

AGREEMENT BETWEEN

Atlantic Canada Regional Council

of

CARPENTERS, MILLWRIGHTS and ALLIED WORKERS

and

LOCAL 37

of the

INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS

A. F. of L., C. I. O. – C. L. C.

May 1, 2014 – April 30, 2017



ATLANTIC CANADA
REGIONAL COUNCIL OF CARPENTERS
MILLWRIGHTS AND ALLIED WORKERS



International Brotherhood of Electrical Workers
Fraternité internationale des ouvriers en électricité

THIS AGREEMENT made this 18th day of September 2014.

BETWEEN: ATLANTIC CANADA REGIONAL COUNCIL OF
CARPENTERS, MILLWRIGHTS AND ALLIED
WORKERS, MacLaren Avenue, Fredericton, N. B.,
hereinafter called the "EMPLOYER"

Party of the First Part

- and -

LOCAL 37 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
hereinafter called the "UNION"

Party of the Second Part

PREAMBLE

It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in a Collective Agreement.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union recognizes that it is the right of the employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the IBEW and it's Local 37 as the sole and exclusive collective bargaining agent for all employees of the Atlantic Canada Regional Council of Carpenters, Millwrights and Allied Workers, MacLaren Avenue, Fredericton, N. B. engaged in administration duties, save and except those excluded by the Industrial Relations Act and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 2.02 Summer Students- Summer Students will have no right to recall and their membership in the union will cease upon lay-off. In addition summer students are not entitled to medical/dental coverage or the employer RRSP contribution. Vacation pay will be as per the New Brunswick Employment Standards Act.

Summer students will not work more than 20 weeks in a calendar year without mutual agreement of the parties to the collective agreement.

No summer student will be hired if regular employees are on lay-off.

Regular employees will be offered overtime prior to offering it to summer students.

- 2.03 No other agreements - No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There shall be no discrimination exercised or practiced by either party against the other for any reason whatsoever.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

- 4.01 All Employees in the Bargaining Union to be Members - Upon signing of this agreement all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union with thirty (30) days of employment.
- 4.02 The Employer will notify the Union office of any newly hired employees.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct from the wages due every employee an amount equal to the regular dues of the Union after the first full week of employment.
- 5.02 The sums deducted pursuant to this Article in any month shall be remitted to the designated official of the Union, not later than the 15th day of the month following. The Union will keep the Employer advised of the name and address of its designated official.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6.01 Potential Employees - the Employer agrees to acquaint potential employees with the fact that a union agreement is in effect.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Atlantic Canada Regional Council of Carpenters, Millwrights and Allied Workers and the Business Manager of the IBEW Local 37
- 7.02 The Union Secretary will notify the Employer of any changes to the Union Executive.

ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 8.01 Any reports or recommendations dealing directly with policies and/or conditions of employment, and which effect employees within this

bargaining unit, shall be communicated by the Employer to afford employees an opportunity to consider them.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 Recognition of Union Stewards and Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure. In any event, when an employee feels they have a complaint, they are encouraged to discuss the complaint with the Employer in company with the Union Steward before proceeding to Step 1.
- 9.02 Names of Stewards - The Union shall notify the Employer in writing of the names of each Steward and the department(s) they represent.
- 9.03 Settling of Grievances - An earnest effort shall be made to settle grievances fairly and promptly in the following manner: within ten (10) working days after the alleged grievances has arisen, the employee may present their grievance with details of the complaint in writing either by personal service or by mailing by registered mail to the Employer. The Employer shall reply to the grievance in writing to the employee within ten (10) working days from the date the grievance was presented. Should the employee not receive a reply or satisfactory settlement of their grievance, the employee may refer their grievance to arbitration as provided for in Article 10 (Arbitration) hereof, within ten (10) working days of the date on which they should have received a reply from the person designated.
- 9.04 Policy Grievances - Where a dispute involving a question of general application or interpretation occurs, the Union or the Company has a grievance.
- 9.05 Replies in Writing - Replies to grievances stating reasons and details shall be in writing.
- 9.06 Time Limits - In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

Time limits specified in this Article may be extended only by agreement between the parties.

ARTICLE 10 - ARBITRATION

10.01 If either party following the exercise of the grievance procedure wishes to refer a matter to arbitration as provided for in Article 9 hereof, it shall, within the time limits specified, therefore, in Article 9 hereof give to the other party to this Agreement written notice of its intention to arbitrate at the same time specifying one of the following list of arbitrators as being acceptable:

1. Brian Bruce
2. Ray Gorman
3. Robert Kenny

The party receiving the said notice of intention to arbitrate shall, within two (2) working days, acknowledge receipt of the said notice and at the same time specify one of the list of arbitrators as being not acceptable and the single name remaining on the list shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties and he/she shall be notified forthwith accordingly. In the event that the arbitrator so appointed should prove unable to hear the case and the parties cannot agree on who shall hear it, the parties shall apply to the Minister of Labour to appoint an Arbitrator under Section 55 (2) of the Industrial Relations Act.

10.02 The arbitrator shall not have the jurisdiction to subtract from, modify or amend the terms of this agreement. The sole function of the arbitrator shall be to interpret the meaning of the articles of this agreement and to render a decision.

10.03 The arbitrator shall render his decision within thirty (30) calendar days following the hearing. The decision of the arbitrator shall be final and binding upon all parties concerned.

10.04 The expenses of the arbitrator shall be borne in equal shares by the Union and the Employer. No costs of arbitration shall be awarded to or against any party. Witness fees and allowances shall be paid by the party calling the witness.

10.05 The arbitrator may substitute such other penalty for the discharge or discipline imposed as the arbitrator seems just and reasonable in all the circumstances.

ARTICLE 11 - DISCIPLINE, SUSPENSION AND DISCHARGE

11.01 No employee who has completed their probationary period shall be

disciplined by demotion, suspended without pay or suffer a financial penalty or be discharged except for just and sufficient cause.

- 11.02 Where an employee is disciplined as stated in Article 11.01, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.
- 11.03 Where an employee alleges that they have been suspended or discharged in violation of Article 11.01 they may, within ten (10) working days of the date of her suspension or discharge, invoke the grievance procedure including arbitration as set out in this agreement.
- 11.04 The employee shall, when grieving a disciplinary action, state the clause or clauses of this agreement which they allege have been contravened by the Employer.
- 11.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11.01, the employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued if they had not been suspended or discharged.

ARTICLE 12 - SENIORITY

- 12.01 Seniority Defined (Type of Seniority Unit) - Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the working force and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis.
- 12.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. If the date of application for employment cannot be determined, the Employer shall arbitrarily determine preference amongst those employees who commenced work on the same date. An up-to-date seniority list shall be sent to the Union each year.
- 12.03 Probation of Newly Hired Employees - A newly hired employee shall be on probation for the first sixty (60) days of their employment. After

completion of the probationary period, seniority shall be effective from the original date of employment. During the first sixty days, the employee will not qualify for re-call or seniority and shall have no rights to grieve termination of their employment during this period.

12.04 Loss of Seniority - An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, maternity leave or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:

1. They are discharged for just cause and are not reinstated.
2. They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so.
3. Lay-off for more than twenty-four (24) months.

12.05 Part time employees - Vacation entitlement and sick leave benefits shall be pro-rated according to the number of hours worked. Payments for the existing Medical/Dental Coverage and RRSP will be prorated by the employer; however the employee may top up the payments to full value if desired.

ARTICLE 13 - LAYOFF AND RECALL

13.01 In the event the employer is required to lay off employees, the employer shall:

- provide, as soon as reasonably possible, and not less than thirty (30) days, notice to the Union and the affected employees of the impending lay-off of regular employees;
- within seven (7) days of providing the aforementioned notice, meet with the Union to have meaningful consultation in regard to the impact of the lay off and to explore methods to lessen the impact. As part of that process, the Union and the Employer will explore opportunities to assess employees for other employment opportunities or job functions and work together to remove barriers so that employees can be assigned to other positions or classifications if possible.

13.02 Roll of Seniority in Layoff - Both parties agree that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, the bargaining unit wide seniority shall prevail.

- 13.03 Recall Procedure - Employees who have been laid off shall be recalled in order of seniority.
- 13.04 No New Employees - No new employees shall be hired until those laid off within the last twelve (12) months have been given an opportunity of recall.
- 13.05 Severance Benefits- When a regular employee is laid off, they shall be entitled to a severance payment that is equal to two (2) weeks pay per year of service.

ARTICLE 14 - HOURS OF WORK

- 14.01 The regular work week shall be Monday through Friday, consisting of two shifts, 08:30 to 16:30 and 08:30 to 17:00 with a one-half hour non-paid lunch break.

The hours of work may be changed to 09:00 to 17:30 with a one half hour non paid lunch break by mutual agreement of the parties to the collective agreement.

It is further agreed that on Fridays both the Fredericton and Saint John office will close at 16:00 with no loss of pay.

ARTICLE 15 - OVERTIME

- 15.01 All time worked outside the normal hours as outlined in Article 14:01 shall be voluntary and at straight time until 10 hours has been worked.

Monday to Friday: time in excess of 10 hours,
time and one-half

Saturday: time and one-half

Sunday: double time

- 15.02 If an employee is called back to work, that is to say, works at any time that is not continuous with normal hours, then they shall be paid at the overtime rate for a minimum of two (2) hours.
- 15.03 Banking of Overtime - An employee may elect not to receive pay for overtime worked, and have such overtime hours credited, at premium rates, to a bank (e.g. employee works eight hours at time and one-half -

credit in bank is twelve hours - time off entitlement is twelve hours; employee works eight hours at double time - credit in the bank is sixteen hours - time off entitlement is sixteen hours).

(a) All employees who wish to bank overtime must notify the employer before the weekly pay periods ends - Saturday midnight.

(b) To enable the employer to make a reasonable decision on a bank time-off request, the employee must give twenty-four (24) hours notice.

(c) An employee may not exceed 100 hours in the overtime bank at any one time.

15.04 On-Call, pagers, cell phones- The employees will receive one (1) hour additional pay per day for being on-call, carrying a pager or a cell phone on behalf of the employer.

ARTICLE 16 - HOLIDAYS

- 16.01 The following days shall be designated holidays for employees:
- a) New Years Day
 - b) Good Friday
 - c) The day fixed by proclamation of the Governor-in-Council for the Celebration of the Birthday of the Sovereign
 - d) Canada Day
 - e) New Brunswick Day (first Monday in August)
 - f) Labour Day
 - g) The day fixed by proclamation of the Governor-in Council as a general day of Thanksgiving
 - h) Remembrance Day, November 11th
 - i) Christmas Day
 - j) Boxing Day
- Or days that are celebrated as such.
 - k) Easter Monday

The dates that such holidays are taken will correspond with the dates specified by the New Brunswick Provincial Government.

16.02 Pay for Regular Scheduled Work on a Holiday

An employee who works on a designated holiday, will be paid the regular wage plus double time for all hours worked.

16.03 Pay for a Holiday

An eligible employee who does not work on a designated holiday will receive holiday pay equal to one normal day's wages, after sixty (60) days of continuous employment

ARTICLE 17 - VACATIONS

17.01 All employees shall receive 2 weeks annual vacation with pay after one (1) year of continuous service.

All employees shall receive 3 weeks annual vacation with pay after four (4) years of continuous service.

All employees shall receive 4 weeks annual vacation with pay after nine (9) years of continuous service.

All employees shall receive 5 weeks annual vacation with pay after twenty (20) years of continuous service.

Unused vacation may be carried over for one (1) year.

It is agreed that if vacation credits change in the Carpenters agreement the vacation credits in the IBEW agreement will be adjusted accordingly.

ARTICLE 18 - SICKNESS AND OTHER LEAVES

18.01 Sick Leave - Sick leave shall be accumulated at the rate of 1 day per month, up to twelve (12) work days at 100% of salary, to be credited on January 1st of each year. Any unused leave may be applied to cover all or part of the two week waiting period required by the maternity leave provisions of Unemployment Insurance. Six (6) of these days may be used for personal reasons at the discretion of the employee.

Unused sick leave incentive - at year end, 50% of all unused sick leave will be paid out at the employee's normal hourly rate, as long as they have not used more than nine (9) sick days of that year's allotment.

Grandfathered Sick Leave Bank - existing employees on the date of signing of this agreement had previously been able to accumulate unused sick leave to a maximum of 25 days. These employees may maintain their existing banks (at whatever their current level is), however no additional carry over or accumulation will occur in the future.

- 18.02 Special Leave - An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days' leave, without loss to pay or benefits, and five (5) additional days without pay in the case of death of a spouse or child. An employee shall be granted four (4) day's leave without loss of pay or benefits in the case of the death of a parent, brother, sister or grandchild. An employee shall be granted one (1) days' leave without loss of pay or benefits in the case of the death of a grandparent.

An employee shall be granted an additional two days for travel if the relative is out of town.

- 18.03 Maternity Leave - Subject to the terms and conditions below, maternity leave shall be granted to female employees to permit adequate prenatal care and recovery after childbirth.

In the event that there are any changes to the legislation subsequent To the execution of this agreement which allow additional leave; this article will be amended to reflect those changes.

Requirements to qualify

To qualify for Maternity Leave, an employee must:

- i) Notify her Supervisor of the pregnancy three months before the anticipated date of delivery.
- ii) Give two weeks' notice prior to the commencement of the leave.

Term of Leave

Maternity leave is for a term of up to seventeen weeks. The first two weeks are charged as sick leave, with appropriate pay and the remaining leave shall be non-paid time.

Leave may commence at the end of the seventh month of pregnancy.

Benefits during leave

Employees do not accumulate vacation credits while on leave, but continue to accumulate seniority and service time. It should be noted that the interruption in continuous service related to maternity leave will not cause the vacation credit to be reset to zero. They will simply continue on being credited with all past continuous service prior to the leave.

Return to duty

Three weeks prior to the scheduled return to work date, the employee will notify her supervisor of her intention regarding return to work.

On return to work, employees are placed in their former position or a comparable position within the same general work location, with no less than the same basic wages and benefits.

Failure to return to work

If the employee does not return to work within in the specified time limit of leave, employment is considered terminated.

- 18.04 Parental and Adoption Leave - Unpaid leave of absence, up to a maximum of twelve (12) weeks available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this agreement apply to parental and adoption leave.
- 18.05 Jury/Witness Duty - Where an employee is absent by reason of a summons to appear for jury selection, the employee may treat the absence as paid leave.

ARTICLE 19 -EMPLOYEE BENEFITS

19.01 Medical/Dental Coverage

Health Coverage -- all employees insured though Belmont Financial plan to be continued and paid for by the Employer. Plan to be based on hours and not a monthly plan amount. ie: if employee works 160 hours then remit for 160 hours, if employee works 200 hours then remit for 200 hours.

- 19.02 R.R.S.P. – the employer agrees to pay a yearly sum on December 31 equal to 8% of the gross pay for that year, which the employee may match, for the purpose of contributing to an RRSP.

ARTICLE 20 - WAGES

- 20.01 Pay Days - The Employer shall pay wages every Wednesday in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 20.02 Equal Pay for Work of Equal Value - Employees shall receive equal pay

for work of equal value, regardless of sex.

- 20.03 Rate of Pay on Promotion or Reclassification - An employee assigned, promoted or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for the position for the time she performs the job.
- 20.04 Salary Protection- When due to workforce reduction, an employee is assigned to a classification with a maximum salary which is lower than the employee's current rate of pay, the employee's salary shall be frozen at their former rate of pay.
- 20.05 Union Education Fund - It is recognized that in addition to the rates shown in Appendix A an additional 3 cents per hour will be paid by the employer quarterly per employee to the Union Education fund.
- 20.06 Where a significant increase in responsibilities results from an expansion of assigned duties, the wages, hours of work and conditions of employment shall be discussed with the Union.
- 20.06 Mileage – Mileage will be paid at the same amount adopted by the Atlantic Canada Council of Carpenters, Millwrights and Allied workers

ARTICLE 21 - TERM OF AGREEMENT

- 21.01 This Agreement shall be binding and remain in effect from this date until April 30, 2017. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.
- 21.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as Agreement has been reached in respect of a renewal, amendment or substitution thereof, of until such time as a deadlock is declared under the Industrial Relations Act.

IN WITNESS WHEREOF the parties have signed this 18th day of September, 2014.

FOR THE UNION:

Ron Ballwith
Business Manager, IBEW 37

Walter Smith

FOR THE EMPLOYER:

John D.
Regional Manager

Walter Smith

SCHEDULE "A"

WAGES

<u>CLASSIFICATIONS</u>	MAY 1, 2014	MAY 1, 2015	MAY 1, 2016
DIRECTOR OF TRAINING & APPRENTICESHIP	\$27.49	\$28.04	\$28.60
EXECUTIVE SECRETARY	\$22.71	\$23.16	\$23.62
SENIOR SECRETARY	\$20.17	\$20.57	\$20.98
SECRETARY	\$19.47	\$19.86	\$20.26
RECEPTIONIST	\$18.09	\$18.46	\$18.83
STUDENT	\$10.73	\$10.95	\$11.16

Wages will increase by 2% on the date this agreement takes effect and will also reflect a 2% increase on May 1, 2015 and a 2% increase on May 1, 2016

NOTE: On signing of the Collective Agreement, employees shall receive retroactive pay on wages paid since May 1, 2014 at the above rates for all hours paid on regular, overtime, vacation and statutory holidays.