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# **ALBERTA MILLWRIGHTS MAINTENANCE AGREEMENT**

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**THIS AGREEMENT ENTERED INTO BY AND BETWEEN**

**The Company identified in its respective Alberta Millwright Maintenance Agreement  
Adherence Form**

**(Hereinafter Referred to as the "EMPLOYER")**

**- AND -**

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,  
MILLWRIGHTS LOCAL UNION #1460**

**(Hereinafter Referred to as the "UNION")**

## ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION

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**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION**

**Preamble**

The objects of this Agreement are to establish: fair, reasonable, efficient and safe working conditions, which will provide a mutually beneficial employment relationship between Employees and the Employer; an effective training strategy which will contribute to the development of a qualified and skilled workforce, a safe, accident free work site; and a mutually agreed upon method of resolving disputes and grievances which may arise out of the terms and conditions of this Agreement.

WHEREAS the Employer is engaged in the business of maintenance, repair, and renovations, and this work is of importance to the Union, and the Union and the Employer wish to enter into an agreement for their mutual benefit covering work of this nature.

WHEREAS the Union has in their membership throughout the area members competent and qualified to perform the work of the Employer.

WHEREAS the Employer and the Union desire to mutually establish hours of work and working conditions for the workers to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

WHEREAS the Employer and the Union agree that there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

WHEREAS it is recognized that all Welfare Funds, Pension Funds, Training & Sustainability Funds and other Union Monetary Funds including Union Dues and Field Dues called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s).

WHEREAS it is recognized that to endorse established guidance, items not contained in the attached agreement that may have relevance to a circumstance, will be referenced to the current Provincial Collective Agreement.

WHEREAS it is recognized that all Employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to Employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

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It is agreed by the Union that all the Employees covered by this Agreement shall be made aware of these site rules and regulations by the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment.

The Employer and the Union hereby agree to the following terms and conditions for maintenance, repair and renovation work:

**Article I..**

Section 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees engaged in maintenance, repair, renovation and demolition work within the millwright trade.

Section 1.02 The scope of this Agreement covers work of a maintenance, repair, renovation, demolition and/or de-commissioning nature.

Section 1.03 The Employer and Union agree all work that is new construction shall be paid in accordance with the terms and conditions of the applicable Provincial Construction Agreement.

**Article II. SCOPE**

Section 2.01 The Employer and Union agree to abide by the conditions contained herein and to work under the terms of this Agreement. All employees recognized as being a part of the Union shall be dispatched from their respective hiring halls and shall be paid wages and benefits in accordance with the Appendices.

Section 2.02 The Employer and the Union agree that much of the work is of an emergency nature and therefore will require at times the acceptance of extreme fluctuations in the labour demands made by the Employer and the Union. The Union, by this Agreement, completely understands the necessity of these extremes and agrees to make every effort to fulfil the workforce requirements of the Employer.

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**Article III. DEFINITIONS**

Section 3.01 All work performed by the Employer on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility to increase production.

Section 3.02 Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are always required to run to maintain full production. A spare may be added for having one pump down for maintenance.

Section 3.03 The word "repair", used with the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.

Section 3.04 The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

Section 3.05 The term "demolition" used within the terms of this Agreement is limited to the removal of any existing structure or piece of equipment that is not being repaired or replaced.

Section 3.06 The term "hours worked" used within the terms of this Agreement and when in reference to benefits, refers to elapsed time on the clock.

Section 3.07 The term "hours earned" used within the terms of this agreement and when in reference to benefits refers specifically to hours that were worked as overtime. These hours are multiplied by the applicable overtime rate. Ie. Four (4) hours worked at an overtime rate of time and one half (1-1\2) is six (6) earned hours. Four (4) hours worked at an overtime rate two (2) times is eight (8) earned hours.

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**Article IV. CONTINUITY OF WORK**

Section 4.01 No Employer subject to this Agreement shall cause a lock-out during the term of this Agreement.

Section 4.02 No Employee bound by this Agreement shall strike during the term of this Agreement. No person, Employee, or Trade Union shall declare, authorize, or participate in a strike or other collective action which will stop or interfere with production or counsel a strike or collective action to be effective during its term.

**Article V. MANAGEMENT RIGHTS**

Section 5.01 The Employer retains full and exclusive authority for the management of their operation.

- (a) The Employer shall direct their working forces at their sole choice including, but not limited to hiring, promoting, demoting, transferring to work directly related to the Project, suspending, laying off, disciplining, and discharging for cause.
- (b) The Employer shall have the right to utilize the most efficient methods or techniques of construction, tools or labour saving devices.
- (c) The Employer shall schedule work and shall determine when overtime will be available. Nothing contained herein shall be exercised in a manner inconsistent with the provisions of this Agreement.
- (d) Subject to the provisions of this Agreement, the foregoing list of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal and traditional rights not specifically covered by this Agreement.

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Section 5.02 The Employer shall have the right to transfer Employees within the jurisdiction of the Union Local on jobs covered by this Agreement as long as the member agrees. The Employer shall notify the Union in writing when an employee represented by the Union is transferred.

Section 5.03 The Employer shall have the undisputed right to operate and manage its business in all respects subject only to the limitations expressly stated within this Agreement. The Employer shall notify the Union of change of employment status or classification of all employees at the time change comes into effect.

**Article VI. UNION SECURITY AND HIRING**

Section 6.01 All Employees under this Agreement, as a condition of employment, shall be members of Local 1460 and maintain such membership in good standing.

Section 6.02 When Employees are required:

- (a) The Local Union Business Representative will be contacted by the Employer on all occasions when workers are required, and the Employer shall state that the workers are required for maintenance work.
- (b) For just and sufficient, written documented cause, the Employer shall retain the right to reject upon dispatch any worker referred by the Union, prior to the worker's commencement of work.
- (c) The Employer may request Employees who have special skills.

Section 6.03 Workers dispatched to the job by the Local Union shall report to the Supervisor in charge after receiving a formal dispatch.

Section 6.04 The Employer may transfer Employees covered by this Agreement and Appendices with special skills or qualifications to projects where forces are being increased. Transfers are not permitted to displace existing Employees.

Section 6.05 The Union agrees to furnish qualified Employees on receipt of requisition. In the event the Union is unable to fill a requisition for Employees within a seventy-two (72)

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hour period (Saturdays, Sundays and recognized holidays excluded), the Employer shall have the right to employ qualified Employees from other available sources. All Employees shall obtain a clearance and/or referral slip from the 1460 Union office before starting a job. At the request of the Employer, referral slips will be transmitted electronically to the Project (telephone, facsimile or electronic mail).

**Article VII. GRIEVANCE PROCEDURE**

Section 7.01 "GRIEVANCE" means any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, or any question as to whether any difference is arbitral arising between the parties or persons bound by the Collective Agreement and "PARTY" means one of the parties to this Agreement.

Section 7.02 All grievances shall be finally and conclusively settled without stoppage of any part of the Employer's work in the following manner.

Section 7.03 To solve a grievance, an employee is first encouraged to, when practicable, either by themselves or accompanied by such persons as they shall choose, within (5) five working days of knowledge of the initial occurrence, discuss it with their foreman, their steward, or with the Employer management, and if they mutually agree to a solution, their decision shall be brought to the attention of Union and Management.

Section 7.04 If satisfaction is not received through the 7.03 process, or if the 7.03 step does not occur, the Union shall file with the job superintendent or manager a grievance in writing, within fifteen (15) working days of the initial occurrence of the event complained of. The grievance shall contain the following information:

- (a) articles and clauses allegedly violated;
- (b) an explanation of the violation;
- (c) remedy requested; and
- (d) Signature of the grievor.

Within five (5) working days of receipt of the alleged grievance, described in 7.01 above, the Employer shall issue a reply in writing, by registered mail or by personal delivery to the business agent of the Union.

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**Section 7.05      Pre-Arbitration Process**

- (a) If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel (JGP), unless one of the parties to the grievance serves notice of an intention to bypass the JGP in favor of referring the matter directly to arbitration.
- (b) In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within 5 days (excluding Saturdays, Sundays, and Statutory Holidays) of such notice being served.
- (c) Such Joint Grievance Panel will consist of two appointees of the Employer and two appointees of the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance. No representative of/spokesman for the Union or for the subject Registered Employers' Organization shall be appointed.
- (d) The Joint Grievance Panel shall hold a hearing into the matter within ten days (excluding Saturdays, Sundays, and Statutory Holidays) of being appointed and shall issue their recommendation forthwith, but in any event within three days (excluding Saturdays, Sundays, and Statutory Holidays) of the date the hearing was held.
- (e) Each of the parties shall advise the other, within five days of receipt of the recommendation (excluding Saturdays, Sundays, and Statutory Holidays), as to whether they accept or reject the recommendation.
- (f) In the event the parties to the grievance accept the recommendation of the JGP, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten days (excluding Saturdays, Sundays, and Statutory Holidays), or in any event in accordance with such other implementation schedule as may be included in the JGP recommendations.
- (g) In the event either Party determines that it is not prepared to accept the recommendation of the JGP, either Party may then refer the matter to Arbitration within 10 days (excluding Saturdays, Sundays, and Statutory Holidays) of receipt of the JGP recommendations.

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- (h) No lawyers shall be permitted to participate in the JGP proceedings.

**Section 7.06 Arbitration Process**

- (a) Arbitration of a grievance shall occur before a single arbitrator, unless a party gives written notice of an intention to proceed with a three-person arbitration panel. A three-person panel, when used instead of a single arbitrator, will comprise of a Union nominee, an Employer nominee, and a neutral chair.

**Procedure for appointing a single arbitrator:**

- (b) Upon receipt of a referral to arbitration, the parties shall attempt to agree upon an arbitrator.
- (c) If the parties cannot agree to an arbitrator within 14 days, the party that referred the grievance to arbitration shall request appointment of an arbitrator in accordance with the *Labour Relations Code* (or any successor statutory provisions).

**Procedure for appointing an arbitration panel, if one party so chooses:**

- (d) Should a party wish to proceed with a three-person arbitration panel, they shall provide notice of that intention within 10 days of the referral to arbitration. Notice of an intention to proceed with a three-person arbitration panel shall include the name and contact information of the nominee for the party providing the notice.
- (e) The party receiving notice of intention to proceed with a three-person arbitration panel shall advise of the name and contact information for their nominee within 10 days.
- (f) Once the nominees for a three-person panel are selected, the parties shall attempt to agree upon a neutral chair for the panel.
- (g) If the parties cannot agree to a chair for the panel within 10 days of the nominees being selected, the party that referred the grievance to arbitration shall request appointment of a chair in accordance with the *Labour Relations Code* (or any successor statutory provisions).

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**Arbitration**

- (h) The parties shall equally share the cost of the arbitrator.
- (i) In the case of an arbitration panel, the parties shall equally share the cost of the chair but bare the full cost of their respective nominees.

Section 7.07 For the purpose of this Agreement, the time limits specified in the Grievance and Arbitration Procedures outlined herein, shall be deemed to exclude Saturdays, Sundays and recognized holidays.

**Article VIII. UNION REPRESENTATIVES**

Section 8.01 Subject to jobsite security regulations, a Representative of the Union shall have the right to visit the jobsite after making their presence known to Employer management. The Union Representative will not unreasonably cause Employees to neglect their work.

**Article IX. STEWARDS**

Section 9.01 The Union shall notify the Employer in writing of the name(s) of its Steward(s). The Union shall have the right to appoint one Steward for each shift.

Section 9.02 Stewards are permitted to work with grievances and other Union matters during their shifts, provided their Union duties during shift do not unduly or unreasonably interfere with their job duties.

Section 9.03 Prior to termination of employment or lay off of a Steward, for any reason, the Employer will notify the Local Union Office.

Section 9.04 Job Stewards shall be in attendance when an Employee is terminated or when any disciplinary action takes place.

Section 9.05 When applicable, best efforts shall be made to provide Job Stewards with a list of laid off employees and a copy of an Employee's dispatch slip.

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**Article X. HOURS OF WORK**

Section 10.01 The Employer shall establish the initial work week schedule prior to commencement of a job, so that Union members bidding on Employer jobs will know the work week schedule for the job. The established work week schedule may be changed by mutual agreement between the Business Representative and the Employer. On mutual agreement, notice shall be given to each Employee by the Employer no later than quitting time on the last regular work day of the preceding week. The change shall take place at starting time on the first work day of the following week. Where employees are requested to take a shift change, as much notice as possible will be given. If (8) eight hours' notice is not provided then all regular hours worked on the first shift of the new schedule will be paid at time and one-half (1-1/2).

Section 10.02 The Union will not unreasonably deny shift schedule change requests.

Section 10.03 The work week, for payroll purposes shall commence on Sunday and end on Saturday at midnight and Employees shall receive payment by EFT no later than 11:00 am on Friday of the following week. All hours worked during the previous week shall be paid on the agreed upon day.

Section 10.04 Employees are to commence and complete their shift at the lunchroom or such other location as may be agreed upon between the Employer and the Union. The Union shall not unreasonably withhold agreement to change the starting location for an Employee's shift.

Section 10.05 The regular hours of work for all Employees working under the terms of this Agreement shall be forty (40) hours per week.

Section 10.06 When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable double-time (x2), at least until such time as the employee receives an eight (8) hour break.

Section 10.07 **Five Day Work Week Schedule**

The regular hours of work shall be between the hours of 6:00a.m. and 7:00 p.m. Monday through Friday inclusive, and shall consist of eight (8) consecutive hours per day.

**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION****Section 10.08 Four Day Work Week Schedule**

- (a) Upon the request of either party, the decision to change the work week to a four-day work week schedule may be considered.
- (b) Prior to implementation, mutual agreement in writing between the Local Union and the Employer must be obtained setting out that the hours of work per week and per day is to be altered to ten (10) hours per day Monday to Thursday or Tuesday to Friday. After having obtained mutual agreement in writing, notice of change to the established work week shall be given to each Employee, by the Employer, no later than quitting time on the last regular work day of the preceding week and the change shall take place at starting time on the first work day of the following week.
- (c) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, provided that the four (4) ten (10) hour days are scheduled consecutively during the Monday through Friday period. On a four (4)-ten (10) schedule, when the scheduled work week day off, (either Friday or Monday) is worked, the first ten hours shall be paid at one and one-half (1.5X) times regular pay, and further hours shall be paid at double (2X) regular pay. In the event a statutory holiday falls on the four-day work week schedule being worked, the work week will revert to three (3) days at ten (10) regular hours per day.
- (d) The foregoing starting, and quitting times and/or work week schedule may be changed to suit job requirements or conditions by mutual agreement between the Employer and the Union Business Representative. In the event the foregoing starting or quitting times are changed, without mutual agreement, applicable double-time (x2) rates shall be paid for any time worked before or after the above hours as a result of the change of times.

**Section 10.09 Overtime****(a) Saturdays, Sundays and Holidays**

- (i) The first two (2) hours of overtime per day, Monday through Friday inclusive, shall be paid at one and one-half times (1-1/2) the applicable rate of pay. All other overtime time hours, Monday through Friday inclusive, shall be paid at two (2) times the applicable rate of pay.

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- (ii) Saturdays, Sundays and all Statutory Holidays will be double time (2 x).
- (iii) Any unscheduled overtime will be voluntary and worked at the employees' discretion.

**(b) Overtime Meal**

- (i) When an Employee is asked to and agrees to work in excess of 12 hours, after the completion of the regular scheduled work day, a free meal (hot when possible) and beverage will be provided. The meal will be provided at the completion of the 12 hour shift and at each four (4) hour interval thereafter. The Employee shall be allowed a thirty (30) minute meal break and shall be compensated at double-time (x2).
- (ii) In the event that a hot meal is not provided, the Employee shall receive a meal allowance of Fifty (\$50.00) and shall be compensated at the double-time (x2) rate of pay for the missed meal break.

**Section 10.10 Shifts**

- (a) For shifts established to precede or follow the day shift, Employees shall receive a shift premium of four dollars and fifty cents (\$4.50) per hour for all hours worked. There shall be no pyramiding of pay.
- (b) When an employee loses a regular shift through the implementation or termination of shift work, then the employee shall be paid a regular day's pay for the day lost.
- (c) Shift work may be performed at the option of the employer, however, when shift work is performed at least (two) 2 full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for a period of at least three (3) consecutive regular working days. Should each of the shifts outlined above not continue for a period of three (3) consecutive working days, all hours worked shall be deemed overtime and paid at double-time (x2).
- (d) Where a shift is commenced and has run for at least three (3) consecutive days as 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 employees shall only be entitled to shift premium on regular hours of work.

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- (e) By mutual written email agreement, shifts may be established for periods of less than three (3) regular consecutive working days and in such an event, the deemed overtime, that would otherwise be payable, shall not apply.

**Section 10.11 Rest Breaks**

- (a) Two (2) fifteen (15) minute paid rest breaks shall be scheduled by the Employer on each eight (8) hour shift. If overtime of more than one (1) hour is contemplated to follow the regular work shift, an additional rest period shall be allowed where possible before commencing overtime, unless the nature of the work dictates otherwise, and an additional rest period shall be allowed for every two (2) hours of overtime worked thereafter.
- (b) The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.
- (c) When ten(10)hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two(2) breaks of one half (1/2) hour each, paid at the applicable rate, approximately equally spaced in the ten(10) hour shift. **It is agreed that the work day is 10 hours pay for 10 hours on site, when implementing this option.** In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break.
- (d) When twelve (12) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling three (3) breaks of thirty (30) minutes each, paid at the applicable rate, approximately equally spaced in the twelve (12) hour shift. **It is agreed that the work day is 12 hours pay for 12 hours on site, when implementing this option.**

**Article XI. SHOW UP TIME**

- Section 11.01 When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day of work, they shall be paid a minimum of three (3) hours of reporting time, as per work scheduled, and allowed to leave the job at the discretion of the Employer.

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Section 11.02 If an employer requires an employee to complete online orientation and safety training, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and safety training where applicable. The Employer shall pay an allowance for completing the course(s) equal to the employers estimated time to complete, to a minimum of four (4) hours, multiplied by the employee's total package hourly rate.

Section 11.03 Employees will be compensated for the prescribed amount of time, multiplied by their total package hourly rate, for completing any Owner / Client online orientation, safety or basic training courses required of an employee. The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. When a job call is cancelled, and employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, Compensation will not be provided to employees who complete the required course(s) but fail to report for duty.

Section 11.04 When an employee has started work on the regular shift and is instructed to stop, they shall be paid the greater of actual time worked or four (4) hours of pay.

Section 11.05 If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours worked in the day and minimum conditions shall not apply.

**Article XII. RECOGNIZED HOLIDAYS AND VACATIONS**

Section 12.01 The recognized holidays shall be as follows:

New Year's Day	Canada Day	Remembrance Day
Family Day	Heritage Day (1 <sup>st</sup> Monday in August)	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	National Day for Truth and Reconciliation

(a) Employees who are required to work on a recognized holiday shall receive double-time (x2).

(b) If the Federal or Provincial Government declares an additional mandatory General Holiday, the Employer agrees to recognize the new holiday.

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Section 12.02 In lieu of pay for the above recognized holidays, the Employer agrees to pay, with the employees' regular pay, an additional four percent (4.0%) of the total hourly earnings accrued each week, including overtime hours and premium time hours.

Section 12.03 The Employees shall be paid Vacation pay at the rate of six percent (6.0%) of gross earnings for all Employees covered by this Agreement and shall be paid each pay period with the Employee's regular pay.

**Article XIII. WAGES**

Section 13.01 **Wage Schedule** NOTE: SEE APPENDIX A

Section 13.02 **Payment of Wages**

(a) Wages shall be paid by weekly electronic direct deposit into the Employee's bank account of choice, at no cost to the Employee(s). An electronic confirmation of earnings and deductions for electronic deposits shall be electronically available to the Employee's..

(b) When an Employee is laid off, voluntarily terminated or is discharged for just cause, payment shall be made by electronic direct deposit, of all monies owing, on the next week's regular pay day. An electronic confirmation of earnings and deductions shall be available to the Employee(s) on the next week's regular pay day.

(c) Records of Employment for Employment Insurance purposes shall be submitted electronically to Service Canada and in accordance with Service Canada's requirements.

(d) Should Article 13.02 (b) not be adhered to, the Employer will pay a penalty of four (4) hours per regular working day at total package rates until payment is made.

(e) **Payroll Disputes**

(i) If the Employer determines that an error of overpayment has occurred, and the error occurred within the previous six (6) months, the Employer shall

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promptly give notice in writing to the affected employee and the Union, of the amount of the error, how the error was calculated, and the plan to recover the overpayment through deduction or deductions over one or more subsequent pay periods. The Employee shall be given three (3) working days to respond to the notice from the Employer. If the Employee agrees with the error and the plan for correction of the error, the plan shall be implemented.

- (ii) If there is a difference as to the error, the amount of the error or the plan to correct the error, the Employer and representative of the Union, shall attempt to resolve the difference. If the difference cannot be resolved within an additional three (3) working days, the Employer may implement the plan to correct the error, recognizing that the Employer may be ultimately responsible for damages and other remedies through the grievance procedure, if the Employer is in error. The Employer shall not unreasonably refuse a plan to correct an overpayment error proposed by the Employee or the Union.

If the Employee is no longer employed by the Employer upon discovery of the error or the completion of the plan to correct the error, the Union shall provide the Employer with the Employee's last known contact information.

- (f) Pensioner contributions shall not be payable in respect of an Employee on, or after, November 30<sup>th</sup> of the calendar year in which the Employee attains the age of seventy-one (71) years, or such other maximum age prescribed under Canada's Income Tax Act. Such monies that would have otherwise been payable on behalf of the Employee as pension contributions shall be paid directly to the Employee as a separate, hourly payment, exclusive of other wage-related earnings. (i.e. the payment is equal to the number of hours earned, multiplied by the pension contribution otherwise payable.)

This provision will also be applicable to an Employee who is receiving pension benefits from the Millwright Local 1460 Pension Plan.

**Section 13.03 Apprentices**

- (a) All references to Millwright Apprentices shall be governed by the Regulations of the Alberta Apprenticeship and Industry Training Act, excepting the wage rates, as they affect the Millwright trade.
- (b) Apprentice Millwrights shall be paid on a percentage of the basic Journeyman rate as follows.

- (c) The apprentice's next period increase will become effective on the first pay period following the date the apprentice presents to their Employer the letter received from AIT notifying them of successful completion of a term unless the necessary time period for the pay increase has not passed. In that case the increase will become effective on the first pay period following the necessary time period. An apprentice will receive their increase to journeyman rate on the first pay period following the date their ticket becomes effective.
  
- (d) The Employer will employ a minimum of 30% apprentices of their total millwright workforce in Alberta unless varied by mutual agreement between the Employer and the Union taking into consideration job circumstances.

Note: AIT = (Alberta) Apprenticeship and Industry Training

#### **Article XIV. HEALTH AND WELFARE**

Section 14.01 The Employer shall contribute the amount specified in Appendix A (Alberta Millwright Maintenance Agreement Wage Summary) to the Millwrights Local 1460 Health and Welfare Trust Fund for Alberta for all hours **WORKED** by employees covered by this Agreement. All monies so accrued during a calendar month must be received, via EFT, at the Millwrights 1460 Hall Accounting Department as remittances for the Health and Welfare Trust Fund, not later than the fifteenth (15th) day of the month following.

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**Article XV. PENSION PLAN**

Section 15.01 The Employer shall contribute the amount specified in Appendix A (Alberta Millwright Maintenance Agreement Wage Summary) to the Millwrights Local 1460 Hall Accounting Department as remittances for the Pension Trust Fund for Alberta for all hours **EARNED** by employees covered by this Agreement. All monies so accrued during a calendar month must be received, via EFT, at the Millwrights Local 1460 Pension Trust Fund, not later than the fifteenth (15th) day of the month following.

Please Note: All pension contributions remitted for apprentices will be paid as per wage schedule.

the amount as specified in Appendix A (Alberta Millwright Maintenance Agreement Wage Summary).

**Article XVI. TRAINING & SUSTAINABILITY FUNDS**

Section 16.01 The Employer shall contribute the amount specified in Appendix A (Alberta Millwright Maintenance Agreement Wage Summary) to the Millwright Local Union 1460 Hall Accounting Department as remittances for the Training Trust Fund for Alberta, for all hours **WORKED** by employees covered by this Agreement. All monies so accrued during a calendar month must be received, via EFT, at the Millwrights 1460 Union Hall, not later than the fifteenth (15th) day of the month following.

**Article XVII. UNION DUES**

Section 17.01 The Employer agrees to a check-off of Union dues (monthly and hourly working dues) from all employees covered by this Agreement at the rates specified by the Union for each month or any part of a month thereof.

Section 17.02 All monies so accrued during a calendar month must be received, via EFT, at the Millwrights 1460 Union Hall Accounting Department as remittances for Union dues ,not later than the fifteenth (15th) day of the month following and for each month or part of each month thereafter that the employee is in employment, together with a list of names and S.I.N's, from whom the deductions were made.

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**Article XVIII. GENERAL WORKING CONDITIONS**

- Section 18.01 The Employer shall provide clean, ventilated and thermally comfortable lunchrooms containing chairs and tables of adequate size and seating capacity to accommodate the number of people using the facility. Paper towels is also to be supplied by the Employer to assist in keeping the lunch area clean.
- Section 18.02 The employer will provide a separate area for employees to remove and store coveralls, work clothing etc., before entering lunchrooms.
- Section 18.03 A separate, safe, heated, and locked storage shall be provided for all Millwrights' tools and work clothing.
- Section 18.04 Fresh drinking water shall be provided daily on all jobs.
- Section 18.05 The Employer shall provide suitable clean, enclosed, sanitary facilities, chemical or flush, heated in cold weather where practical. The Employees shall cooperate with the Employer in keeping these facilities clean.
- Section 18.06 The Employer shall supply suitable hand cleaner and towels.

**Article XIX. SUPERVISION**

- Section 19.01 Where there are two(2) or more Millwrights on the same shift, one (1) shall be a Foreperson and receive Foreperson's pay and will work with their tools, until such time as there are six (6) Millwrights employed, after which they shall act as Foreperson and may work with their tools at their discretion. Agreement to work on the tools shall not be unreasonably withheld by the Foreperson. Should differences arise in the administration of this Clause, the Union will be consulted for support. One Foreperson shall not supervise a working force of more than ten (10) Millwrights. A Millwright General Foreperson will be appointed when a total of fourteen (14) Millwrights are employed, this number shall include all current Foreperson's.

## ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION

**Article XX. TRANSPORTATION AND ACCOMMODATION**Section 20.01 **Daily Travel**

A forty five (45) road kilometer free zone will apply on jobs within the daily commuting distance of the municipal city hall of Edmonton or jobs from which employees commute to daily from temporary accommodation provided or paid for by the employer or a local resident resides.

- (a) For travel beyond the forty-five (45) road kilometer free zone, established above, the employer will have the following options;
  - (i) The Employer shall supply suitable transportation to and from the project and mutually agreed to pick-up points.
  - (ii) Alternatively, the Employer shall pay to each employee a transportation cost at the rate, as per CRA guidelines, per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) road kilometer free zone.
  - (iii) The establishment of the above noted rate will be governed by the rate schedule provided by the Canada Revenue Agency (CRA) specifically referring to the vehicle allowance amounts that will not be treated as income for members and that will be treated as business expenses for employers. This rate will be adjusted by the union and issued to the employers as the rate schedule changes are made.

Section 20.02 **Accommodation Allowance**

- (a) Subsistence for days worked will be paid on projects which are more than one hundred and twenty (120) road kilometers from the city hall of Edmonton or Calgary
- (b) Subsistence paid for the entire Province of Alberta will be two hundred dollars per day or at the option of the employer a suitable individual room and a per diem of eighty (80.00) dollars will be provided.

**Note** A suitable individual room is defined as a 3 Star accommodation such as a Days Inn, Ramada, Holiday Inn or Best Western hotel.

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- (c) Subsistence shall be paid on a seven (7) day per week basis while dispatched to a subsistence project located greater than two hundred and fifty (250) road kilometers from the municipal city hall of Edmonton or Calgary. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for the absence is acceptable to the Employer.
  
- (d) On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for the day before commencing work and the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the municipal city hall of Edmonton or Calgary. This payment will be made for the preceding day and the succeeding day, when on nightshift and where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).
  
- (e) Initial and Return Allowances for jobs exceeding 120 road kms will be paid as per (20.01. ii) from the municipal city hall of Edmonton or Calgary to the site location. The determination of the city from which the dispatch originates will be governed by the municipal city center that is closest to the members proven residence.

Section 20.03 **Proof of Residence for Local Residents**

- (a) A local resident will be defined to mean any employee residing within (45) forty-five kilometers by road of the project for at least (30) thirty days and verified by the dispatch of the Millwrights 1460 hall. Proof of local residency is to be provided to the Employer. Any one of the following is acceptable for such proof:
  - i) Income Tax Assessment
  - ii) Property Tax Assessment
  - iii) Unemployment Insurance
  - iv) Utilities Receipt
  - v) Government Issued ID (Containing Address)
  - vi) Other reasonable documentation mutually agreed upon.
  
- (b) Any employee, who is actively dispatched, will not be permitted to change their current address without verification and approval of the Union's business unit during the course of the dispatch.

## ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION

**Article XXI. TOOLS**

Section 21.01 The Employee agrees to supply, as a minimum, the following list of tools when reporting and performing work:

2	Pair of Vice Grip Pliers	1 <sup>st</sup> Year, 3 <sup>rd</sup> Year
2	Toolboxes	1 <sup>st</sup> , 3 <sup>rd</sup> Year
2	Locks	1 <sup>st</sup> Year
1	Set Assorted Screw drivers	1 <sup>st</sup> Year
1	Set of ½" Drive Sockets to 1 ¼" and Metric Equivalent	1 <sup>st</sup> Year
2	Ball Peen Hammers 12 oz. and 32 oz.	1 <sup>st</sup> Year
1	10' Steel Tape	1 <sup>st</sup> Year
1	Set of Combination Wrenches to 1 ¼" and Metric Equivalent	1 <sup>st</sup> Year
1	Set of Three Aviator Snips	2 <sup>nd</sup> Year
1	Set Feeler Gauges 3 ½" to 4" Long	2 <sup>nd</sup> Year
1	6" Vernier Caliper or Dial Caliper	2 <sup>nd</sup> Year
1	Centre Punch	2 <sup>nd</sup> Year
1	Scriber	2 <sup>nd</sup> Year
1	Set of Punches and Chisels	2 <sup>nd</sup> Year
1	Set of Allen Head Wrenches - Imperial and Metric	2 <sup>nd</sup> Year
2	Alignment Bar (Pry Bar)	2 <sup>nd</sup> Year
1	Set of Adjustable Wrenches 8", 10", 12"	2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> Year
1	Hack Saw	3 <sup>rd</sup> Year
1	Dead Blow Hammer	3 <sup>rd</sup> Year
1	Set of Dividers to 12"	3 <sup>rd</sup> Year
2	Plumb Bobs	3 <sup>rd</sup> Year

**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION**

1	6" Precision Scale	3 <sup>rd</sup> Year
1	0" to 1" Outside Micrometer	4 <sup>th</sup> Year
1	50' Steel Tape	4 <sup>th</sup> Year
1	Magnetic Base Compatible to Dial Indicator	4 <sup>th</sup> Year
1	Dial Indicator	4 <sup>th</sup> Year
1	12" Full Combination Precision Square Set	4 <sup>th</sup> Year
1	Inside Micrometer up to 12"	4 <sup>th</sup> Year

Section 21.02 Employees will provide to the Employer an itemized list of personal tools being brought to the job site, upon being hired. The employee's tools shall be subjected to verification by the Employer upon employment.

Section 21.03 All other necessary tools shall be provided by the Employer. The tools of the employee starting the job shall be in good condition and shall be kept so on Employer's time.

Section 21.04 At the option of the Employer, employees may be hired without having to supply tools listed in this Article.

Section 21.05 The employer must ensure the safety of members' tools against loss by fire, theft or damage while in company operations. The Employer agrees to repair or replace all items mentioned in clause 21.01, and additional person tools, if loss or damage is caused by negligence of the Employer. The Employer has the right to refuse accepting liability for the use of additional personal tools. If an employee's tools are lost or destroyed due to fire, flood or forcible entry of their personal toolbox, job shack, or other suitable secured locations while on the jobsite, they shall be replaced by the employer within thirty (30) days.

The Employer shall replace said tools with new tools of equal quality in conjunction with an authorized Employer representative verifying the loss. Employees will provide the Employer with an itemized list of personal tools being brought onto the jobsite upon being hired. The Employee's tools shall be subject to verification by the Employer upon employment. The onus on verifying the loss or damage rests with the member.

**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION**

**Article XXII. DURATION OF THE AGREEMENT**

Section 22.01 This Agreement shall be effective May 3, 2026 and shall remain in full force and effect until midnight, April 30, 2028 and thereafter from year to year provided that at any time not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or any extended term thereof, either party may give to the other party written notice to bargain this Agreement.

Section 22.02 Both Parties recognize and acknowledge the efforts being made to recruit Industrial Mechanics in the Province of Alberta for Projects and the enhancements made to this agreement to entice these individuals as well as attempting to maintain our current forces. In monitoring the results of enabling the adjustments to the wage and subsistence packages, either party to this agreement can initiate a meeting to reopen wage and subsistence rates for the purpose of negotiating a change. The initial opportunity to meet would be January 2028, if required, and after this period would take place the month before the scheduled enactment of an upcoming change to the rates. Should this negotiation be unsuccessful, the agreed rates for wages and subsistence will remain as per the terms of the agreement.



## ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION

## APPENDIX A. Millwrights Local Union 1460

## WAGE SCHEDULES

## Alberta Millwright Maintenance Agreement Wage Summary

Millwrights, Machinists, Welders and Apprentices'

Wage and/ or benefit increases to come into effect the first Sunday after the date noted as the date of the increase.

May 3, 2026

Classification	Percentage of Journeyman	Hourly Wage Rate	Vacation & Stat. Pay (10%)	Health & Welfare	Pension Fund	T & S Fund	Total Package
<b>Journeyman</b>		\$58.50	\$5.85	\$3.02	\$8.00	\$1.25	<b>\$76.62</b>
<b>4.5 Year</b>	95%	\$55.28	\$5.52	\$3.02	\$6.00	\$1.25	<b>\$71.07</b>
<b>4<sup>th</sup> Year</b>	90%	\$52.65	\$5.27	\$3.02	\$6.00	\$1.25	<b>\$68.20</b>
<b>3.5 Year</b>	85%	\$49.14	\$4.91	\$3.02	\$6.00	\$1.25	<b>\$64.32</b>
<b>3<sup>rd</sup> Year</b>	80%	\$46.80	\$4.68	\$3.02	\$6.00	\$1.25	<b>\$61.75</b>
<b>2.5 Year</b>	75%	\$43.00	\$4.30	\$3.02	\$6.00	\$1.25	<b>\$57.57</b>
<b>2<sup>nd</sup> Year</b>	70%	\$40.95	\$4.96	\$3.02	\$6.00	\$1.25	<b>\$55.33</b>
<b>1.5 Year</b>	65%	\$36.86	\$3.68	\$3.02	\$6.00	\$1.25	<b>\$50.81</b>
<b>1<sup>st</sup> Year</b>	60%	\$35.10	\$3.51	\$3.02	\$6.00	\$1.25	<b>\$48.88</b>
<b>Foreman</b>		\$64.00	\$6.40	\$3.02	\$8.00	\$1.25	<b>\$82.67</b>
<b>General Foreman</b>		\$66.00	\$6.60	\$3.02	\$8.00	\$1.25	<b>\$84.87</b>

May 2, 2027

Classification	Percentage of Journeyman	Hourly Wage Rate	Vacation & Stat. Pay (10%)	Health & Welfare	Pension Fund	T & S Fund	Total Package
<b>Journeyman</b>		\$59.50	\$5.95	\$3.41	\$8.00	\$1.40	<b>\$78.26</b>
<b>4.5 Year</b>	95%	\$56.23	\$5.62	\$3.41	\$6.00	\$1.40	<b>\$72.66</b>
<b>4<sup>th</sup> Year</b>	90%	\$53.55	\$5.36	\$3.41	\$6.00	\$1.40	<b>\$69.72</b>
<b>3.5 Year</b>	85%	\$49.98	\$4.99	\$3.41	\$6.00	\$1.40	<b>\$65.78</b>
<b>3<sup>rd</sup> Year</b>	80%	\$47.60	\$4.76	\$3.41	\$6.00	\$1.40	<b>\$63.17</b>
<b>2.5 Year</b>	75%	\$43.73	\$4.37	\$3.41	\$6.00	\$1.40	<b>\$58.91</b>
<b>2<sup>nd</sup> Year</b>	70%	\$41.65	\$4.17	\$3.41	\$6.00	\$1.40	<b>\$56.63</b>
<b>1.5 Year</b>	65%	\$39.38	\$3.93	\$3.41	\$6.00	\$1.40	<b>\$54.12</b>
<b>1<sup>st</sup> Year</b>	60%	\$35.70	\$3.57	\$3.41	\$6.00	\$1.40	<b>\$50.08</b>
<b>Foreman</b>		\$65.00	\$6.50	\$3.41	\$8.00	\$1.40	<b>\$84.31</b>
<b>General Foreman</b>		\$67.00	\$6.70	\$3.41	\$8.00	\$1.40	<b>\$86.51</b>

**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION**

**APPENDIX B.**

**CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE**

The Parties agree to adopt the current version of the *Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules* and all specific exemptions as identified in the *Millwright Construction Registration Agreement*.



**ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION**

**APPENDIX C.**

**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.

Millwrights Local 1460 will work with the Employer to ensure an adequate supply of Supervision and personnel with specific trade skills, is available, including the use of travel cards, if necessary, in the near term.

ALBERTA MILLWRIGHTS, MACHINERY ERECTORS AND MAINTENANCE UNION

SIGNING PAGE

Agreed to on this 1<sup>th</sup> day of April, 2026

[ADDITIONAL SIGNATURES ON FILE]

[Redacted Signature]

[Redacted Signature]

Per: Jamie Harju  
Business Manager  
Alberta Millwrights Local 1460



Per: Stan Buller  
AMMA Contractors  
Negotiation Chair

ALBERTA MILLWRIGHTS MAINTENANCE AGREEMENT



