

COLLECTIVE AGREEMENT

Between

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 424

And

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 1007



Duration: January 1, 2018 to December 31, 2019

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MEMORANDUM OF AGREEMENT made this 6th day of June A.D. 2018

BY AND BETWEEN:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 424
(Hereinafter called the "Employer")

of the First Part

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1007
(Hereinafter called the "Union")

of the Second Part

WHEREAS: The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the Employees covered by the terms of this Agreement and in providing methods for a fair and amicable adjustment of disputes which might arise between them.

The Union and the Employer mutually agree as follows:

Notes:

1. An Asterisk (*) designates a clause that existed in the previous agreement which has been reworded. Any new words which have been added appear in "*Italics*".
2. A double Asterisk (**) designates a new clause and / or new article.
3. Numbering changes and minor housekeeping changes that do not impact the meaning are not noted.

PREAMBLE TO AGREEMENT

In the spirit of partnership, the parties shall endeavor to create and maintain a positive and harmonious workplace. The parties are committed to frequent and open communication, joint problem solving and resolving disputes promptly and effectively. The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific collective agreement language.

ARTICLE ONE – RECOGNITION

1.0 The Employer recognizes the Union as the sole bargaining authority for all Employees in its office within the jurisdiction of the International Brotherhood of Electrical Workers and within the classifications of Office and Clerical Workers and Information Technologist. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer or representative of the Employer.

ARTICLE TWO – UNION DUES

- 2.1 The Employer agrees that all Employees, whether part time or full time, excluding casual or temporary shall maintain Union membership as a condition of employment. Employees who are retained beyond ninety (90) days’ employment shall become members of the Union. The Employer agrees to remit a permit fee of twenty-five dollars (\$25.00) per month for any casual or temporary Employee.
- 2.2 The Employer agrees, upon written authorization from the Employee, to deduct Union dues, initiation fee, and/or assessments once each month and to transfer such monies to the Union by the 15th of the following month, together with a list of the Employees from whom such deductions are made, the hours worked and the wage rates.

ARTICLE THREE – THE RIGHTS OF THE EMPLOYER

- 3.1 The Union recognizes the rights of the Employer to hire, to promote, to delegate duties, to discipline or discharge an Employee for just cause, and to create policy subject to the provisions of this Agreement.
- 3.2 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in a discriminatory manner. These rights shall not be used in a manner which would deprive any present Employees of his/her employment, except through just cause.

ARTICLE FOUR – DEFINITION OF EMPLOYEES

- 4.1 A regular Employee is any person employed on a full-time permanent basis and who has completed the probationary period of ninety (90) days.
- 4.2 A casual Employee is any person employed for up to four (4) days per week. Casuals may work more than two (2) days per week when providing coverage for vacation, sick leave and training.

- 4.3 A temporary Employee is one hired by the Employer as a replacement into a specific job and hired for a specific period of time. Should continuous employment exceed three (3) months, the Employee will be considered a regular Employee and will have rights under this Agreement and seniority will date back to the original date of employment.
- 4.4 Casual Employees shall be those Employees hired for extra or relief work on a call-in basis only and will be guaranteed not less than one-half (1/2) of a regular day's work with a minimum of four (4) hours on each day which they are employed.
- 4.5 All new Employees, except temporary or casual Employees, will be considered probationary for the first ninety (90) days of employment. After ninety (90) days employment, an Employee will become permanent. A temporary Employee transferred to a regular status will not be required to serve a further probationary period. New Employees, who, for any reason, do not meet the requirements of the job during the probationary period, shall be terminated.
- 4.6 Each Employee will be provided with a copy of their duties within thirty (30) days of the signing of this collective agreement or within five (5) days of the commencement of their employment, whichever event shall later occur. Any amendments to this Article shall be negotiated between the parties to this Agreement. Employees shall be advised at the same time they receive instructions as to the policies and procedures of the Employer.
- 4.7 The Employer has the right to perform Employee evaluations on an ongoing basis. It is understood that the intent of these evaluations is to increase efficiency within the Employer's place of business.

When an evaluation of the Employee's performance is made, the Employee concerned shall be given the opportunity to review and sign the evaluation form upon its completion to indicate that its contents have been read. The Employee shall have the right to place his/her own comments on the form or to append his/her comments of the form. Refusal to sign shall be signified on the performance evaluation form and the absence of the Employee's signature will not render the appraisal invalid. The Employee will be given an exact copy of the form for his/her own record upon written request.

ARTICLE FIVE – UNION REPRESENTATION

- 5.1 The Employer shall recognize the Business Manager and Assistant Business Manager(s) as the sole and exclusive representative(s) of all Employees within the bargaining unit, as defined in Article 1.0 of this

Agreement.

- 5.2 The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting this Agreement or its administration. The Union will obtain authorizations from the Employer as to appropriate time for such contact before meeting the Employees.
- 5.3 The Employer shall recognize the Shop Steward(s) as selected by the Union for the purpose of general Union business. If an Employee is required to attend a meeting with a representative of the Employer another Employee may attend the meeting should the shop steward be unavailable.
- 5.4 The Shop Steward(s) may, within reason confer with the Business Manager and Assistant Business Manager(s) of IBEW Local 1007 during working hours without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.
- 5.5 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participating in or for legitimate action on behalf of the Union or for the exercise of rights provided by the Agreement.

ARTICLE SIX – HOURS OF WORK

- 6.1 Regular work hours for a two-week period shall not exceed seventy (70) hours. A regular day shall be between the hours of 8:00 am and 4:30 pm and shall not exceed eight (8) hours
- 6.2 Employees shall have one day off in every two- week period, the day off to be decided by the Employer
- 6.3 Two (2) relief periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon, shall be allowed.

ARTICLE S E V E N – OVERTIME

- 7.1 All time worked in excess of the regularly established day, as approved by the Employer, shall be considered as overtime and paid for at the rate of double (2x) time. Saturdays, Sundays and Statutory Holidays shall be paid at double (2x) time for the time worked.
- 7.2 All Employees required to work overtime in excess of two (2) hours shall be allowed a lunch period of one-half (1/2) hour duration at the

overtime rate of pay.

- 7.3 Employees who are called back to work during vacations shall receive a minimum of four (4) hours pay at the overtime rates, provided the Employee reports for such work.
- 7.4 The Employer will be responsible for an Employees transportation home after 8:00 P.M. in the event of overtime scheduled after working hours, provided the Employee does not have *his*/her* own personal transportation

ARTICLE EIGHT – STATUTORY HOLIDAYS

- 8.1 The Employer agrees to provide regular Employees and regular part-time Employees with the following Statutory Holidays, without loss of pay:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	

And all other public Holidays proclaimed by the Federal, Provincial or Civic Governments, provided the Employee works the scheduled working days preceding and following the Statutory Holiday. If an Employee is absent due to illness on the days preceding or following a Statutory Holiday, she/he shall be deemed to have worked on such days, providing satisfactory proof is presented.

- 8.2 In the event that any of the holidays enumerated in Article 8.1 occur during the period of an Employees vacation, an additional day’s vacation with pay shall be allowed for each holiday so occurring.

***ARTICLE NINE – ANNUAL VACATIONS**

- 9.1 Employees shall have until March 31 to indicate their preferred vacation choice for the period from May 01 to December 31. Any Employee who fails to indicate a choice by March 31 will have waived whatever right he may have had to choose his/her vacation leave period. Between April 01 and April 15, the vacation leave schedule for all Employees shall be posted. Seniority will prevail in the preparation of this schedule.

Seniority for second choice of vacation leave shall not apply until each Employee on such schedule has indicated his/her first choice
All requests to use vacation leave between January 01 and April 30 will

be granted subject to the Company's operational requirements and shall not affect an Employee's ability to exercise his/her first choice for the period from May 01 to December 31.

9.2 There shall be no cash payout of vacation credits except as mutually agreed between the Company and the Employee.

9.3 Annual Vacation Leave shall be advanced to permanent and probationary Employees in full on the first (1st) of January each year and such Employees shall be allowed to schedule this leave, subject to the terms of this Agreement. A new Employee shall receive an annual vacation leave entitlement advance as of his/her date of hire in accordance with Article 9.4.

9.4 A full-time permanent or probationary Employee shall be entitled to Annual Vacation Leave on the following basis:

The Annual Vacation Leave for an Employee's first year with the Company shall be a pro-rated amount based on the Employee's start date, to the end of December of the calendar year in which the Employee was hired.

An Employee's First Vacation Anniversary shall be the January 1st that follows the Employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January 1st each year.

An Employee with less than six (6) years' service shall be entitled to three (3) weeks annual vacation with pay.

After six (6) continuous years' service an Employee shall be entitled to four (4) weeks annual vacation with pay.

After ten (10) continuous years' service an Employee shall be entitled to five (5) weeks annual vacation with pay.

9.5 An Employee may be allowed to take vacation leave to the maximum of his/her vacation leave entitlement. During the vacation year in which the Employee is eligible for increased vacation entitlement and thereafter, they shall be credited with such increased entitlement on January 1st of that year.

9.6 Only a permanent Employee will be permitted to carry over vacation to the next vacation year, and only if such Employee is unable to take vacation to which he/*she* is entitled in any vacation year because of sickness and/or accident, he/*she* shall carry over his/her entitlement to the following vacation year or succeeding vacation year.

9.7 If a recognized Statutory Holiday occurs within an eligible Employee's

vacation, that day will be coded as a Statutory Holiday.

9.8 An Employee who has been absent from work without pay for more than one (1) complete pay period shall have his/her annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.

9.9 Permanent Employees in receipt of Long Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of Long Term Disability benefits until the Employee returns to work for the Company in any form of remunerated employment.

9.10 If an Employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his/her annual vacation, such whole period shall not be included in the Employee's annual vacation entitlement, but shall be charged to the Employee's sick time plan, subject to the agreement of the Company.

NOTE: Such evidence must indicate the nature of the incapacitation and why and how such incapacitation would require confinement.

9.11 A permanent or probationary Employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions in this Agreement.

9.12 a) If, on the date of termination, the Employee has used more than their pro-rata ratio of vacation leave for that point in time in the calendar year, the Employee shall reimburse the Company for any used portion of the annual vacation leave in excess of the Employee's pro-rata ratio of vacation leave entitlement.

b) If, on the date of termination, the Employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the Employee for their unused pro-rata ratio of vacation leave entitlement.

c) The payout or reimbursement of vacation credits shall be based on the Employee's regular rate of pay for the class of the job to which the Employee is permanently appointed or serving a trial term thereof.

d) In the case of death, payment of unused vacation shall be made to the Employee's estate.

ARTICLE TEN – EMPLOYER CONTRIBUTIONS – INSURANCE AND PENSIONS

- 10.1 Employer contributions to the “Electrical Industry Insurance Benefit Trust Fund of Alberta” shall be made the same as negotiated between Local Union 424, International Brotherhood of Electrical Workers and the Electrical Contractors Association of Alberta Construction Agreement. Such contributions are to be made at the rate specified in article 19 or as provided for under the Insurance Benefit Trust Fund of Alberta.
- 10.2 Employer contributions to the Registered Retirement Savings Plan shall be as outlined in Article Nineteen. Such contributions are to be made for each hour worked. Should Employees reach their maximum pension contribution prior to the end of the taxation year; a discussion with the Employee will take place to see where the contributions should be directed prior to being paid out to the employ.
- 10.3 The Employer agrees to pay RRSP contributions for sick days, as per Article 19.2 of the current collective agreement, however the Employee may be asked to produce a doctor’s note or proof of illness.
- 10.4 Employer contributions shall be at the single rate or the family rate in the case of a married Employee or an Employee with dependents as contemplated under the Income Tax Act, to the Alberta Health Care Insurance Plan.

***ARTICLE ELEVEN – SICK LEAVE AND LEAVE OF ABSENCE**

- 11.1 There will be a maximum of nine (9) sick days per year (Dec. 1st-Dec. 1st).

Sick time is only to be used when the Employee is sick. Exploitation of sick leave benefits by fabrication, forgery or misrepresentation may be subject to immediate disciplinary action. Should the Employee or the Union be of the opinion that the discipline is unjust; the discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

In addition to the above sick leave, each Employee is entitled to *four (4)* paid personal days per calendar year with pre-approval from the Employer where possible. When pre-approval is not possible, the use of this benefit will be based on the operational requirements of the Employer and shall be at the Employers’ sole discretion.

Neither sick days nor personal days shall be carried over from one calendar year to the next.

11.2 Maternity and Parental Leave

- a) Upon completion of one (1) years' service, Employees shall be entitled to fifteen (15) weeks of maternity leave and thirty-seven (37) weeks paternity leave without pay. Maternity leave is eligible to be paid pursuant to the applicable Employment Insurance regulations. The Employee may use sick leave for medical reasons arising from the pregnancy.
- b) An Employee wishing to take maternity leave shall notify the Employer in writing at least four (4) weeks in advance of the commencement date, and indicate the proposed length of the leave.
- c) An Employee wishing to take paternity leave shall notify the Employer in writing at least four (4) weeks in advance of the commencement date, and indicate the proposed length of the leave. Paternity leave may be taken by either parent, or by both parents provided the combined leave does not exceed thirty-seven (37) weeks.
- d) An Employee returning from the above referenced leaves shall be reinstated with the same wages and benefits in the position they occupied when the leave commenced. Seniority will be retained but not accumulated.
- e) All Employees are required to notify the Employer fourteen (14) days in advance of their intent to return to work

11.3 Any Employee may apply for and where possible, receive up to six (6) months leave of absence, without pay, for reasons other than sick leave. Seniority will be retained but not accumulated. Permission for such leave must be obtained from the Employer, in writing and may not be unduly withheld by the Employer.

11.4 Local Union Stewards may investigate grievances or attend to other business of the Union pertaining to affairs of the Employer during working hours, for a reasonable length of time, provided that arrangements have been made with the Employer. All time granted accordingly shall be paid for by the Employer.

- a) When requested by the Union, one Employee representative shall attend negotiation meetings with the Employer. All time requested for this purpose shall be borne by the Employer. Overtime shall not be paid.

11.5 Employees shall be allowed furlough with pay including necessary traveling time when elected or appointed to attend a Labour function as a representative of the Union. All time granted for this purpose shall be billed to the Union.

11.6* In cases of death in the immediate family, an Employee shall be granted leave of absence of up to five (5) consecutive days with pay. In cases where traveling time is necessary for out-of-town funerals, additional time shall be allowed in accordance with the distance to be traveled up to two (2) weeks without pay. Such leave of absence shall not be charged against sick leave. For this purpose, immediate family shall be defined as; Spouse, Grandparents, Parents or Foster Parents, Parents of Spouse, Brother, Sister, Child, Foster Child and Grandchildren, Brother or Sister-in-law, Son or Daughter-in-law.

Where an Employee requests bereavement leave and identifies a common-law- relationship and the supervisor is satisfied that one exists, the leave shall be granted in accordance with the foregoing. A common-law relationship shall be in existence for at least twelve (12) consecutive months in order to be considered.

Leave with pay not to exceed one-half (1/2) day shall be granted to attend funeral services only of any persons related more distantly than those listed above.

11.7 An Employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Court may provide. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such. Leave of absence to attend Unemployment Insurance Commission Board meetings will be limited to two (2) days per month, unless by mutual agreement this time limit may be extended.

ARTICLE TWELVE – SENIORITY

12.1 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

12.2 An Employee shall lose all seniority rights for any one or more of the following reasons:

- a) voluntary resignation
- b) discharge for just cause; and
- c) failure to return to work within ten (10) working days after being called, by Registered Mail, unless due to actual illness, vacation or accident. The Employer may require substantiating proof of illness or accident.

12.3 Employees, retained on staff following the probationary period will have seniority credited to date of hiring.

12.4 An Employee laid off and placed on the recall list for 6 months will retain but will not accumulate seniority during the period of lay-off.

***ARTICLE THIRTEEN – HIRING, LAY-OFF AND RECALL**

13.1 The Employer shall fill job vacancies from within the office before hiring new Employees, providing Employees with the necessary qualifications are available and consent to accept the vacant position. All vacancies shall be offered to Employees prior to a new hire.

Where necessary, new staff members shall be hired to fill vacancies and a redistribution of duties shall be made at a later date, provided staff are qualified for the position and qualified staff are available to fill the vacated position.

13.2 When a new position is required, the Employer will discuss and review the duties with the Union and establish a pay rate agreed to by the Union.

13.3 If the permanent staff is to be reduced, the Employer will notify the Union at the earliest possible opportunity but no later than least two (2) weeks in advance of any such action. If a reduction in the daily hours of work is to be contemplated the same shall apply. Those Employees last hired shall be the first Employees released for the purposes of layoff, provided those remaining are qualified and capable to perform the duties of the remaining jobs.

13.4 The Employer must give written termination notice of at least:

Length of service	Notice Period or Pay in Lieu of Notice
more than 3 months, but less than 2 years	one (1) week

2 years or more, but less than 4 years	two (2) weeks
4 years or more, but less than 6 years	four (4) weeks
6 years or more, but less than 8 years	five (5) weeks
8 years or more, but less than 10 years	six (6) weeks
10 years or more	eight (8) weeks

The Employer may provide termination pay for the appropriate period or a combination of termination notice and termination pay. Some Employees may also be entitled to a greater notice period by the courts than the minimum standards legislated by the Code.

With respect to the pro rating of severance pay for fractions of a year, it is agreed that payment will be pro-rated as follows:

An Employee entitled to severance pay will be paid one (1) week at the current rate for each year of service plus one-twelfth (1/12) of the weekly salary for each additional month of service or major fraction thereof, based upon the number of working days from the first of the month until the last day worked.

- 13.5 Any regular full-time or part-time Employee who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months. Such Employee is responsible to keep the Employer advised of address or any change thereof.
- 13.6 Employees on the recall list shall have first rights to any vacancy in their former position or to a similar position for which the Employee is qualified and the Employer will not hire or promote to such a position while an eligible Employee is on the recall list.
- 13.7 Employees recalled to their former positions or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.

ARTICLE FOURTEEN – DISCHARGE AND TERMINATION

- 14.1 It is hereby agreed that the Employer has the right to discharge for just cause. The Employer will inform the Union of the reasons for such discharge at the time of discharge.

Any Employee desiring to terminate his/her employment will give the Employer two (2) weeks' notice in order to find a suitable replacement.

- 14.2 If, upon joint investigation by the Union and the Employer or by decision of the Board of Arbitration or Single Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be subject to the award of said arbitration. The award of the arbitration shall be final and binding on both parties.

***ARTICLE FIFTEEN – WAGES**

- 15.1 Employees shall be classified in accordance with the skills used and shall be paid not less than minimum weekly or hourly wage rate for such classification in accordance with Article Nineteen (19).
- 15.2 Any position not covered by Article Nineteen (19), or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Union and the Employer. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question or in re-classifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration machinery of this Agreement.
- 15.3 Employees shall be paid bi-weekly, by direct deposit. If a payday falls on a Statutory Holiday or on a non-working day, payday shall be advanced to the day before the holiday or the last working day.
- 15.4 Any Employee hired, who reports for work and is not put to work, shall be guaranteed not less than one-half (1/2) of a regular day's work, with a minimum of four (4) hours.

***ARTICLE SIXTEEN – GENERAL**

- 16.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 16.2 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of his/her duties to recognize a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.
- 16.3 The Employer shall provide suitable lunchroom facilities for the Employees with facilities for the storage of perishables and a way to heat food.

- 16.4 The Employer shall forward to IBEW 1007, the name, classification, pay group & step, of all Employees performing bargaining unit work, in January of each year, or when there is a change in status.
- 16.5 Since both the Union and the Employer agree on the importance of continuing education, the Employer agrees to pay, upon successful completion, for relevant courses requested by Employees provided those Employees have obtained the prior written approval of the Business Manager. The relevancy of the course(s) will be decided by the Business Manager and the Business Manager alone.

In order for management to conduct business using modern or current technologies, management has the authority to request staff to take training in common or necessary programs in order to continue doing their job function effectively.

- 16.6 Upon successful completion of a course previously approved, the Employer shall reimburse the Employee for 100% of the tuition fees and textbooks.
- 16.7 Unless mutually agreed upon by the Union and the Employer, staff meetings will be held on a quarterly basis.
- 16.8 Temporary Change of duty:

On each occasion an Employee is appointed to relieve the office manager for four (4) hours or more, they shall be paid 110% of their regular rate of pay for the whole of the relief period

- 16.9 Notice Board Space:

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to Employees, for the purpose of posting notices of forthcoming events.

***ARTICLE SEVENTEEN – GRIEVANCE PROCEDURE**

- 17.1 A grievance shall be defined as a dispute between the Employer and an Employee concerning the interpretation, application, operation or any alleged violation of the Agreement as it arises between the Employer and the Union, or between an Employee or Employees bound by the Collective Agreement and the Employer.

If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and shall be processed in the same manner as an individual grievance.

A group grievance shall list all Employees affected by the grievance.

A 'Policy Grievance' is a disagreement between the parties concerning the interpretation or the application of the Collective Agreement.

STEP I - The Union Steward along with the individual Employee shall take up the matter with the Office Manager, and/or designate within five (5) working days (excluding weekends and paid holidays) of knowledge of the alleged difference.

If the grievance has not been satisfactorily resolved at Step I, the difference shall be reduced to writing by the Union and forwarded to the Office Manager to proceed to Step 2. Notice of Intent must be given in writing within five (5) working days of the decision rendered in Step 1, excluding weekends and paid holidays, by either party.

STEP II - An official Union Representative shall take up the grievance with the Office Manager and/or designate. The Office Manager or designate shall reply to the Union in writing within five (5) working days of the grievance meeting.

The grievance meeting at Step 2 must be held at a mutually agreeable time and place within ten (10) working days, excluding weekends and paid holidays, following written notification.

STEP III- If the grievance is not resolved under STEP II, it shall be referred to a mutually acceptable ombudsperson/arbitrator whose decision shall be final and binding on both parties. Notice to forward the grievance to STEP II must be given in writing within five (5) working days, excluding weekends and paid holidays, of the decision rendered in STEP II. The hearing by the ombudsperson/arbitrator must be held at a mutually agreed time and place within a timely manner following written notification.

For any grievance regarding the termination or suspension of Employees, Steps I and II shall be combined. (i.e. Go directly to Step I)

All correspondence within this procedure shall be transmitted by mail, e-mail or delivered by hand.

In any of the above steps should either Party fail to adhere to the time limits, they will be considered to have advanced the grievance to the next level of the Grievance Procedure.

In the event that the Employee wins a grievance under this Article the redress agreed to during the grievance procedure will be instituted as soon as possible.

The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union.

- 17.2 An arbitrator, to whom any grievance may be submitted, in accordance with this article, shall have the jurisdiction to interpret and apply the provisions of the Agreement, insofar as it shall be necessary to the determination of such grievance, but shall not have the jurisdiction or

authority to alter, amend or change the terms of the Collective Agreement The decision of the arbitrator shall be final and binding on both parties.

***ARTICLE EIGHTEEN - DURATION, TERMINATION AND AMENDMENTS**

18.1 This Agreement shall be in full force and effect as the *6th Day of June 2018* and continue in full force and affect through to the *31st day of December, 2019*.

It shall continue in full force and affect beyond the expiration date from year to year thereafter unless notification of desire to amend the agreement is given.

18.2 Either Party wishing to amend or terminate this Agreement shall give notice, in writing, of such desire to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the anniversary date of this Agreement, however changes can be made at any time by mutual consent.

18.3 If notice to negotiate, following any notice to terminate, has been given by either Party prior to the date of such termination or if notice to amend has been given by either Party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date or the said termination date, until fourteen (14) days after the date upon which a vote is held under the provisions of the Labour Relations Act on the acceptance or rejection of an award of a Conciliation Board.

***ARTICLE NINETEEN -WAGE SCHEDULES AND CLASSIFICATIONS**

19.1 * Wage Scale for Office and Clerical Workers:

Effective Date of Ratification (*0% wage increase*)

Length of Service in Months	Wage	Health & Welfare	RRSP	Total
1-6	22.63	2.00	5.48	30.11
7-12	24.39	2.00	5.48	31.87
13-24	26.54	2.00	5.48	34.02
25-36	28.24	2.00	5.48	35.72
37-48	30.44	2.00	5.48	37.92

Employees may be hired at any step of the wage schedule and would progress through the schedule per Article 19.

- 19.2 RRSP contributions shall be paid for each hour worked. The contribution is based on eighteen percent (18%) of the highest position rate within Article 19.1. The Health & Welfare contributions shall be for 140 hours per month at the rates set by Employee Benefits Funds Administration, EBFA.
- 19.3 Employees with five (5) years of seniority, and up to ten (10) years, shall be paid a seniority differential of twenty-five cents (\$.25) per hour. (Effective on the anniversary date).
- 19.4 Employees with ten (10) years of seniority and up to fifteen (15) years shall be paid a seniority differential of fifty cents (\$.50) per hour. (Effective on the anniversary date).
- 19.5 Employees with fifteen (15) years of seniority shall be paid a seniority differential of seventy-five (\$.75) per hour. (Effective on the anniversary date).

19.6 Wage Scale for Information Technologist

Effective Date of Ratification (0% wage increase)

Wage	Health & Welfare	RRSP	Total
35.00	2.00	5.48	42.48

- 19.7 The Information Technologist position will work a forty (40) hour work week.
- 19.8 RRSP contributions for the Information Technologist shall be paid for each hour worked. The contribution is based on eighteen percent (18%) of the position rate within Article 19.1. The Health & Welfare contributions shall be for 140 hours per month at the rates set by Employee Benefits Funds Administration (EBFA).

ARTICLE TWENTY – JOB SECURITY

- 20.1 Without restricting the right to determine the methods by which services are to be provided, the Company agrees that, during the term of this Agreement, no permanent Employee shall be laid off as a direct result of the Company contracting out the work performed by such permanent Employee.
- 20.2 No permanent Employee shall be denied the right to work overtime due to contracting out bargaining unit work unless mutually agreed upon by the parties
- 20.3 No Person whose jobs (paid or unpaid) are not in the bargaining unit shall work on any jobs which are in the bargaining unit except in cases mutually agreed upon by the parties.

LETTER OF UNDERSTANDING #1

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 424 (the Employer)**

- And -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1007 (the Union)**

NORTHERN ALLOWANCE

A northern allowance of \$350.00 bi-weekly shall be paid to employees in Fort McMurray with an annual review.

John White
Business Manager
IBEW Local 424

Roberta Hykawy
Assistant Business Manager
IBEW Local 1007

LETTER OF UNDERSTANDING #2

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 424 (the Employer)**

- And -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1007 (the Union)**

***FITNESS, HEALTH AND WELLNESS**

Employees, upon production of receipts, shall be reimbursed to a yearly maximum of \$500.00 (*five hundred dollars*) per calendar year (January 1st to December 31st). There shall be no carry over from year to year and only purchases which are pre-approved by the Office Manager as described below will be reimbursed:

- Fitness centre membership (drop in, monthly, annual fees)
- Sports league membership fees (racquet ball, soccer, hockey, golf)
- Instructed fitness classes (i.e. Personal trainer)
- Wellness related programs (stress management, nutrition counseling, and smoking cessation)
- Weight management program fees (Weight Watchers, Jenny Craig)
- Alternative healing treatments or therapies (i.e. hydrotherapy, Reiki, etc)
- Physical activity fees (i.e. green fees, ski pass)
- Treadmill, elliptical trainer, stationary bike, gym machines, resistance and weight training equipment shall be approved.

Other Items may be brought forward to the Office Manager for research and discussions with a union representative.

A decision by the Business Manager will be made based on the discussed recommendations. This decision is final.

Employees who use VDT's may also use the Wellness account for one eye exam other than those provided for in the Electrical Industry Insurance Benefit Trust Fund of Alberta.

John White
Business Manager
IBEW Local 424

Roberta Hykawy
Assistant Business Manager
IBEW Local 1007

LETTER OF UNDERSTANDING #3

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION
424 (the Employer)**

- And -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION
1007 (the Union)**

The intent of this letter of understanding is to acknowledge and facilitate the ability of the Employer to fulfill its right to manage its business through the immediate hiring and use of part time employees.

The parties hereby agree to the use of part time Employees when required by the Employer under the following terms and conditions:

1. Minimum basic hourly wage shall be at the entry level rate as per the wage schedule in Article 19.1 and shall include the RRSP contribution.
2. Benefits shall be contributed by the Employer based on the minimum allowable rate as per the Trust Fund requirements (currently 140 hours per month).
3. Vacation time will be earned on a pro-rated basis.
4. General holiday pay shall be as per Alberta Employment Standards.
5. Northern Living Allowance will be paid on a pro-rated basis if applicable.
6. Part time Employees will not qualify for any other wages or benefits outlined in the agreement or other than those described above.

It is further understood that the use of part time Employees will not be used to eliminate any existing full-time positions.

John White
Business Manager
IBEW Local 424

Roberta Hykawy
Assistant Business Manager
IBEW Local 1007

LETTER OF UNDERSTANDING #4

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 424 (the Employer)**

- And -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1007 (the Union)**

HOURS OF WORK

Effective upon ratification of this agreement any employees covered under the scope of this collective agreement may request to have their hours altered to the following:

Monday to Thursday 8:00 a.m. to 4:30 p.m. and Friday 8:00 a.m. to 3:30 p.m.

This would be defined as a 39-hour work week and overtime rates would apply to those hours worked beyond the above.

Requests can be made by email to the Office Manager and once approved in writing the employee is agreeing to stay on that schedule for a minimum one-year period.

John White
Business Manager
IBEW Local 424

Roberta Hykawy
Assistant Business Manager
IBEW Local 1007

COLLECTIVE AGREEMENT

Between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 424 (the Employer)**

- And -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1007 (the Union)**



Signed this _____ day of _____ A.D. 2018

John White
Business Manager
IBEW Local 424

Roberta Hykawy
Assistant Business Manager
IBEW Local 1007

Fred Babiak
IBEW Local 424

Mike Boyd
IBEW Local 1007

Mike Reinhart
IBEW Local 424

Dave Duggan
IBEW Local 1007

Cathy Hoiss
IBEW Local 424

Witness