



## **COLLECTIVE AGREEMENT**

**between**

**The Electrical Contractors Association of New Brunswick, Inc.**

**hereinafter called "the Association"**

**62 Durelle Street, Fredericton, NB, CANADA, E3C 0G2**

**Phone: 506.452.7627**

**E-Mail: [dwe@eca.nb.ca](mailto:dwe@eca.nb.ca)**

**and**

**Local Union 37 of the International Brotherhood of Electrical Workers**

**hereinafter called "the Union"**

**138 Neill St., Fredericton, NB, CANADA, E3A 2Z6**

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**EFFECTIVE: January 31, 2014**

**EXPIRY: September 30, 2017**

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## Article 1 – Purpose

The purpose of this Agreement is to promote orderly relations between the parties and to provide a method for the prompt and just settlement of grievances. In this agreement where the male or female gender is used the reverse is also applicable.

## Article 2 – Recognition

2.01 The Association and all signatory Employers recognize the Union as the exclusive bargaining agent for all work in the Province of New Brunswick pertaining to:

- i) (a) Construction and maintenance of electrical transmission and distribution lines, substations and electrical services.  
  
(b) Tree trimming from poles or aerial devices to provide clearance from distribution lines along highways, streets, roads, etc.  
  
(c) The maintenance and construction of communication networks along highways, streets, roads, etc.
- (ii) Installation and maintenance of primary cables underground, submarine and ducted.
- (iii) Installation of street, parking and traffic lighting and associated ducts, cables, wires.
- (iv) Installation of all underground ducts, cables and associated facilities.

In the Province of New Brunswick.

2.02 The Union recognizes the Association as the exclusive bargaining agent for all Employers bound by this agreement pursuant to Accreditation Order #18-2-76 issued by the New Brunswick Industrial Relations Board on June 17, 1976.

## Article 3 – Definitions-Maintenance, Distribution and Construction

3.01 Electric power transmission line or lines means any line carrying power between a source of energy and a transformer station or between two transformer stations. Such a line is a Transmission line.

3.02 Electric power Distribution line or lines means a line intended to carry power between a transformer station to customer load (25KV or less), and which is not a transmission line.

3.03 Power Line Technician or Lineperson refers to any employee who under the general supervision of a crew lead has the required trade knowledge and physical fitness to perform, and does perform, all work in connection with the construction, maintenance and dismantling of transmission and distribution lines and substations. He or she also directs as required employees of subordinate classifications in their work and related duties.

3.04 Apprentice Power Line Technician or Apprentice Lineperson refers to an employee who is indentured into an accredited apprenticeship program which upon successful completion will be qualified as a Power Line Technician or a Lineperson.

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- 3.05 Digger Operator – Groundperson refers to an employee who operates a digger truck used in the maintenance of distribution lines and who also when not operating a digger truck performs the duties of a ground person.
- 3.06 Groundperson – Truck Driver refers to an employee who operates a line truck and who also when not operating a line truck performs the duties of a ground person
- 3.07 Groundperson refers to any employee who under the supervision of a crew lead or of a Lineperson has the required trade knowledge and physical fitness to perform, and does perform, at ground level all work in connection with the construction, dismantling or maintenance of transmission lines or transformer stations. Groundpersons shall supply one (1) pair of pliers, adjustable wrench, hammer and rule.
- 3.08 A) Mechanic / Operator means an employee who is qualified to operate at a Class C Operator level and is qualified to perform maintenance and repairs on heavy equipment in the shop and in the field.
- B) Mechanic-Welder means any employee who, under the general supervision of a crew lead repairs all mechanical or motorized equipment.
- C) Mechanic Helper means any employee who, under the general supervision of a crew lead repairs all mechanical or motorized equipment.
- 3.09 Equipment Operator A – Qualified to operate equipment with a lifting capacity of greater than 50 tons – current Pole Crew Chargehand will be moved to this classification.
- Equipment Operator B – Qualified to operate equipment with a lifting capacity of not greater than 50 tons.
- Equipment Operator C – Any employee who operates vehicles or equipment with a gross weight of 13 tons or more. (26,000 lbs.)
- Equipment Operator D – Any employee who operates vehicles or equipment with a gross weight up to 13 tons. (26,000 lbs.)
- 3.10 Watchperson refers to any employee who in connection with the construction, dismantling or maintenance of transmission lines watches over the properties of his/her employer and those of his/her client.
- 3.11 Utility Electrician means an employee who is certified and has completed apprenticeship as an Electrician.
- 3.12 Apprentice Utility Electrician one who is studying and learning the Electrician trade.
- 3.13 Utility person refers to an employee who does general labour work.
- 3.14 Traffic Control Person refers to an employee who controls and directs vehicle traffic.
- 3.15 Arborist means an employee who is certified for tree trimming from poles or aerial devices to provide clearances from distribution lines along highways, street, roads, etc.

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3.16 Apprentice Arborist refers to an employee apprenticing in Article 3.15 for a one year period.

3.17 Blaster refers to an employee who is certified and holds a valid blaster's certificate for the class applicable for the work being performed.

3.18 Communications Installer refers to an employee who is skilled and has the required trade knowledge and physical fitness to perform all work in connection with the installation and maintenance of communications networks.

3.19 Utility Tree Trimmer refers to an employee who is skilled and has the required knowledge and physical fitness to perform all work in connection with tree trimming.

#### Article 4 – Union Security

4.01 a) The Employer agrees that it shall only employ workers who are members of the Union. The Employer shall discharge within 24 hours any employee who ceases to be a member of the Union for failure to pay periodic dues, initiation fee or assessments required to retain membership in the Union.

4.02 When workers are required, they shall be selected on a ratio of 1 to 1 in any classification with the employer having the first choice of any union member, Union the second and so on.

4.03 If, after a period of 36 hours the Union cannot supply the required workers, the Employer may procure such workers elsewhere provided that such workers, before commencing work shall obtain a referral from the Union. The Employer agrees that the workers employed shall be required as a condition of employment to make application for membership to the Union within 15 days of commencement of employment.

4.04 All employees shall be required to sign an initiation and dues deduction card as a condition of employment.

4.05 Laid-off employees may return to their Employer on a 30 day recall basis and members of Local 37 will be given preference in time of layoff and recall.

4.06 All new employees shall be on probation with the Employer for a period of three (3) months.

4.07 The Union shall have the right to inspect the payroll of the Employer, four (4) times a year for the purpose of comparing the records of the Union with those of the Employer.

4.08 Working Foreman of a crew of more than ten (10) employees shall not perform work of those in the bargaining unit.

4.09 The Employer will notify the Business Manager upon hiring any new employees covered by this Agreement. The Union shall supply the Employer with names and addresses of all classifications bi-monthly.

4.10 The deduction of Union dues shall be made on or about the first day of each month, and the amounts so deducted shall be remitted to the Financial Secretary of the Union before the fifteenth day of each month.

4.11 The Union agrees not to hold responsible the Employers toward any claim pertaining to the Union dues deductions made by any employee and assumes all responsibility as to the disposal of the amount of union dues once received by the Financial Secretary.

4.12 Apprentice Power Line Technicians or Apprentice Linepersons shall not be paid lower than the rate of pay they are presently receiving either by their present employer or any other employer.

4.13 It is agreed that where employees are assigned to temporarily perform work in classifications paying a lower rate than their own, they shall be paid their regular rate. "Temporarily" means not more than 20 hours in any one pay period.

4.14 No employee shall be disciplined or discharged without just cause; subject to sub-article 4.06) above.

#### Article 5 – Apprenticeship and Training

5.01 The Association and the Union agree that every effort shall be made by both parties to acknowledge and promote employee training. All parties agree that the education of apprentices and other members shall be under the direction of the Construction Training Committee and such training will be as agreed to by the Construction Training Committee. All employees classed as apprentices shall be registered with the Post-Secondary Education, Training and Labour department of New Brunswick.

5.02 Employers agree to contribute twelve cents (\$0.12) per man-hour worked as follows:

- Two cents (\$0.02) to the Union training trust fund.
- Ten cents (\$0.10) to the Association to be administered by them.

5.03 The Association and the Union agree to constitute a Joint Construction Training Committee consisting of two (2) representatives from the Association and two (2) representatives from the Union. They will meet at a minimum once in February and once in September of each year to discuss training issues. Agreement will be by consensus. Either party can withdraw from the committee with a 90 day written notice.

#### Article 6 – Safety

6.01 All work performed by the Employer and employees shall be done in compliance with the New Brunswick Power Safety Manual and/or the Contractor's Safety Manual (whichever is most stringent). The Employer shall provide one (1) copy of same for each employee who shall sign for receipt and agree to learn, understand and comply with all of the provisions therein. The Association and Union acknowledge the obligation to comply with the Occupational Health and Safety Act of New Brunswick.

6.02 There shall be an on site weekly safety meeting of the Employer's employees to discuss safety items pertinent to the contracted job.

6.03 The Employer agrees that the Lineperson's high voltage rubber gloves will comply with and be tested in accordance with the New Brunswick Power and applicable Occupational Health and Safety Act of New Brunswick regulations.

6.04 The Employer agrees to supply safe and proper safety equipment; i.e., rubber sleeves, rubber mats, and switch sticks and appropriate hot sticks when being used. The same shall be stored in a

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proper weather tight compartment on the line trucks and not stored with other tools or equipment. Employees shall be responsible for proper care and proper use of such equipment.

6.05 All training will be supplied by the company and employees will be paid straight time for all hours spent while attending training courses.

6.06 If a serious electrical burn injury occurs on the job, then other employees who were working with the injured employee shall cease work for the remainder of the day and the said employees shall be paid for the day's wages by the Employer.

6.07 Employees working rubber glove must be properly certified in New Brunswick as a Certified Powerline Technician.

#### Article 7 – Classifications & Wages

Working Foreman will receive 15% above the Power Line Technician Classification. Crew complement will be determined on a project basis.

Crew Lead will have an additional 5% above the employees existing base rate. They will be determined and appointed by the working Foreman or Project Manager. The crew leads will be appointed when two (2) or more employees to a maximum of five (5) are working without direct supervision on a site. This also applies to pole crews.

General increases to all classifications are as follows:

- 2.5% effective on signing
- 2.5% effective September 28, 2014
- 2.5% effective October 4, 2015
- 2.5% effective October 2, 2016

CLASSIFICATION	Previous	Signing 2.5%	Sept. 28, 2014 2.5%	Oct. 4, 2015 2.5%	Oct. 2, 2016 2.5%
PLT / Line Person	36.40	37.31	38.24	39.20	40.18
Utility Electrician	36.40	37.31	38.24	39.20	40.18
Working Foreman (+15% of PLT)	41.86	42.91	43.98	45.08	42.61
1st 6 months 55% of Line Person Rate	20.02	20.52	21.03	21.56	22.10
2nd 6 months 60% of Line Person Rate	21.84	22.39	22.95	23.52	24.11
3rd 6 months 65% of Line Person Rate	23.66	24.25	24.86	25.48	26.12
4th 6 months 70% of Line Person Rate	25.48	26.12	26.77	27.44	28.13
5th 6 months 80% of Line Person Rate	29.12	29.85	30.59	31.36	32.14
6th 6 months 85% of Line Person Rate	30.94	31.37	32.51	33.32	34.15
7th 6 months 90% of Line Person Rate	32.76	33.58	34.42	35.28	36.16
8th 6 months 95% of Line Person Rate	34.58	35.44	36.33	37.24	38.17

	Previous	Signing	Sept. 28, 2014	Oct. 4, 2015	Oct. 2, 2016
Senior Pole Hand/Digger Operator-Grounds Person	28.18	28.88	29.60	30.34	31.10
Grounds Person - Truck Driver	25.77	26.41	27.07	27.75	28.44
Grounds Person	22.28	22.84	23.41	24.00	24.60
Ground Person Learner	19.90	20.40	20.91	21.43	21.97
Mechanic / Operator	34.21	35.07	35.95	36.85	37.77
Mechanic Welder	31.13	31.91	32.71	33.53	34.37
Mechanic Helper	20.90	21.42	21.96	22.51	23.07
Equipment Operator A	33.21	34.04	34.89	35.76	36.65
Equipment Operator B	30.62	31.39	32.17	32.97	33.79
Equipment Operator C	29.42	30.16	30.91	31.68	32.47
Equipment Operator D	28.00	28.70	29.42	30.16	30.91
Blaster-Compressor Operator	22.28	22.84	23.41	24.00	24.60
Mixer Operator	22.28	22.84	23.41	24.00	24.60
Instrument Person	25.45	26.09	26.74	27.41	28.10
Rod Person/Chain Person	22.28	22.84	23.41	24.00	24.60
Utility Person	17.93	18.38	18.84	19.31	19.79
Traffic Control Person	11.54	11.83	12.13	12.43	12.74
Arborist	25.73	26.37	27.03	27.71	28.40
Apprentice Arborist	17.69	18.13	18.58	19.04	19.52
Communications Installer	20.54	21.05	21.58	22.12	22.67
Utility Tree Trimmer	20.98	21.50	22.04	22.59	23.15

All regular employees working within the jurisdiction of the Union shall be classified under one of the classifications and receive pay for that classification as provided in this Agreement. The rate and conditions for any new classification within the scope of this Agreement, created or established during the life of the Agreement, shall be negotiated with the Union and within 20 days of such establishment and shall be reduced to writing and be appended and become part of this Agreement. In the event that the parties are unable to agree on such rate and condition, the matter shall be submitted to arbitration as per Article 20 and the decision of the arbitrator shall be final and binding.



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## Article 8 – Unit Based Compensation

Members working for Emera Utility Services will qualify for Unit based compensation (UBC) targeted at eight percent (8%) of average regular-time wages for employees. Determinants for UBC will include safety and productivity (gross margin), with equal weighting. In order for UBC to be paid out in any month, budgeted gross margin targets must be met for the previous month. Gross margin targets are set and communicated at the beginning of each year and are seasonally adjusted.

If budgeted gross margin targets are met; 8% of the actual total gross margin dollars are pooled for payout in the following month. 50% of this pool is paid out as a productivity incentive using the following equation:

**Incentive = (50% of incentive pool/total hours worked) \* hours worked by individuals employee.**

50% of this pool is paid out as a safety incentive using the following equation if the number of proactive incident reports in the previous month meets or exceeds the target set by management at the start of each year. Targets for proactive reporting will be based on industry standards and communicated to employees. Incentive = (50% of incentive pool/total hours worked) \* hours worked by individual employee.

## Article 9 – Hours of Work

9.01 The regular hours of work for employees shall be 10 hours per day, Monday through Thursday and five hours on Friday for a total of 45 hours per week. The hours of work shall be 7:00 a.m. to 12:00 noon; 12:30 to 5:30 p.m. Monday through Thursday and 7:00 a.m. to 12:00 noon on Friday. Such hours of work may be changed by mutual agreement between the Union and the Employer.

9.02 Clarifications - a reporting point is a location set by the Employer as close to the job site as possible. Employees are responsible to show up at the report point without compensation or transportation provided by the Employer.

9.03 The Employer is responsible to provide transportation and compensation to the employee from the report point to the jobsite and back. Any other use of company vehicles will be at the Employer's discretion.

9.04 A reporting point is the location that is mutually agreed by the Employer and employees but should be as close to the Utility's or the Municipality's regional headquarters where the work is being performed.

9.05 Rather than taking the half hour break for lunch as provided in clause 9.01 above, the employees shall have the opportunity to eat their lunch "on the fly" and the time will be paid by the Employer. In this case, the workday will end at 5:00 pm or a half hour earlier then planned. This must be mutually agreed to by both parties. All travel time from job site to job site throughout the week will be paid at regular time except in the event of 9.13 where applicable rates will apply.

9.06 Watch persons shall not work more than twelve (12) hours without a work break and such work break shall be for a period of at least twelve (12) hours.

9.07 Employees who work beyond the regular hours of work as set forth in Article 9 herein, Monday to Friday, shall be paid for all such hours up to 12:00 midnight at time and one-half (1½) the regular rate of pay as set forth in Article 7 herein.

9.08 All time worked on Saturdays and between 12:00 midnight and the start of the regular day shift shall be paid for at one and one-half (1½) times the regular rate of pay.

9.09 In the event of employees working four (4) or more hours overtime within the period from 12 midnight until 8:00 a.m., they shall not be required to report for duty until 12:30 p.m. If employees cannot be allowed the above time off at 8:00 a.m. and work until 12:00 noon, they shall be allowed four (4) hours off, but if the employees have worked sixteen (16) hours or more in the previous twenty-four (24) hour period they shall not be required to report for work until 12:30 p.m.

9.10 All hours worked after having worked twelve (12) consecutive hours will be paid at one and one-half (1½) times the regular rate. All hours worked on Sundays will be at double (2) times the regular rate.

9.11 Height pay will be paid at the rate of one and one-half (1½) times the prevailing rate for all line maintenance work on pole and tower structures when working from the ground over ninety (90) feet. Any time spent working from a helicopter will be paid at the rate of one and one-half (1½) times the regular rate.

9.12 (A) When requested by the Employer, Employees will be paid their regular rate of pay while driving company vehicles to travel between projects or from the Employer's office to and from projects.

(B) 9:12 (A) is not in effect when the employee would have otherwise driven a similar route in a travel vehicle provided by the employer. Alternatively, an employee driving a Line Truck shall be compensated at their regular rate of pay, dependent upon the total kilometres driven between the project and the drop-off point, as follows:

- Less than 60km: \$0.00
- Between 61 kms and 100 kms: 1 hour pay
- Between 101 and 200 kms: 2 hours' pay
- Greater than 200 kms: 3 hours' pay

9.13 In the event NB Power or any other utility or municipality in New Brunswick requires assistance from an Employer, double time shall be paid for all hours worked outside of normal working hours during storm trouble at NB Power or any other Utility's storm trouble, including time requested to remain on stand-by in any location. Management will inform the unionized work force when they are on stand-by and when stand-by is finished.

All hours worked on a storm response outside of New Brunswick will be at two (2) times the regular rate.

1. Employees requested to work will receive the applicable rates of pay for travel to hotel or report point.

2. The Utility will be notified that they are to provide adequate accommodations (1 person per room if available) and meals. (15.02 A will not be in effect during storm mode.) While it is recognized that 1 person per room is preferable, both parties understand it is the sole distraction of the customer(s).

3. Employees will be compensated at straight time for all hours spent in a designated accommodation until 10:00pm on the first day in the storm mode or a minimum of four hours whichever is greater.

4. Employees will be given appropriate time to eat within their sixteen (16) hour work day or any other scheduled work day.

5. The above rules are for storm mode only.

Twenty-four (24) hours after all power has been restored to customers and all immediate safety concerns have been addressed and there are no urgent situations existing, storm mode is over.

9.14 Any time spent working out of an aerial cart / spacer cart will be at two (2) times the regular rate.

9.15 A) Employees will be allowed to bank up to ninety (90) hours in lieu of overtime.

B) Upon request of the employee, their Supervisor may grant time in lieu of this unpaid overtime at a period when the workload will not be seriously affected and suitable to that employee. At the end of each calendar year, any hours in excess of forty-five (45) hours shall be paid out to the employee.

#### Article 10 – Holidays and Vacation Pay

10.01 The following are to be holidays; all hours worked on these days and Sunday will be paid for at two (2) times the regular rate:

New Years Day	Labour Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Thanksgiving Day
1 <sup>st</sup> Monday in August (NB Day)	

10.02 All employees in lieu of paid holidays and vacation pay shall receive 10 percent (10%) of their gross earnings to be paid on regular paydays and shown as such on their pay stubs.

#### Article 11 – Bereavement Leave

A) An employee who would otherwise have been scheduled to work, will receive up to five (5) days pay (40 hours total straight time pay) at their regular straight time rate of pay to bereave the death of his or her spouse, child, mother or father. Paid bereavement leave shall not extend beyond five calendar days.

B) An employee who would otherwise have been scheduled to work, will receive up to three (3) days pay (24 hours total straight time pay) at their regular straight time rate of pay to bereave the death of his or her brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Paid bereavement leave shall not extend beyond one working day following the funeral.

In the application of this Article, "spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person who qualifies as spouse under the definition of that word in Section 2 (1) of the Canadian Human Rights Benefits Regulations, as long as such a person is residing with the employee.

If an employee is bereaved while on vacation, bereavement leave days shall not be calculated as part of the vacation period. The vacation days not taken shall be rescheduled through mutual agreement between the Company and the employee. Hours paid for un-worked bereavement leave will not count toward the calculation of overtime.

#### Article 12 – Jury Duty

Any employee who otherwise would have been scheduled to work but who is required to be absent from work to serve jury duty shall be paid their daily scheduled hours at their regular rate for each day spent on jury duty, provided the following conditions are satisfied:

The employee has given at least three (3) days notice that they have been called for jury duty. The employee has furnished satisfactory proof that jury duty was performed on the days which payment is claimed.

Pay for any other un-worked hours (holiday pay, etc) where applicable, will be paid in lieu of jury duty. Jury duty pay will be limited to a maximum of forty (40) hours per week. Support for jury duty will be limited to thirty (30) days in any one (1) calendar year but may be extended in the discretion of the Company.

#### Article 13 – Special Calls

13.01 The employees who are called from their homes after their regular working day has finished shall receive a minimum of four (4) hours at the applicable overtime rate of pay for each special call. If it is necessary to work more than four (4) hours, they shall be paid at the applicable overtime rate until the start of the next regular working day.

#### Article 14 – Reporting Time

14.01 Employees who report for normal hours of work and no work is available due to inclement weather or for any other reason, the Employer shall pay the employee three (3) hours pay at the regular rates as set forth in Article 7 herein. Employees shall remain at the Employers disposal for the duration of the three (3) hours.

14.02 Employees who report for work on Saturdays, Sundays and Statutory Holidays and no work is available due to inclement weather or for any other reason, the Employer shall pay the employee four (4) hours pay at the regular rates as set forth in Article 7 herein. Employees shall remain at the Employer's disposal for the duration of the four (4) hours.

#### Article 15 – Room and Board Expenses

15.01 During the duration of the agreement, the Employer shall pay his corporate rate at no less than thirty cents (\$0.30) per kilometer for the use of the employee's personal vehicle if its use is requested by the Employer. It is understood and agreed that the use of such personal vehicle shall be on a voluntary basis, but is not to be a condition of employment.

15.02 In the event that the reporting point for work is located further than 60 kilometers from the employee's place of residence then the employee will be paid a room and board allowance of \$150.00.

It is agreed that in the absence of a properly completed TD4 form or such other document as may be required from time to time; pursuant to the relevant tax legislation the employer shall withhold tax for

the benefit payable under this Article. This form shall be provided to the employee by the employer on the date of hiring.

15.03 If employees work less than a regular day for personal reasons, then they shall receive board allowance pro-rated on the hours worked; i.e., number of hours worked divided by 10 multiplied by the rate of room and board.

15.04 The Employer agrees to pay \$11.00 in lieu of a meal to each employee requested to work by the Employer for two (2) hours after the regular day's quitting time and each additional five (5) hour period actually worked thereafter. If a hot meal is provided the above does not apply.

#### Article 16 – Tools and Equipment

16.01 The Employer shall supply to each employee (without cost to the employee) a safety hat, chin strap, a winter liner for a safety hat, safety glasses, lifelines, boom straps and rubber gloves complete with leather covers; when they are required. These items are supplied to the employees for their personal use. Employees are responsible for the security and maintenance of these items.

16.02 Linepersons and Apprentice Linepersons shall supply the following tools; lineperson's pliers, rule, hammer, screwdriver, skinning knife, ratchet and adjustable wrench.

16.03 A) Linepersons and Apprentice Linepersons shall supply all climbing and personal fall protection equipment except life lines and boom straps. If any lineperson or apprentice lineperson, when hired, do not have the personal equipment, it will be supplied by the employer and arrangements will be made for them to pay for it through payroll deductions.

B) Effective January 1, 2010 Management will provide the following additional safety equipment:

Management will pay for 100% of the replacement costs for climbing belts (including pole strap) and rain gear that have been deemed by management not to be fit for use. Management will pay for 100% of the purchase cost of climbing belts and rain gear for newly hired regular full time employees.

C) Effective January 1, 2009 the following safety equipment will be provided by management:

One (1) safety helmet replacement, two (2) pairs of coveralls annually, five (5) pairs of work gloves annually and hearing protection as reasonably required.

16.04 The trucks of each Employer which are used to transport the employees shall be equipped in such a way to shelter the employees from the elements of the weather and such compartments shall be heated.

16.05 Employees injured on the job and unable to continue their work because they are hospitalized shall be paid their regular pay for the day.

16.06 A) A boot allowance of \$300 on signing and throughout 2014 and 2015 and \$325 in 2016 and 2017 for CSA approved footwear, upon receipts being provided to the employer, for employees who work a minimum of thirty (30) weeks in that calendar year. A minimum of thirty (30) hours has to be worked in any week to qualify as an eligible week.

B) The Employer agrees to explore, with consultation from the Union, the option of supplying the boots directly, for employees who work a minimum of thirty (30) weeks in that calendar year. (A minimum of thirty (30) hours has to be worked in any one week to qualify as an eligible week.) Implementation of such a program providing for boots to be replaced annually will override 16:06 (A).

16.07 The Employer will make every effort within a reasonable time to have in stock coveralls/overalls that will suite the work performed and made available to the employees at thirty (30%) of cost. For new employees there will be a three (3) month probation period before the above implies.

#### Article 17 – Employee Benefit Plan

The parties hereto agree to participate in the established Employee Benefit Fund of IBEW Local 1928 as follows:

17.01 The Trust Document under which the fund shall be established and shall provide for equal trustees in number and power to be appointed by each of the parties hereto.

17.02 The Employer shall make contributions at the rate of \$1.95 effective January 31, 2014 for each hour worked by each employee covered by this agreement.

17.03 The Employer will contribute to a dental plan provided the cost to the employer does not exceed a maximum of seventy-three (\$0.73) cents/hour over the life of the agreement.

17.04 Copies of welfare remittance payments shall be sent to the Union on a monthly basis.

17.05 Pension benefit. The Employer shall make contributions at the rate of:

\$4.25 effective the first pay period after signing; \$4.50 effective the first pay period ending in 2015; \$4.75 effective the first pay period ending in 2016 and \$5.00 effective the first pay period ending in 2017 for each hour worked by each employee covered by this agreement into the IBEW Local 1928 Pension Plan – Plan # 057. On a voluntary basis, employees will be allowed to match their pension contributions. The decision to this will be made at the beginning of each year or when an employee is hired and not able to be changed for the balance of that year.

#### Article 18 – Union Rights

18.01 The Employer agrees to inform the union by mail of the name and title of its representative who the union shall deal with for the discussion and the settlement of any grievance pertaining to the interpretation of the Agreement, dismissal of a member, or the layoff of employees or other problems or common interest.

18.02 The Union shall inform the Employer by mail of the name of its Shop Steward appointed to represent the employees covered by this Agreement.

18.03 The Employer's representative and the Shop Steward selected by the Union shall meet once a month, if necessary, to review and to promote the bargaining relationship.

18.04 Other than one (1) crew lead, the Shop Steward shall be the first employee on the job and he/she shall retain his/her job with the Employer as long as the Employer has any union person, other than one crew lead, employed on this job under this contract in New Brunswick.

18.05 The Business Manager or his designate of the Union shall in the course of his/her duty have access to the work on which members of the Union are employed, and the Employer shall provide the Business Manager with a pass to premises where necessary. The Business Manager is to make his/her presence known to the Employer's representative on arrival on the site. The Business Manager when on the site shall abide by all safety rules issued by the Employer.

#### Article 19 – Management Rights

19.01 The Employer retains all rights to manage its operation in every respect except insofar as these rights may be restricted either expressly or by necessary implication by the terms of this Agreement.

#### Article 20 – Forbidden Practices

20.01 The Union member shall never participate during the working hours in any Union activities whatsoever, except for those provided in this Agreement pertaining to the settlement of grievances.

20.02 During the life of this Agreement, the Employer shall not declare or cause a lockout and no employee or group of employees shall declare or cause a strike, a slow down or work stoppage and shall not participate in any activities which would interfere with fellow workers in the performance of their work. However, the provisions of this Article shall not prevent the application of the law nor its established procedure when it concerns matters of grievances.

#### Article 21- Mandatory Drivers License

All employees hired after January 1, 2007 must successfully obtain a Class 3E license with Air Brakes (line trucks) by December 31, 2009. Management recognizes its duty to accommodate in the event that an employee is not able to obtain his license due to an illness or injury. Existing employees who have lost their license prior to the signing of this agreement will not lose their job because of this clause.

#### Article 22 – Apprentice Rates

Apprentices will not receive their step progression until all requirements and skills have been completed for the applicable steps. The Construction Training Committee will determine if an apprentice, through no fault of his / her own cannot receive classroom or on-the-job training. The Apprentice will not be held back in his / her rate of progression. The Apprenticeship Committee will be formed within six (6) months of ratification of this contract as per Article 5.

#### Article 23 – Payment of Wages

23.01 All employees will be paid on a weekly basis through direct deposit effective the first pay following January 31, 2014. The number of hours of work and all deductions shall be clearly indicated on a pay stub or other. Overtime hours worked are to be indicated separately.

#### Article 24 – Duration and Renewal

24.01 This agreement shall be binding on both parties from January 31, 2014 to and including September 30, 2017 and shall continue in force from year to year unless notice in writing is given not less than 30 days or more than 60 days prior to the expiration date of the agreement by either party.

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## Article 25 – Grievance Procedures

25.01 Where a difference arises between the parties hereto and any person upon whom this Agreement is binding relative to the interpretation, application or administration of this Agreement, or where allegation is made that this Agreement has been violated, the matter shall be adjusted as follows:

Step One: Within two (2) working days after the alleged grievance has arisen the employee, accompanied by the shop steward and/or Union Business Manager, may take the matter up with the Superintendent, presenting the grievance in writing. Failing any reply or satisfactory settlement within two (2) working days the employee may proceed with Step Two.

Step Two: Within two (2) working days from the expiration of the two (2) day period referred to in Step one, the employee accompanied by the shop steward and/or Union Business Manager may take the matter up with the Employer's designated representative for New Brunswick.

Failing any reply or unsatisfactory answer within a two (2) day period, the matter may be referred to arbitration for settlement or the Union Business Manager may take the matter up with higher authority.

In determining the time within which any step except arbitration is to be taken under the foregoing provisions of this Article, Saturdays, Sundays, and the recognized statutory holidays shall be excluded.

Any and all time limit fixed by this Article may be extended by mutual written agreement between the Association and the Union.

## 26 - Arbitration Procedures:

1. The Union and Employer will agree and name an arbitrator whose term shall be for the length of this Agreement.
2. If the Union wishes to refer the matter in dispute to an arbitrator, it shall within four (4) days, give to the Employer concerned written notice of its intention to arbitrate. The Employer concerned shall, within five (5) working days of receipt of such notice, advise the Union if it accepts the Union nominee.
3. If the parties fail to appoint an arbitrator within the time limit, the appointment shall be made by the Labour Board of New Brunswick, upon application of either party.
4. The arbitrator shall hear the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
5. The parties hereto will jointly bear the expense of the arbitrator.
6. The proceedings of the arbitrator will be expedited by the parties hereto.
7. The sole function of the Arbitrator shall be to interpret the meaning of the Articles of this Agreement and render a decision. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.
8. No person shall be appointed as Arbitrator who has previously been involved in an attempt to settle the grievance.



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ARTICLE 27 – Union and Association Funds:

27.01 During the term of this Agreement, the Employer shall before the fifteenth (15<sup>th</sup>) day of each and every month during the said term, remit to the Business Manager a list showing total employee hours worked during the previous calendar month by each of the members of the Union in its employ, together with a cheque in the amount found by multiplying the hours worked by,

Effective first pay period after January 31, 2014:	\$7.05
Effective first pay period ending in 2015:	\$7.30
Effective first pay period ending in 2016:	\$7.55
Effective first pay period ending in 2017:	\$7.80

The list shall be mailed simultaneously to the ECANB, 62 Durelle Street, Fredericton, NB, E3C 0G2.

27.02 The Business Manager and the Union shall be solely responsible for the administration of the funds in accordance with article 27.01.

27.03 The Business Manager shall forward to the Association by the thirtieth (30<sup>th</sup>) day of each and every month during the term of this Agreement, an amount equal to the total man hours worked by all members of the Union, employed by the Employers to that date, as shown on the Employer's remittance sheets multiplied by ten cents (\$0.10).

Signed in the Province of New Brunswick, this January 31, 2014

For the Electrical Contractors Association  
of New Brunswick, Inc.

For IBEW Local 37

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David W. Ellis  
Executive Director

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Ross Galbraith  
Business Manager

Witness

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Judy Monteith  
Executive Assistant

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Gordon Simpson  
Chief Shop Steward

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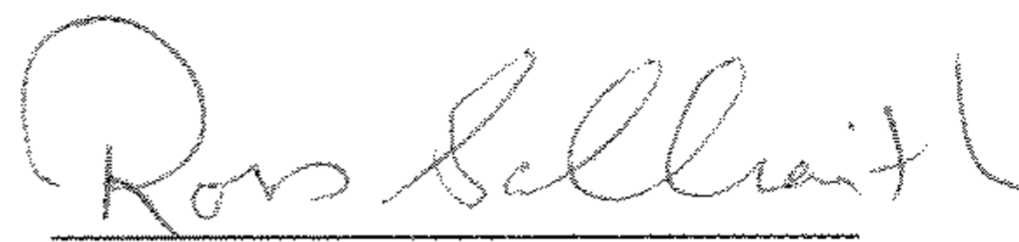
Signed in the Province of New Brunswick, this **January 31, 2014**

For the Electrical Contractors Association  
of New Brunswick, Inc.

For IBEW Local 37

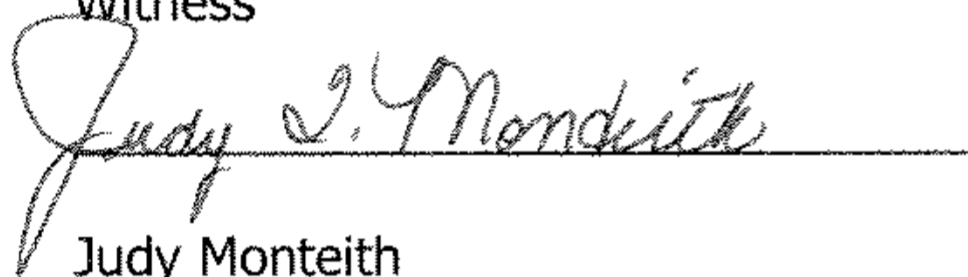


David W. Ellis  
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Witness



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