Consol. Fund | IIF | Total Pkg. |
| July 30, 2020 | \$40.26 | \$4.03 | \$7.97 | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$56.05 |
| July 1, 2021 | \$40.65 | \$4.06 | \$8.05 | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$56.55 |
| July 1, 2022 | \$41.26 | \$4.13 | \$8.17 | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$57.35 |
| January 1, 2023 | \$41.07 | \$4.11 | \$8.13 | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$57.35 |
| July 1, 2023 | \$41.69 | \$4.17 | \$8.25 | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$58.15 |
| May 1, 2024 | \$41.61 | \$4.16 | \$8.24 | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$58.15 |
| July 1, 2024 | \$42.23 | \$4.22 | \$8.36 | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$58.95 |

Pension = 18% of Total Base Rate and Vacation & Holiday

In addition to the above hourly rates the employer shall pay the amounts set out in the Pension and Benefit Plans, Millwright Local 1178 Promotion Fund, Training Fund and Consolidated Fund of this Appendix.

SUPERVISION:

Foreman Premium.....a minimum premium of ten percent (10%) of journeyperson base rate and holiday and vacation allowance
 From 3 - 6 employees1 working Foreman
 From 7 - 10 employees1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foremen - 1 General Foreman. Rate to be determined between employer and employee.

Amendment #7 – January 1, 2023
Amendment #11 – May 1, 2024

APPRENTICES:**NOTE: Wage Rates Effective July 30, 2020 - June 30, 2025**

| MILLWRIGHT - APPRENTICES WAGE RATES | | | | | | | | | | |
|---|-----|-----------------------|----------------------|----------------------|----------------------|---------------|-----------------|---------------------|------------|-------------------|
| | | Hourly Rate | V & H 10% | Pension 18% | Benefit | Promo. | Training | Consol. Fund | IIF | Total Pkg. |
| Effective Date: <u>July 30, 2020</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$23.55</u> | <u>\$2.36</u> | <u>\$4.66</u> | \$2.25 | \$0.10 | \$1.00 | <u>\$0.28</u> | \$0.16 | <u>\$34.36</u> |
| 2nd Year | 70% | <u>\$27.53</u> | <u>\$2.75</u> | <u>\$5.45</u> | \$2.25 | \$0.10 | \$1.00 | <u>\$0.28</u> | \$0.16 | <u>\$39.52</u> |
| 3rd Year | 80% | <u>\$31.89</u> | <u>\$3.19</u> | <u>\$6.31</u> | \$2.25 | \$0.10 | \$1.00 | <u>\$0.28</u> | \$0.16 | <u>\$45.18</u> |
| 4th Year | 90% | <u>\$34.90</u> | <u>\$3.49</u> | <u>\$6.91</u> | \$2.25 | \$0.10 | \$1.00 | <u>\$0.28</u> | \$0.16 | <u>\$49.09</u> |
| Effective Date: <u>July 1, 2021</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$23.78</u> | <u>\$2.38</u> | <u>\$4.71</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$34.66</u> |
| 2nd Year | 70% | <u>\$27.80</u> | <u>\$2.78</u> | <u>\$5.50</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$39.87</u> |
| 3rd Year | 80% | <u>\$32.20</u> | <u>\$3.22</u> | <u>\$6.37</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$45.58</u> |
| 4th Year | 90% | <u>\$35.25</u> | <u>\$3.52</u> | <u>\$6.98</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$49.54</u> |
| Effective Date: <u>July 1, 2022</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$24.15</u> | <u>\$2.42</u> | <u>\$4.78</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$35.14</u> |
| 2nd Year | 70% | <u>\$28.23</u> | <u>\$2.82</u> | <u>\$5.59</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$40.43</u> |
| 3rd Year | 80% | <u>\$32.69</u> | <u>\$3.27</u> | <u>\$6.47</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$46.22</u> |
| 4th Year | 90% | <u>\$35.80</u> | <u>\$3.58</u> | <u>\$7.09</u> | \$2.25 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$50.26</u> |
| Effective Date: <u>January 1, 2023</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$23.96</u> | <u>\$2.40</u> | <u>\$4.74</u> | <u>\$2.50</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$35.14 |
| 2nd Year | 70% | <u>\$28.04</u> | <u>\$2.80</u> | <u>\$5.55</u> | <u>\$2.50</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$40.43 |
| 3rd Year | 80% | <u>\$32.50</u> | <u>\$3.25</u> | <u>\$6.43</u> | <u>\$2.50</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$46.22 |
| 4th Year | 90% | <u>\$35.61</u> | <u>\$3.56</u> | <u>\$7.05</u> | <u>\$2.50</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$50.26 |
| Effective Date: <u>July 1, 2023</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$24.33</u> | <u>\$2.43</u> | <u>\$4.82</u> | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$35.62</u> |
| 2nd Year | 70% | <u>\$28.47</u> | <u>\$2.85</u> | <u>\$5.63</u> | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$40.99</u> |
| 3rd Year | 80% | <u>\$32.99</u> | <u>\$3.30</u> | <u>\$6.53</u> | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$46.86</u> |
| 4th Year | 90% | <u>\$36.16</u> | <u>\$3.62</u> | <u>\$7.16</u> | \$2.50 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$50.98</u> |
| Effective Date: <u>May 1, 2024</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$24.25</u> | <u>\$2.43</u> | <u>\$4.80</u> | <u>\$2.60</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$35.62 |
| 2nd Year | 70% | <u>\$28.39</u> | <u>\$2.84</u> | <u>\$5.62</u> | <u>\$2.60</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$40.99 |
| 3rd Year | 80% | <u>\$32.91</u> | <u>\$3.29</u> | <u>\$6.52</u> | <u>\$2.60</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$46.86 |
| 4th Year | 90% | <u>\$36.09</u> | <u>\$3.61</u> | <u>\$7.14</u> | <u>\$2.60</u> | \$0.10 | \$1.00 | \$0.28 | \$0.16 | \$50.98 |
| Effective Date: <u>July 1, 2024</u> | | | | | | | | | | |
| 1st Year | 60% | <u>\$24.62</u> | <u>\$2.46</u> | <u>\$4.88</u> | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$36.10</u> |
| 2nd Year | 70% | <u>\$28.82</u> | <u>\$2.88</u> | <u>\$5.71</u> | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$41.55</u> |
| 3rd Year | 80% | <u>\$33.41</u> | <u>\$3.34</u> | <u>\$6.61</u> | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$47.50</u> |
| 4th Year | 90% | <u>\$36.64</u> | <u>\$3.66</u> | <u>\$7.26</u> | \$2.60 | \$0.10 | \$1.00 | \$0.28 | \$0.16 | <u>\$51.70</u> |

Pension = 18% of Total Base Rate and Vacation & Holiday

Ratio: One (1) Apprentice to every three (3) Journeypersons (1:3).

The above Apprentice wage rates have been adjusted to reflect increases to various Plans herein and, therefore, these rates do not represent a simple 60%, 70%, 80%, 90% of the Millwright Journeypersons' hourly rate.

Amendment #7 – January 1, 2023**Amendment #11 – May 1, 2024**

RE-OPENER:

Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between Millwright 1178 and the CLRA may be amended upon the agreement of Millwright 1178 and the CLRA.

ENABLING:

Where a particular article or articles of this Collective Agreement is/or are found to work a hardship for a particular project, the terms and conditions in this Agreement for that project may be modified by mutual consent, of the Union and the CLRA, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration. The Parties agree that they shall meet in joint conference no later than thirty (30) days after the ratification of this Agreement to discuss means of enabling and procedures to be followed.

GRIEVANCE AND ARBITRATION PROCEDURE

The Parties being aware of the high cost of Arbitration agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both Parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

Failing prompt resolution, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1989, as amended.

HIRING:

On hiring, the employer may name-hire the odd numbered employees (i.e. the first (1st), third (3rd), fifth (5th), etc. and the Union may refer the even numbered employees (i.e. the second (2nd), fourth (4th), sixth (6th), etc. On lay-off the odd numbered employees laid off (i.e. the first (1st), third (3rd) etc.) shall be employees referred from the Union and the even numbered employees (i.e. the second (2nd), fourth (4th) etc.) shall be employees name-hired. Thus the second to last person shall be a referred person and the last person shall be name-hired.

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

TOOL CRIB:

In the event that the employer considers it necessary to set up an independent Millwright tool crib on the site, the Millwrights shall have jurisdiction over such tool crib.

SUPPLEMENTARY UNION DUES CHECK-OFF:

The employer shall deduct supplementary Union Dues in the amount of twenty-five cents (\$0.25) per hour worked plus four percent (4.0%) of the gross wages of the employee, excluding any allowance paid for room and board.

The employer shall remit such deductions not later than the fifteenth (15th) day of the month following the month of earnings by the employee to:

Financial Secretary
Atlantic Canada Regional Council
1000 Sackville Drive
Sackville, NS B4E 0C2

CHAIN OF COMMAND:

Millwrights will not be required to take directions in reference to the work being performed other than from their Millwright Foreman, when such Foreman is appointed.

TOOLS:

Employees shall have five (5) minutes before Noon and ten (10) minutes before quitting time for the purpose of picking up and storing tools.

The employer agrees to furnish a heated, dry, locked facility for the safekeeping of all Millwright tools and tool boxes on all jobs, same to be kept locked when Millwrights are not working. Storage of tools and tool boxes must be in such a way as to prevent damage.

Employees' tools legitimately damaged while performing work for the employer shall be replaced, repaired or a sum equivalent to the value of the tools shall be paid by the employer within seven (7) days of the reported damage. The above applicable provided such damage is not due to any negligence on the part of the employee and that the damaged tool is returned to the employer. Abuse of this provision by employees may result in disciplinary action.

PROTECTIVE CLOTHING:

The employer shall supply approved safety helmets and such other safety equipment (excluding safety boots), as the employee is not required to provide. When necessary, the employer shall supply rain suits and rubber boots at no charge to the employees. The employer shall supply, when necessary, acid and corrosive protective clothing, hat liners, safety glasses, gloves and burning goggles for welding and gas cutting operations.

On work which is abnormally dirty, the employer shall make available coveralls, same to remain the property of the employer, cost to be deducted from employees' pay if not returned.

BENEFIT PLAN:

The parties hereto agree on a welfare fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for Trustees of the Union and Management, equal in number and power.
- (b) The employer shall make contributions at the rate of two dollars twenty-five cents (\$2.25) per hour each hour paid **and effective January 1, 2023, two dollars fifty cents (\$2.50) per hour each hour paid and effective May 1, 2024, two dollars sixty cents (\$2.60) per hour for each hour paid.**
- (c) **Effective July 1, 2023,** the Welfare Plan shall be administered as determined by the Trustees and all monies so accrued during a calendar month will be payable not later than the tenth (10th) day of the month following to:

Millwrights Welfare Plan Trust Fund of Nova Scotia
c/o **Manion Wilkins and Associates Ltd.**
500 – 21 Four Seasons Place
Etobicoke, ON M9B 0A5
Toll Free: 1-866-626-2179
Email: acrcbenefits@manionwilkins.com

- (d) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (e) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.
- (f) The parties hereto agree that the Board of Trustees appointed pursuant to the Agreement and Declaration of Trust establishing the Benefit Plan shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for contributions required to be made pursuant to this Article as agent for the parties. Any arbitrator appointed pursuant to this Clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- (g) No grievance instituted by the Board of Trustees as agent to the parties pursuant to this Article shall be defeated on the basis of any technical or procedural objection as to arbitrability, including any objection based on provisions pertaining to timeliness.
- (h) Notwithstanding the availability of grievance and arbitration procedures, it is further agreed between the Parties that the existence of this provision does not constitute a waiver of the rights of either of the Parties to this Collective Agreement or the Board of Trustees to proceed directly by way of civil action in the Supreme Court of Nova Scotia with respect to the collection of any outstanding contributions, damages and costs.
- (i) It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by the Local, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

Amendment #7 – January 1, 2023

Amendment #8 – July 1, 2023

Amendment #11 – May 1, 2024

PENSION PLAN:

It is agreed that provisions for a Pension Plan will be implemented under the same conditions as the Benefit Plan. **Effective July 1, 2023**, the employer shall contribute, as identified in the wage tables, to:

Millwrights Welfare Plan Trust Fund of Nova Scotia
c/o **Manion Wilkins and Associates Ltd.**
500 – 21 Four Seasons Place
Etobicoke, ON M9B 0A5
Toll Free: 1-866-626-2179
Email: acrcbenefits@manionwilkins.com

TRAINING FUND:

It is agreed that the Parties shall institute a Training Fund to be governed and controlled by the Administration Agreement between the parties, and that the employer shall contribute and remit one dollar (\$1.00) per hour paid to:

The Administrator
Millwright 1178 Training Fund
139 Beaufort Street, P.O. Box 358
Stellarton, NS B0K 1S0

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8D of the Collective Agreement for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

INDUSTRY IMPROVEMENT FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 8E of the Collective Agreement for the Industry Improvement Fund to:

The Administrator
Nova Scotia Construction Labour Relations Association
260 Brownlow Avenue, Unit #1
Dartmouth, NS B3B 1V9

Remittance forms for this fund are available at www.nsclra.ca or by phone at 902-468-2283.

Amendment #8 – July 1, 2023

MILLWRIGHT 1178 PROMOTION FUND:

It is agreed that the Parties shall institute a Promotion Fund to be governed and controlled by the Union and that the employer shall contribute and remit ten cents (\$0.10) per hour paid to:

The Administrator

Millwright 1178 Promotion Fund
139 Beaufort Street, P.O. Box 358
Stellarton, NS B0K 1S0

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 3rd day of November, 2020.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ROBERT SHEPHERD

JEFF RICHARDSON

CALUM MACLEOD