

MILLWRIGHT LOCAL 2736 STANDARD AGREEMENT

By And Between:

Construction Labour Relations Association of BC ("CLR")

*(on its own behalf, on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU)

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR
As interpreted by the Arbitration Decision B.C.C.A.A. No. 164
(hereinafter referred to as the "Employer")

And:

Millwrights, Machine Erectors & Maintenance Union, Local 2736

on behalf of its members
(hereinafter referred to as the "Union")

May 1, 2026 to April 30, 2029

Millwrights' Machine Erectors & Maintenance Union Local 2736

MEMBERS' COMMITMENT TO EXCELLENCE

Protecting our jobs requires a competitive edge for our contractors so they can send a clear message to companies – the job is going to be done on time, on budget with high quality, safe work and no disruptions. Our union can only deliver if each and every member is committed to excellence every day on the job.

What is our Commitment to Excellence?

Our Commitment to Excellence means:

- No absenteeism
- Timeliness – arriving at work on time, fit for duty with the proper tools and clothing, working a full day and keeping breaks to the prescribed limit
- Superior productivity, safety and cooperation
- Strict adherence to zero tolerance to substance abuse
- No personal business conducted on company time (ie. Electronic Communication Devices)
- Respecting company property, our employer's tools and the tools of our co-workers
- Following employer site rules, work procedures, policies, directives and Collective Bargaining Agreements

How do we honour our Commitment to Excellence?

We fulfill our Commitment to Excellence by:

- Teamwork – every member working together with forepersons and job stewards, on every task, to deliver a superior product in every respect
- Compliance – our job stewards and Union representatives, working with the entire management team, will monitor and enforce the standard of Excellence

What happens if a member fails to honour our commitment to Excellence?

- If members are unwilling to comply with their responsibilities under our Commitment to Excellence, they will be brought before the Local Executive to explain their actions and if not resolved at this level, they can be brought before the Regional Council Disciplinary Committee. The Disciplinary Committee will take appropriate corrective action which may include imposition of internal disciplinary procedures, up to and including charges under the local by-laws and trade rules.

This Commitment to Excellence has been adopted by Millwrights Local Union 2736 to protect and to expand your job opportunities.

Member Signature / Date

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ARTICLE 1.00 – TERM OF AGREEMENT

- 1.01** The term of the Agreement shall be May 1, 2026 and continue through April 30, 2029 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 1.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the Parties conclude a renewal or revision of the Agreement, or a new Agreement.
- 1.03** The operation of Section 50 (2) and (3) of the *Labour Relations Code* of BC is hereby excluded.

ARTICLE 2.00 – SCOPE

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

ARTICLE 3.00 – WAGES AND OTHER EARNINGS

3.01 Millwrights Local 2736

The minimum hourly wage rate for a Millwright Journeyperson shall be found in Appendix “A” attached herein.

Foreperson rates will be Journeyperson rates plus fifteen percent (15%) per hour.

General Foreperson rates will be Journeyperson rates plus twenty percent (20%) per hour.

Effective May 1, 2024, provided the General Foreperson holds a ©Better SuperVision Supervisory Training certificate issued in British Columbia, the rate will be the Journeyperson rate plus twenty-two and one-half percent (22.5%) per hour. If the General Foreperson holds a Gold Seal certification the rate will be the Journeyperson rate plus twenty-five percent (25%) per hour. Otherwise, the rate will remain at the Journeyperson rate plus twenty percent (20%).

3.02 First Aid Attendant

Members who act as Level 3 first aid attendants shall receive one dollar and fifty cents (\$1.50) per hour above their wage rate.

3.03 Apprentices

All references to Millwright Apprentices shall be governed by the Regulations of SkilledTradesBC, excepting the wage rates, as they affect the trade of Millwrighting.

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

1 st Year	55%
after six (6) months served and completed	60%
2 nd Year (following successful completion of exam)	65%
after six (6) months served and completed	70%
3 rd Year (following successful completion of exam)	75%
after six (6) months served and completed	80%
4 th Year (following successful completion of exam)	85%
after six (6) months served and completed	90%

No Apprentice will move up to the next level in their apprenticeship until all requirements at the existing level have been completed successfully.

3.04 Apprentice Ratio

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

The maximum ratio of Apprentices to Journeyperson Millwrights on the job will be one (1) Apprentice to the first two (2) Journeypersons and one (1) additional Apprentice to every three (3) thereafter.

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

All Apprentices shall work with the tools of the trade and shall only do work customarily done by Millwrights, it being understood that each Apprentice shall be under the supervision of a Journeyperson.

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

3.05 Vacation Pay and Statutory Holiday Pay

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

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

3.06 Statutory Holidays

All work performed on the following recognized holidays shall be paid for at two times (2X) the applicable rate of pay, plus any applicable shift differential, as follows:

New Year's Day	Friday before Labour Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Friday before BC Day	Boxing Day
British Columbia Day	

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

3.07 Should any of the above holidays fall on a Saturday or Sunday, the following working day will be observed. When Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day.

3.08 No employee shall be required to work on Labour Day and/or Remembrance Day except for the preservation of life or property.

3.09 Employees are eligible to take up to three (3) weeks' annual vacation, with written request and approval of the Employer regarding the timing and duration of the vacation.

ARTICLE 4.00 – MONTHLY REMITTANCES AND FUND CALCULATIONS

4.01 Notwithstanding any provisions of this Agreement or any other document, including any document respecting the establishment or administration of the said Funds listed herein, the Employer's liability to the said Funds shall be limited to remittance of the monetary Contributions in the manners and at the times set out herein.

4.02 (a) The Employer shall remit to Millwrights Local 2736 Pension and Benefit Plans all Employer contributions and Employee deductions, required under the terms of this Agreement, on or before the fifteenth (15) of the month, for all hours earned in the previous month, on account to the funds as outlined in Appendix "A". All Employer contributions for Pension and Health & Welfare shall be calculated on an "hours earned" basis. All other Employer contributions shall be calculated on an "hours worked" basis. All deductions for field dues shall be calculated on an "hours earned" basis.

(b) The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.

4.03 BCBCBTU Fund

The Employers will provide funding for the BCBCBTU as outlined in Appendix "A" to BCBCBTU. Notwithstanding the foregoing, such contribution shall continue for as long as the Bargaining Council (BCBCBTU) structure continues to exist pursuant to the *Labour Relations Code*.

4.04 CLR Contract Administration Fund

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

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

- (i)** name of each Employer from whom contributions were collected
- (ii)** amount collected from each individual Employer,
- (iii)** total amount collected,
- (iv)** period for which contributions are payable.

(b) The Union shall be entitled to deduct an amount equal to sixty-six dollars (\$66.00) of the total Employer contributions collected, to cover administration costs, prior to forwarding such contributions.

4.05 Field Dues

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

4.06 Notice

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

4.07 Millwright Apprenticeship and Millwright Joint Advisory Funds

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

4.08 Apprenticeship Savings Plan

The Employer will deduct one dollar (\$1.00) per hour after taxes from each Apprentice's pay cheque and be remitted to the Apprenticeship Savings Plan along with the other Employer contributions. Funds held in the Apprenticeship Savings Plan will only be issued to apprentices upon the commencement of scheduled apprenticeship class. Any request to withdraw funds for use other than scheduled school will be denied.

4.09 BC Jurisdictional Assignment Plan

The BC Jurisdictional Assignment Plan (JAplan) is governed by a Board of Directors appointed on an equal basis by the BC Building Trades and CLR. The Employers will contribute the amount as outlined in Appendix "A" to the JAplan.

4.10 Rehabilitation Plan

The Construction Industry Rehabilitation Plan (CIRP) is governed by a Board of Directors appointed on an equal basis by the BC Building Trades and CLR. The Employers will contribute and deduct the amounts as outlined in Appendix "A" to CIRP.

4.11 Drug and Alcohol Policy

The Parties agree to be bound by decisions of the BCD&A Drug & Alcohol Program Society (D&A Society) relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy (D&A Policy), including with respect to implementation of an Employee and Family Assistance Program if one is established on a multi-trade basis. The Employer will contribute the amount referenced in Appendix "A" to the D&A Society

4.12 Delinquent Payments

- (a) In the event an Employer fails to remit contributions in conformity with the foregoing provisions of this Agreement, the Union is free to take economic action it deems necessary against such Employer and such action shall not be considered a violation of this agreement.

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

ARTICLE 5.00 – ENABLING

- 5.01** It is recognized that from time to time certain terms and conditions of employment for Millwrights may require alteration from those contained in this Agreement in order to enable the Employer to obtain certain work or execute certain work in a manner that is deemed to be prudent. Any request to alter terms and condition of employment can be initiated by the Employer, Local Union, or CLR.
- 5.02** Any modification to terms and conditions of employment will be finalized in writing by the Business Manager of the Local Union, or his designate, plus a representative of Construction Labour Relations Association of BC. All enabled conditions will be available to any signatory Employer applying for enabling and bidding the work on which enabled conditions apply. Approved enabled terms and conditions will apply for the project duration. The Parties further agree that enabling is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in the Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.
- 5.03** Where mutual agreement is not achieved such request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 5.04** The Parties agree to meet at least twice per year to review the effectiveness of the enabling process, labour market conditions, and attempt to develop plans to enhance the effectiveness of the enabling process.
- 5.05** No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

ARTICLE 6.00 – HOURS OF WORK

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

The Employer may vary the start/quit times by changing the scheduled starting time up to two (2) hours at their option.

Variances beyond two (2) hours shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

- 6.02** Forty (40) hours shall constitute a workweek, Monday through Friday. All other time worked shall be

considered overtime and shall be paid for at the applicable overtime rate of pay.

- 6.03** The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half times (1.5X) the applicable rate of pay. All other overtime hours, Monday through Friday inclusive, shall be paid at two times (2X) the applicable rate of pay.
- 6.04** For the purposes of calculating overtime hours, overtime shall normally be scheduled upon the completion of the regular days shift. When an employee is required to work prior to the commencement of his regular shift, such time shall be considered as overtime.
- 6.05** Hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two times (2X) the applicable rate of pay for work covered by Article 2.01 (Scope).
- 6.06** Starting time shall be at the main tool lockup or at the area designated by the Employer. A five (5) minute pick-up time will be allowed prior to quitting time. A suitable signal shall be provided to give starting and quitting time where feasible.
- 6.07** Employees reporting to work shall be paid two (2) hours pay at regular rates if no work is available. Once an employee commences work they shall be paid a minimum of four (4) hours pay at regular rates. Any employees who work beyond the mid-shift lunch break shall be paid for the regular scheduled shift.

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

6.08 Pre Access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

6.09 Online Orientation/Indoctrination

Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for the time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

- 6.10 (a)** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. On shifts of ten (10) hours, employees will instead, be given two rest breaks of fifteen (15) minutes duration each. Where work is required beyond ten (10) hours, the rest breaks will revert to ten (10) minutes in duration and a third rest break will be provided based on the length of the shift and the requirement to provide a second meal break as outlined in Article 7.11

- (b) Rest Breaks will be taken at a regular lunch room or suitable enclosed, weather proof, clean, heated areas.

6.11 Where employees are required to work in excess of ten (10) hours in a single shift, they shall be provided immediately after eight (8) hours, with an acceptable meal (hot where possible) and every four (4) hours thereafter until the shift ends. If a second meal is provided, the third rest break shall not be taken. There shall be no work period of more than five (5) hours without a meal break. There shall be a coffee break two (2) hours after each meal period. The time consuming the meal shall be paid for at the straight time rates contained in this Agreement, to a maximum of one half (½) hour in duration. In the event a meal is not supplied, the Employer shall pay a meal allowance of thirty dollars (\$30.00) to each affected employee in lieu thereof.

6.12 Compressed Work Week

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

Hours of Work

- (a) Ten (10) straight time hours (8:00 a.m. to 6:30 p.m., inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 p.m. to 5:00 a.m., inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (c) Notwithstanding (a) and (b), the scheduled start time of the shift may be varied by up to two (2) hours earlier or later at the discretion of the Employer.

Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on a Monday of Tuesday through Friday compressed work week, shall be payable at one and one-half times (1.5X) the otherwise applicable straight time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two times (2X) the otherwise applicable straight time hourly wage rate.

Statutory Holidays

Unless otherwise mutually agreed upon by the Parties,

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

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

6.13 Shift Work

Scheduling of Shifts

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

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

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

Day Shift: No premium

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

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

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

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

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

6.14 General Conditions

- (a) Shifts may be scheduled from 8:00 a.m. Monday to 8:00 a.m. Saturday. On time worked outside the established shift hours, on Saturday or Sunday and on Recognized Holidays, overtime rates shall apply. The start of the workday may be varied by two (2) hours without penalty or premium payment.
- (b) The Employer may vary the start, finish, meal times and rest periods of the following shifts by two (2) hours with equivalent straight time pay being paid. Other shifts may be established by mutual agreement between the Employer and the Union Representative and shall not be unreasonably withheld.
- (c) If the schedules are not applicable due to the starting times of the shifts, the same principle is to be applied in computing the hours, which is as follows:

6.15 One, or Two, or Three Regular Shifts

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

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

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

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

6.16 Nine and Ten Hour Shifts

- (a) **One or Two Nine Hour Shifts**

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

2nd Shift

Commence	@ 5:30 p.m. to 9:30 p.m.	4.0 hr	
Meal	@ 9:30 p.m. to 10:00 p.m.	0.0 hr	
Commence	@ 10:00 p.m. to 3:00 a.m.	4.0 hr	1.0 hr

TOTAL 8 hours + 1 hour @ 1-1/2 times = 9.5 hours + \$6.00 per hour premium for each hour worked

(b) One or Two Ten Hour Shifts

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

Total 8 hours + 2 hours @ 1-1/2 times = 11 hours

2nd Shift

Commence	@ 6:30 p.m. to 11:30 p.m.	5.0 hr		
Meal	@ 11:30 p.m. to 12:00 mid.	0.0 hr		
Commence	@ 12:00 a.m. to 5:00 a.m.	3.0 hr	2.0 hr	

Total 8 hrs + 2 hrs @ 1-1/2 times = 11 hours + \$6.00 per hour premium for each hour worked

6.17 One or Two Eleven Hour Shifts

1st Shift		Straight	1-1/2	Double
Commence	@ 8:00 a.m. to 12:00 noon	4.0 hr		
1st Meal	@ 12:00 noon to 12:30 p.m.	0.0 hr		
Commence	@ 12:30 p.m. to 4:30 p.m.	4.0 hr		
2nd Meal	@ 4:30 p.m. to 5:00 p.m.	0.5 hr		
Commence	@ 5:00 p.m. to 8:00 p.m.	0.0 hr	2.0 hr	1.0 hr

Total 8.5 hrs + 2 hrs @ 1-1/2 times + 1 hr @ 2 times = 13.5 hours

2nd Shift

Commence	@ 8:00 p.m. to 12:00 mid.	4.0 hr		
1st Meal	@ 12:00 mid. to 12:30 a.m.	0.0 hr		
Commence	@ 12:30 a.m. to 4:30 a.m.	0.0 hr	2.0 hr	2.0 hr
2nd Meal	@ 4:30 a.m. to 5:00 a.m.	0.5 hr		
Commence	@ 5:00 a.m. to 8:00 a.m.	0.0 hr	0.0 hr	3.0 hr

Total 4.5 hrs + 2 hrs @ 1-1/2 times + 5 hr @ 2 times = 17.5 hours

6.18 Incomplete Shifts

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

6.19 On Saturdays, Sundays and Statutory Holidays, Overtime Rates shall apply except for the 2nd and subsequent meal periods which shall be paid at straight time rates.

- 6.20** When an Employee works overtime and a continuous eight (8) hour break does not occur between the end of his last regular shift and the beginning of his next regular shift, all hours worked thereafter shall be worked at two times (2X) the applicable hourly rate of pay until an eight (8) hour rest break occurs.
- 6.21** Where the owner/client may require work to be done on a single shift basis at start/quit times that may be at variance with the start/quit for a regular shift, single shift operations shall be permitted.

ARTICLE 7.00 – PAYMENT CONDITIONS

- 7.01** Wages shall be paid weekly by direct deposit or, if required by the employee under extenuating circumstances, by cheque.
- 7.02** Not more than five (5) days' pay shall be held back.
- 7.03** The Employer, if requested, will issue a drag cheque to cover the Employee's one-way travel rate expense.
- 7.04** All wages due, E.I. Separation Certificate and "Completed" Apprenticeship Book where applicable shall be given to the employee upon termination. When the pay office is not located at the job site, the employee's wages and E.I. Separation Certificate will be mailed to them within three regular working days, or, arrangements can be made to pick them up at the Employer's Office the next working day.
- 7.05** The employer agrees to provide, a complete statement for every employee each pay period, showing dates of the payroll period covered, social insurance number and showing separate totals of the following:
- (a) Straight time hours.
 - (b) Overtime hours.
 - (c) Shift premium paid.
 - (d) Statutory Holiday pay.
 - (e) Vacation pay.
- 7.06** The Employer shall further provide each employee with a statement of his earnings for each period showing all amounts deducted.
- 7.07** Failing in Article 8.04 due to the Employers' non-compliance the Employer shall pay to the employee a sum equal to eight (8) hours at the employee's regular rate for each twenty-four (24) hour delay.

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

ARTICLE 8.00 – NOTICE OF TERMINATION OF EMPLOYMENT

- 8.01** When an employee's employment is terminated by the Employer, a minimum of one (1) hour verbal notice shall be given to the affected employee. Within that time the employee shall use such period as he may

deem to clear his affairs, i.e. tools, tool crib, accommodation, belongings, etc.

8.02 When an employee is notified of his termination the respective steward shall be notified.

8.03 Layoffs

- (a) Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.
- (b) Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate employees in the following order:
 - (i) Applicant Member or Members working on permit from another union
 - (ii) Travel Members from other locals of the Millwright Regional Council
 - (iii) Members of Local 2736

8.04 Standby Time

If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

8.05 Retention of Workplace Records

The Employer will retain all records relating to employment of its employees and payroll in accordance with the requirements of applicable legislation including, but not limited to, the *BC Employment Standards Act*, the *Personal Information Protections Act*, the *Freedom of Information and Protection of Privacy Act*, and Canada Revenue Agency guidelines. In order to protect employee privacy where maintenance of records is no longer required, they will be removed from the Employer's active systems. In the event the Employer's system is breached and identifiable personal information is released, the affected individuals will be notified as quickly as possible. Upon request, the Employer will provide a copy of their privacy policy to the Union.

ARTICLE 9.00 – TOOLS & WORKING CONDITIONS

9.01 A lock up shall be provided exclusively for members. The lock-up shall have a minimum of fifteen (15) square feet of floor space per member to be used for trades persons' tools, for drying clothes and dressing room, as well as lunchroom (suitably heated, or air conditioned in summer months). The lock-up shall have tool racks, table and chairs with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provisions for continuous heat 24 hours a day. Microwave(s) and refrigerator(s) appropriate for the size of crew shall be provided. A notice Board for the Union to post information shall be provided. Where shifts are to be operated, an exclusive lock-up for trades persons' tools on each shift will be provided. The same provisions as above to prevail. The Employer shall be responsible for having tool lock-up cleaned out daily and kept clear of building materials and other paraphernalia. Such lock-up shall be situated either on the ground or not higher than the first floor of the building.

9.02 The Employer must assure the safety of members tools and working apparel against fire and burglary or loss over water or such other areas where tools cannot be retrieved while in the Employer's employ and in event of loss thereby replace same. If so requested by the Employer, the member will submit to the Superintendent or company representative an inventory of tools and working apparel on the job.

9.03 The following tools or their equivalents must be provided by the Millwright:

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

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

Each member shall receive an amount for tool allowance and inclement weather gear (rubber boots & rain gear), incorporated into the wage rates as noted in Appendix "A".

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

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

9.04 Apprentices shall be required to supply precision tools, such as a micrometer, dial indicator or precision levels, as befits their experience.

9.05 The Employer shall provide suitable clean and enclosed sanitary facilities, and as soon as job conditions permit, chemical or flush toilets, urinals, and wash up facilities with hot and cold running water, soap, and hand cleaner in accordance with the OHS Regulations. In the event that proper toilet facilities are not provided, no employee will be penalized for leaving the job in a case of necessity.

9.06 Where no running water is available, cool drinking water in approved sanitary containers shall be provided. Individual paper cups will be provided.

9.07 All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

9.08 Employees who are working, or are offered the number of hours of employment provided by this Agreement, shall not engage in their trade or any other work for payment on other projects after hours excepting on their own premises.

9.09 There shall not be any task work or piecework on projects covered by this Agreement.

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

9.11 A telephone(s) shall be made available to all employees for incoming or outgoing emergency purposes. No employee, except for the steward (while doing business as a steward) shall be permitted to use a personal cell phone or smart phone during work hours, excluding rest periods and meal breaks, except in case of emergency. Repeated violations of the foregoing shall constitute cause for discipline, up to and including termination.

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

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

9.13 In the event an employee suffers a workplace injury which requires treatment at a location other than the workplace, the Employer will ensure that the employee is transported to the treatment location in a manner appropriate to the nature of the injury. In addition, the Employer is responsible to return the employee either to the workplace to collect their personal vehicle or to their accommodation (home if working in town or current accommodation if working out of town) at the conclusion of the medical treatment. The employee will be paid until the end of their scheduled shift.

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

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

9.16 Underground Premium

An underground premium shall apply on industrial projects where an employee works underground during excavation which includes drilling, blasting, guniting and/or rock bolting. The employee working in these circumstances shall receive prevailing rates plus ten percent (10%).

9.17 Human Rights

The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction Industry.

9.18 Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

9.19 Illness or Injury Leave

Employees are entitled to illness or injury leave in accordance with the terms of the *Employment Standards Act* in effect on January 1, 2023.

9.20 Pregnancy & Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

9.21 Cell Phone Apps

No employee shall be required to install any app on their personal cell phone as a condition of employment.

ARTICLE 10.00 – AUTOMOBILE RATES

10.01 This rate is established annually by the Canada Revenue Agency (CRA).

10.02 The rate to be paid by Employers to employees who use their personal vehicle for business purposes within BC will be in accordance with the CRA maximum allowable amount.

ARTICLE 11.00 – LOCAL RESIDENTS, TRANSPORTATION AND ACCOMMODATION EXPENSE

11.01 A bona fide local resident will be defined to mean any person residing within eighty (80) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres and has resided within such distance of the site for a period of not less than thirty days prior to the commencement of the project.

11.02 Local Residents residing within forty (40) road km of the job site shall not be entitled to receive daily transportation expense, initial and return transportation expense, room and board or subsistence, or camp accommodations, or rotational leave provisions.

11.03 Local residents residing between forty (40) road km and eighty (80) road km of the job site shall not be entitled to receive initial and return travel time or expense, room and board or subsistence, or camp accommodations, or rotational leave provisions, but shall be paid a transportation expense based on kilometers traveled, for each day worked. Refer to Article 11 (Automobile Rates) for the rate per kilometer to be paid.

11.04 Competent qualified local resident members shall be given hiring preference on jobs performed by the

Employer in or near the incorporated city, town, village or district in or nearest to which a member has resided a minimum of thirty (30) days prior to the commencement of the project.

11.05 Daily Commuting – Greater Vancouver Area

- (a) The Parties agree to establish a Greater Vancouver Area Metro Zone that shall include that part of the Lower Mainland that is outlined by the attached map.

See Appendix “B” for Metro Zone map.

- (b) For projects beyond the Metro and/or Free Zone for which daily travel is required, the Employer will reimburse the employees, as a transportation expense based on kilometres traveled, a), each way between the edge of the free zone and the project job site daily. (By the shortest route possible to and from the job.) refer to Article 11 (Automobile Rates) for the rate per kilometre to be paid.
- (c) If an employee is required by the Employer to move from one job to another during working hours, the Employer shall provide the transportation or pay transportation expense based on kilometres traveled if the employee uses his own vehicle. The employee shall not suffer any loss of pay as a result of transferring between projects during working hours. Refer to Article 11 (Automobile Rates) for the rate per kilometre to be paid.
- (d) For work within the Greater Vancouver Area Metro Zone, the area is defined as: the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, White Rock, Surrey (and Langley to 264th Street) and Coquitlam, and continuing in a direct line from the northern boundary of Coquitlam to Indian Arm.

11.06 Initial And Return Transportation To Remote Sites

- (a) The Employer shall pay an initial and terminal travel allowance per kilometre by the most direct route from the employee’s place of residence to the jobsite to any Employee who is directed or dispatched to an out-of-town project. Refer to Article 11 (Automobile Rates) for the rate per kilometre to be paid. No additional payment or reimbursement for travel time or incurred expenses shall be required. Refer to the items below for further clarification and exceptions.
- (b) Notwithstanding item (a), the Employer shall reimburse an employee, for any ferry fares which are incurred in the course of initial and terminal travel (based on the employee supplying applicable receipts for the BC Ferry Corporation rate for an under height vehicle (up to and including 7’ high) with a total length of twenty (20) feet. Reimbursement for the current single passenger fare shall also be made by the Employer based on the supply of a receipt, if requested by the Employer.

The Employer will reimburse the Employee where travel requires the payment of highway tolls. Receipts are also required, if requested by the Employer.

- (c) Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days’ LOA upon presentation of

receipts {within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.

- (d) Notwithstanding item (a), when an employee requests to use air travel to the project, the following terms and conditions shall prevail.
 - (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project (unless there is Employer/Owner supplied transportation) from the airport located nearest thereto.
 - (ii) The Employer may pre-arrange air travel to/from the employee's point of dispatch or may direct the employee to arrange such air travel themselves. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be by a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an employee to fly standby.
 - (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- (e) Where a variety of travel distances exist for employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance, which shall be paid to all applicable employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- (f) In the event an employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the employees terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the employees final pay cheque.
- (g) An employee shall not suffer any lost wages as a result of the Employer having made arrangements for the transportation of the employee's tools to a project, if such tools are subsequently not available to the employee for any reason as a result of a transportation delay or mishap. Tool transportation costs are the responsibility of the Employer.
- (h) When computing transportation and travel expense to out of town jobs, the employee's place of residence shall be considered the place of embarkation and return, except Local Residents as defined, which will be paid in accordance with the Agreement.
- (i) Transportation allowance shall be paid on the first pay cheque in respect to employment at the site, and deducted from final cheque if the employee does not qualify.

11.07 Rotational Leave (Turnarounds)

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

Where the employee accepts Employer supplied transportation they shall not be entitled to the allowance below.

- (a) For out of town projects of thirty-five (35) calendar days or more, the Employer shall provide leave

after twenty-eight (28) calendar days of employment on the job. Qualification requires five (5) days of work following the leave or payment. An additional leave shall be provided for each subsequent twenty-eight (28) calendar days of employment on the job.

- (b) When a turnaround is provided, the employee shall receive an allowance based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

250 to 500 km	\$274.00
501 to 750 km	\$457.00
751 to 1,000 km	\$639.00
Over 1,000 km	\$730.00

It is further understood and agreed at no time more than twenty-five percent (25%) of the working force shall be on such home leave.

11.08 Camps / Commercial Accommodation / Subsistence

(a) Camps

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

(iv) Marshalling Points

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

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

farms, dams, and hydroelectric projects.

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

(i) Living out allowance (subsistence allowance) on the basis of:

Effective May 31, 2026	\$240.00 per day
Effective May 2, 2027	\$260.00 per day
Effective April 30, 2028	\$260.00 per day

or

(ii) “first class” room plus meal allowance on the basis of:

Effective May 31, 2026	\$97.00 per day
Effective May 2, 2027	\$100.00 per day
Effective April 30, 2028	\$100.00 per day

No other costs will be borne by the Employer for employees choosing this option.

These options to be on a seven (7) day per week basis.

The Parties agree that the term “first class” will be interpreted within the context of what “first class” means in the industrial construction industry.

(c) It is further agreed by the Parties that under the room plus meal allowance option, if the Employer supplied accommodation is more than forty (40) kilometres from the job site, the Employer will pay a daily travel allowance (for days worked) based on the cents-per-kilometre formula measured from the accommodation to the jobsite and back to the accommodation. Refer to Article 11 (Automobile Rates) for the rate per kilometre to be paid.

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

Where the Employer supplied accommodation is within the forty (40) road kilometre free zone around the jobsite, Employer supplied transportation will be provided to the jobsite and return to the Employer supplied accommodation.

Where the Employer supplied accommodation is beyond the forty (40) road kilometre free zone around the jobsite, the Employer shall provide transportation plus the employee shall receive the daily travel allowance based on the cents-per-kilometre formula from the edge of the forty (40) road kilometre free zone around the jobsite, both ways. Refer to Article 11 (Automobile Rates) for the rate per kilometre to be paid.

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

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

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

(d) Subsistence Allowance

(i) On projects where the employees choose the option of subsistence allowance, it is agreed that it shall be paid on a seven (7) days basis. Employees reporting for work shall receive subsistence allowance for the day they initially travels and is to be paid on the employee's first normal payday.

(ii) An employee shall forfeit subsistence allowance for absenteeism on any working day. When an employee is absent on the working day immediately proceeding or following bad weather days or recognized holidays, they shall forfeit subsistence allowance for such absenteeism and for the bad weather days or recognized holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, they shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an Employee is absent on Monday when work is available, they shall forfeit subsistence allowance for Sunday and Monday. When Friday is not a working day and an employee is absent on Thursday when work is available, they shall forfeit subsistence allowance of Thursday, Friday and Saturday.

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

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

(e) Check - Out Allowance

Any member who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodations and the Employer shall pay the member forty dollars (\$40.00) per day where accommodation is provided in camps. y, a member must work the scheduled shift prior to weekend or statutory holiday, and the scheduled shift after weekend or statutory holiday unless mutually agreed by the member and the Employer representative.

(f) Change in Accommodation

Where an employee is living in accommodation provided by the Employer and is required by the Employer or the accommodation provider to change rooms outside of working hours, the employee will be paid two (2) hours at straight time to make such move. The Employer reserves the right to have the employee move during working hours in lieu of making this payment.

ARTICLE 12.00 – GRIEVANCE PROCEDURE

12.01 Any differences arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Step 1: The employee involved, preferably with the Shop Steward or Business Representative of the Union, will first take up the matter with their Foreperson or supervisor directly in charge of the work within ten (10) business days of the date the employee knew, or ought to have known, about the alleged violation. Any grievance regarding the discharge of an employee may be filed at Step 2.

Step 2: Failing resolution at Step 1, the matter may be referred to Step 2 no later than ten (10) business days following the meeting in Step 1. Once advanced, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

Step 3: Failing resolution at Step 2, the matter may be referred to Step 3 no later than ten (10) business days following the response to the meeting in Step 2. To advance a matter to Step 3, the Grievance must be set out in writing by the grieving party and referred to the other party. Once a matter is advanced to Step 3 the Parties will meet to discuss the matter and the respondent to the grievance shall respond in writing within five (5) business days.

Step 4: Failing resolution at Step 3 within ten (10) business days, the Grievance may be referred to a single Arbitrator. In the event the Parties are unable to mutually agree on an Arbitrator they will apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator must hear and determine the difference and issue a decision, which is final and binding on the Parties and any person affected by it. Each party will pay its own costs and expenses of arbitration, and one-half (½) the compensation and expenses of the Arbitrator.

11.02 The timelines described above shall be strictly adhered to and may only be extended by mutual agreement between the Parties.

ARTICLE 13.00 – UNION RIGHTS

13.01 Job Stewards

Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job Superintendent or Foreperson shall be notified by the Union of the name of such Job Steward and in the event of a layoff or reduction in the work force, the Job Steward shall at all times, be given preference of continued employment until completion of the work for which they are qualified. Reasonable time shall be given to the Job Steward to carry out their duties (refer to Article 10.11–Tools and Working Conditions).

13.02 Business Agents

Business agents shall have access to all job sites covered by this Agreement, after first notifying the

Employer management representative, Superintendent or other designated person in charge; however, in no way will they interfere with the employees during working hours unless permission is granted.

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

13.04 Union Representation

An employee has the right to have a Union representative present either in person or via telephone/online at any meeting where disciplinary action is being taken. The employee and a Union representative will be advised in advance of the meeting if such is the case. Where the employee elects to not have a Union representative present, the absence of a Union representative shall not, on its own, affect the Employer's right to discipline the employee.

If during an investigation meeting the Employer believes that discipline may result from the investigation, the meeting will cease and the employee will be given access to a Union Representative.

ARTICLE 14.00 – MANAGEMENT RIGHTS

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

ARTICLE 15.00 – JURISDICTIONAL DISPUTES

- 15.01** A jurisdictional dispute is that dispute between the Union and the Employer, both party to this Agreement, in respect to an assignment of trade jurisdiction to a particular building trade union.
- 15.02** There shall be no stoppage of work or lockout due to jurisdictional disputes involving various trades. All work assignments shall be made in accordance with the Procedural Rules and Regulations of the B.C. Jurisdictional Assignment Plan commonly referred to as the "JAplan".
- 15.03** Jurisdictional disputes are not grievable under Article 13.00 (Grievance Procedure) of this Agreement.
- 15.04** All jurisdictional disputes arising between the Parties to this Agreement with any of the affiliated trade organizations comprising the BC Building Trades shall be settled in accordance with the procedural rules as stipulated within the Jurisdictional Assignment Plan of British Columbia.
- 15.05** Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the B.C. Jurisdictional Work Assignment Plan (JAplan), the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration or the BC Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

15.06 Millwright Jurisdiction

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

ARTICLE 16.00 – UNION SECURITY AND HIRING

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

- | | |
|---------------|---------------|
| 1) Name Hire | 5) Name Hire |
| 2) Name Hire | 6) Journeyman |
| 3) Apprentice | 7) Name Hire |
| 4) Journeyman | 8) Apprentice |

16.02 Foreperson

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

16.03 General Foreperson

A Millwright General Foreperson, who shall be a Journeyman member of the Union, may be utilized by an Employer whenever the Employer has determined this level of supervision over Millwrights and other workers on a project is required. The selection of the General Foreperson, and the determination and acceptance of the skills and training required are the sole prerogative of the Employer.

16.04 Reservations

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

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

ARTICLE 17.00 – PROHIBITION OF STRIKES OR LOCKOUTS

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

ARTICLE 18.00 – SAFETY

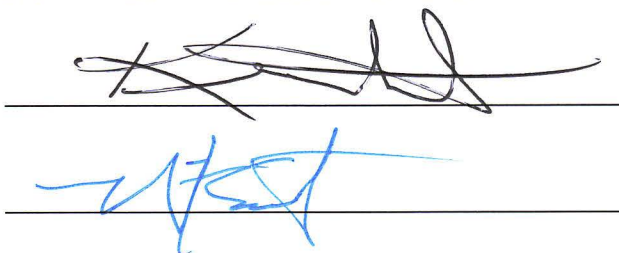
- 18.01** The Job Steward or any other qualified Journeyperson shall be a member of the Safety Committee.

ARTICLE 19.00 – SAVING CLAUSE

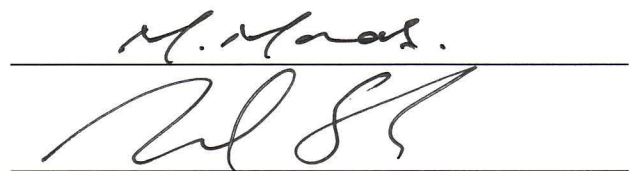
- 19.01** It is not the intent of either party hereto to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the Parties hereto agree that, in the event any provisions of this Agreement are held or constituted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

SIGNED THIS 21 DAY OF AUGUST, 2026.

SIGNED ON BEHALF OF CONSTRUCTION
LABOUR RELATIONS ASSOCIATION OF BC:



SIGNED ON BEHALF OF MILLWRIGHT LOCAL 2736:



LETTER OF UNDERSTANDING – JOB READY DISPATCH

The Parties agree to implement a Job Ready Dispatch Program (“JRD”) in accordance with the following terms.

1. The primary purpose of the JRD Program is to ensure all Provincial Occupational Health and Safety regulations are met or exceeded and both Employers and members have ready access to documentation to establish to regulators and owner/clients that necessary training has been provided.
2. Funding for the JRD will be provided through an Employer contribution of twenty-five cents (\$0.25) per hour worked. A separate account called the Millwright Training Trust – Job Ready Dispatch (“MWTT–JRD”) for the JRD will only be established to account for and distribute these funds. Employer contributions will be effective May 1, 2023.
3. The Millwright Training Trust (“MWTT”) will manage the funds collected, review the program and address issues that may arise or recommend changes to the Parties. The MWTT will meet at least twice per calendar year to discuss the JRD.
4. If the MWTT determines the contribution amount is higher or lower than required to meet the needs of the JRD it shall make recommendations to the Employer to increase or reduce the contribution as required.
5. The MWTT will maintain financial records to account for all funds collected and spent in relation to the JRD Program. These records will be shared with all appointees to the MWTT on a monthly basis.
6. The JRD contains a core suite of safety courses. Effective October 1, 2024, a member of the union must have valid certificates for the core suite of safety courses. A member will not be eligible for dispatch to any Employer if any of those certificates are scheduled to expire on a date earlier than the earliest of:
 - (a) the of the completion of the project they are dispatched to; or
 - (b) sixty (60) days following their date of dispatch.
7. The core suite of safety courses required for dispatch is:
 - Confined Space Entry or equivalent
 - Elevated Work Platform or equivalent
 - Fall Protection or equivalent
 - SiteReadyBC or equivalent
 - WHMIS / GHS
8. Training may be provided by the Union training school or an external provider at the sole discretion of the Union provided that, regardless of method of training, employees receive an industry recognized certificate at the conclusion of each program.
9. In the event one of the core safety course certificates for an employee expires while a member is working on a project one of the following shall occur:
 - (a) the Union will arrange to provide the training on site with Employer approval;
 - (b) the Employer will provide the required recertification and submit the receipt to the MWTT for reimbursement; or

- (c) in the event (a) and (b) are unable to occur, the employee will attend the training during scheduled days off or a Periodic Leave.

10. The JRD will provide the Employer access to training records through the TRAIN database on the Union's website for all members dispatched to the Employer.

Should the program be cancelled or curtailed at any time, all remaining funds will be returned to the Employer.

LETTER OF UNDERSTANDING – JURISDICTIONAL ASSIGNMENT PLAN CONTRIBUTION

Pursuant to the Overall Memorandum of Settlement signed by CLR and BCBCBTU on April 19, 2026 the Jurisdictional Assignment Plan contribution of one cent (\$0.01) per hour worked is suspended for the term of the 2026 – 2029 collective agreement.

APPENDIX "A" – WAGE AND BENEFITS SUMMARY

Breakdown of Monetary Package		May 31, 2026			
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
Millwright General Foreperson	120%	\$65.61	\$7.87	\$11.925	\$85.405
Millwright Foreperson	115%	\$62.88	\$7.55	\$11.925	\$82.355
Millwright Journeyperson	100%	\$54.68	\$6.56	\$11.925	\$73.162
<u>Millwright Apprentices:</u>					
after 6 months served and completed	90%	\$49.21	\$5.91	\$11.925	\$67.045
4 th Year (following successful completion of exam)	85%	\$46.48	\$5.58	\$11.925	\$63.985
after 6 months served and completed	80%	\$43.74	\$5.25	\$11.925	\$60.915
3 rd Year (following successful completion of exam)	75%	\$41.01	\$4.92	\$11.925	\$57.855
after 6 months served and completed	70%	\$38.27	\$4.59	\$11.925	\$54.785
2 nd Year (following successful completion of exam)	65%	\$35.54	\$4.26	\$11.925	\$51.725
after 6 months served and completed	60%	\$32.81	\$3.94	\$11.925	\$48.675
1 st Year	55%	\$30.07	\$3.61	\$11.925	\$45.605

Employer Contributions	
Union Benefit Plan	E
Union Pension Plan	E
CLR Dues	W
Rehabilitation Fund	W
JApian	W
BCBCBTU Fund	W
D&A Society	W
Millwright Training Plan Fund	W
Millwright Administration Fund	W
Millwrights Local 2736 Organizing Fund	W
Health & Welfare Administration Fund (0.05) WCB Fund (0.05)	W
Pension Administration Fund	W
Millwright Job Ready Dispatch Fund	W
* Total Employer Contributions - Straight Time Hours	
* Total Employer Contributions - 1.5X Overtime Hours	
* Total Employer Contributions - 2X Overtime Hours	

Employee Deductions	
Field Dues	E
Rehabilitation Fund	W

Total Employee Deductions	
All Employee Classifications	

May 31, 2026	
	\$2.835
	\$7.50
	\$0.11
	\$0.04
	n/a
	\$0.05
	\$0.01
	\$0.69
	\$0.14
	\$0.10
	\$0.10
	\$0.10
	\$0.25
	\$11.925
	\$17.093
	\$22.260

May 31, 2026	
	\$1.70
	\$0.04

1.0X Hours	1.5X OT Hours	2X OT Hours
\$1.74	\$2.59	\$3.44

Employer Contributions and Employee Deductions Marked "E" paid based on "Hours Earned", those marked "W" paid based on "Hours Worked"

Breakdown of Monetary Package	
-------------------------------	--

Millwright General Foreperson	120%
Millwright Foreperson	115%
Millwright Journeyperson	100%
<u>Millwright Apprentices:</u>	
after 6 months served and completed	90%
4 th Year (following successful completion of exam)	85%
after 6 months served and completed	80%
3 rd Year (following successful completion of exam)	75%
after 6 months served and completed	70%
2 nd Year (following successful completion of exam)	65%
after 6 months served and completed	60%
1 st Year	55%

May 2, 2027			
Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
\$67.54	\$8.10	\$12.175	\$87.815
\$64.73	\$7.77	\$12.175	\$84.675
\$56.29	\$6.75	\$12.175	\$75.212
\$50.66	\$6.08	\$12.175	\$68.915
\$47.84	\$5.74	\$12.175	\$65.755
\$45.03	\$5.40	\$12.175	\$62.605
\$42.22	\$5.07	\$12.175	\$59.465
\$39.40	\$4.73	\$12.175	\$56.305
\$36.59	\$4.39	\$12.175	\$53.155
\$33.77	\$4.05	\$12.175	\$49.995
\$30.96	\$3.72	\$12.175	\$46.855

Employer Contributions	
Union Benefit Plan	E
Union Pension Plan	E
CLR Dues	W
Rehabilitation Fund	W
JApplan	W
BCBCBTU Fund	W
D&A Society	W
Millwright Training Plan Fund	W
Millwright Administration Fund	W
Millwrights Local 2736 Organizing Fund	W
Health & Welfare Administration Fund (0.05) WCB Fund (0.05)	W
Pension Administration Fund	W
Millwright Job Ready Dispatch Fund	W
* Total Employer Contributions - Straight Time Hours	
* Total Employer Contributions - 1.5X Overtime Hours	
* Total Employer Contributions - 2X Overtime Hours	

Employee Deductions	
Field Dues	E
Rehabilitation Fund	W

Total Employee Deductions	
All Employee Classifications	

May 2, 2027		
\$2.835		
\$7.75		
\$0.11		
\$0.04		
n/a		
\$0.05		
\$0.01		
\$0.69		
\$0.14		
\$0.10		
\$0.10		
\$0.10		
\$0.25		
\$12.175		
\$17.468		
\$22.760		

May 2, 2027		
\$1.70		
\$0.04		

1.0X Hours	1.5X OT Hours	2X OT Hours
\$1.74	\$2.59	\$3.44

Employer Contributions and Employee Deductions Marked "E" paid based on "Hours Earned", those marked "W" paid based on "Hours Worked"

Breakdown of Monetary Package

Millwright General Foreperson	120%
Millwright Foreperson	115%
Millwright Journeyperson	100%
<u>Millwright Apprentices:</u>	
after 6 months served and completed	90%
4 th Year (following successful completion of exam)	85%
after 6 months served and completed	80%
3 rd Year (following successful completion of exam)	75%
after 6 months served and completed	70%
2 nd Year (following successful completion of exam)	65%
after 6 months served and completed	60%
1 st Year	55%

April 30, 2028

Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)		Total Employer Contributions *		Total Monetary Package
\$69.54	\$8.34		\$12.425		\$90.305
\$66.64	\$8.00		\$12.425		\$87.065
\$57.95	\$6.95		\$12.425		\$77.322
\$52.15	\$6.26		\$12.425		\$70.835
\$49.25	\$5.91		\$12.425		\$67.585
\$46.36	\$5.56		\$12.425		\$64.345
\$43.46	\$5.22		\$12.425		\$61.105
\$40.56	\$4.87		\$12.425		\$57.855
\$37.67	\$4.52		\$12.425		\$54.615
\$34.77	\$4.17		\$12.425		\$51.365
\$31.87	\$3.82		\$12.425		\$48.115

Employer Contributions	
Union Benefit Plan	E
Union Pension Plan	E
CLR Dues	W
Rehabilitation Fund	W
JAPlan	W
BCBCBTU Fund	W
D&A Society	W
Millwright Training Plan Fund	W
Millwright Administration Fund	W
Millwrights Local 2736 Organizing Fund	W
Health & Welfare Administration Fund (0.05) WCB Fund (0.05)	W
Pension Administration Fund	W
Millwright Job Ready Dispatch Fund	W
* Total Employer Contributions - Straight Time Hours	
* Total Employer Contributions - 1.5X Overtime Hours	
* Total Employer Contributions - 2X Overtime Hours	

April 30, 2028		
\$2.835		
\$8.00		
\$0.11		
\$0.04		
n/a		
\$0.05		
\$0.01		
\$0.69		
\$0.14		
\$0.10		
\$0.10		
\$0.10		
\$0.25		
\$12.425		
\$17.843		
\$23.260		

Employee Deductions	
Field Dues	E
Rehabilitation Fund	W

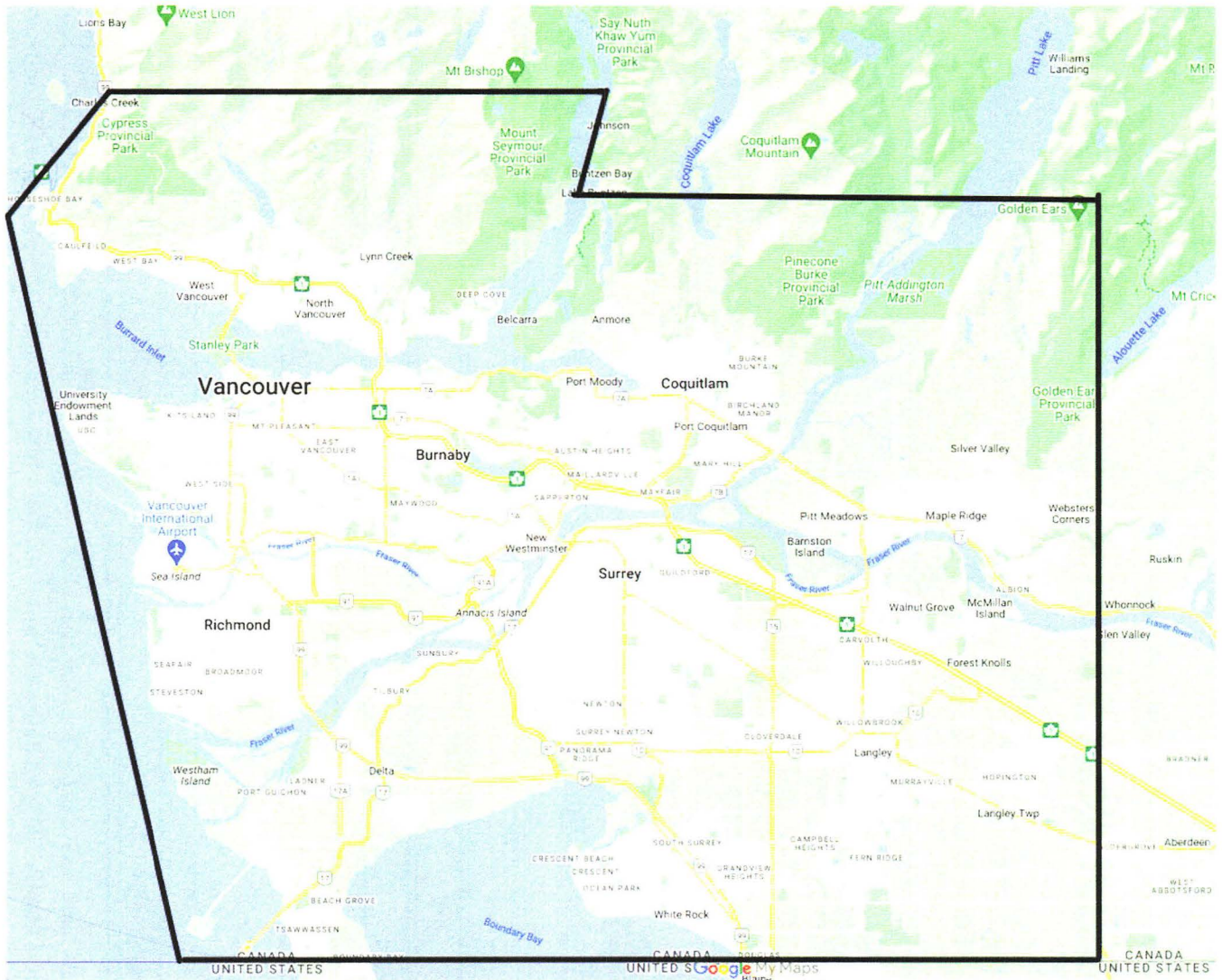
April 30, 2028		
\$1.80		
\$0.04		

Total Employee Deductions	
All Employee Classifications	

1.0X Hours	1.5X OT Hours	2X OT Hours
\$1.84	\$2.74	\$3.18

Employer Contributions and Employee Deductions Marked "E" paid based on "Hours Earned", those marked "W" paid based on "Hours Worked"

APPENDIX "B" – MAP



LIST OF SIGNATORY EMPLOYERS

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining Unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign the Agreement on their behalf.

Effective the date of signing this Agreement, the following employers have authorized CLR to bargain a renewal Millwright Local 2736 Standard Agreement with the Millwrights, Machine Erectors and Maintenance Union, Local 2736 and to sign such Agreement on their behalf.

- | | |
|--|--|
| 1. Aligned Industrial Services Inc. | 22. KBR Industrial Canada Co. |
| 2. Alliance Engineering Works (1985) Ltd. | 23. Kitimat Iron & Metal Works Ltd. |
| 3. Andritz Hydro Canada Inc. | 24. LML Industrial Contractors Ltd. |
| 4. Atlantic Plant installation Canada Inc. | 25. Lockerbie & Hole Eastern Inc. |
| 5. Babcock & Wilcox Industries Ltd. | 26. Lorneville Mechanical Contractors Ltd. |
| 6. Bantrel Constructors Co. | 27. Midwest Mechanical Limited |
| 7. BFI Constructors Ltd. | 28. Mitchell Installations Ltd. |
| 8. Brymark Installations Group Inc. | 29. NTI Services Ltd. |
| 9. CAM Field Solutions Canada Corp. | 30. RKM Services Ltd. |
| 10. Cascade Mechanical Ltd. | 31. South East Construction BC L.P. |
| 11. CIMS Limited Partnership | 32. Sunny Corner Enterprises Inc. |
| 12. Clear Water energy Services LP | 33. Supreme Steel GP Corp (o/a Supreme Steel LP) |
| 13. Co-Gen Mechanical Services Ltd. | 34. Termel Industries Ltd. |
| 14. DMS Industrial Contractors | 35. TurbinePROs R.E. Services Ltd. |
| 15. Dynamic Installations Inc. | 36. TVE Industrial Services Ltd. |
| 16. F & M Installations Ltd. | 37. United Power Ltd. |
| 17. Farr Installations Ltd. | 38. Voith Hydro Inc. |
| 18. Fluor Constructors Canada Ltd. | 39. Waiward Industrial LP |
| 19. Ganotec West ULC | 40. West Kootenay Mechanical Ltd |
| 20. Geo-Tech Industries Inc. | 41. Zanron Fabrication & Machine Co. Ltd. |
| 21. Horton CBI Limited | |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by the Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.