

# COLLECTIVE AGREEMENT

Between

The Trustees

of the  
The Electrical Industry Education Trust Fund  
of Alberta



-and-

Local Union 1007  
International Brotherhood of Electrical Workers



*January 1, 2020 - December 31, 2022*

## TABLE OF CONTENTS

Article 1	Recognition .....	3
Article 2	Union Dues .....	3
Article 3	The Rights Of The Employer .....	4
Article 4	Definition Of Employees .....	4
Article 5	Union Representation .....	4
Article 6	Hours Of Work .....	5
Article 7	Overtime .....	5
Article 8	Statutory Holidays .....	6
Article 9	Vacations & Personal Leave Day .....	6
Article 10	Employer Contributions - Insurance And Pensions .....	7
Article 11	Sick Leave And Leave Of Absence .....	8
Article 12	Seniority .....	10
Article 13	Promotion, Lay-Off And Recall .....	11
Article 14	Discharge And Termination .....	12
Article 15	Wages .....	12
Article 16	General .....	13
Article 17	Grievance Procedure .....	13
Article 18	Technological And Procedural Changes .....	14
Article 19	Duration, Termination And Amendments .....	14
Article 20	Wage Schedules And Classifications .....	14

*\*\*Note: all new language will appear in italics\*\**

## **MEMORANDUM OF AGREEMENT made this TBD day of TBD**

### **BY AND BETWEEN:**

THE TRUSTEES OF THE ELECTRICAL INDUSTRY EDUCATION TRUST FUND OF ALBERTA, hereinafter referred to as the “**EMPLOYER**”

### **AND:**

LOCAL UNION 1007, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the “**UNION**”

### **WHEREAS:**

The Employer and the Union desire to co-operate 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.

### **NOW THEREFORE:**

The Union and the Employer mutually agree as follows:

### **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole bargaining authority for clerical and administrative Employees in its offices as listed in the Alberta Labour Relations Board Certificate Number 10-2016 issued March 9<sup>th</sup>, 2016 certifying Local Union 1007 of the International Brotherhood of Electrical Workers as the bargaining agent for Employees of the above listed Employer and such other Employees as the parties may agree to include or the Alberta Labour Relations Board may direct.

### **ARTICLE 2 - UNION DUES**

- 2.1 The Employer agrees that all Employees shall maintain Union membership as a condition of employment. Employees who are retained beyond thirty (30) days' employment shall become members of the Union. All Employees covered under the terms of this Agreement shall have Union dues deducted from their pay.
- 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 15<sup>th</sup> of the following month, together with a list of the Employees from whom such deductions are made.

### **ARTICLE 3 - THE RIGHTS OF THE EMPLOYER**

The management of the operations of the Training Center and the direction of the working forces, including the right to direct, plan, and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend, or discharge Employees for just cause or to release Employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the Company, subject to the provisions of this Collective Agreement.

### **\*ARTICLE 4 - DEFINITION OF EMPLOYEES**

- 4.1 A Regular Full-time Employee is any person employed on a full-time permanent basis and who has completed the probationary period of thirty (30) days.
- 4.2 A Regular Part Time Employee is a person employed for 20 or more hours per week but less than the hours of a full-time Employee.
- 4.3 A Casual Employee is an Employee hired on an hourly or daily basis to cover situations that cannot reasonably be handled by Regular Full-Time or Regular Part-Time Employees. Such Employees will be covered under the terms of this agreement.
- (a) A Casual Employee may only be employed to a maximum of one year *or for the term of the leave they are covering for, based on mutual agreement between the Employer and the Union.*
- 4.4 All new Employees will be considered probationary for the first thirty (30) days of employment. A /Casual or Regular Part Time Employee transferred to a Regular Full-Time status will not be required to serve a further probationary period.
- 4.5 The Employer or their representative shall make known to the Employees the duties the Employees are expected to perform and from whom the Employees shall receive their instructions as to the policies and procedures of the establishment.

### **ARTICLE 5 - UNION REPRESENTATION**

- 5.1 The Employer shall recognize the representative(s) as selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all Employees within the bargaining unit, as defined in Article 1 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 recognizes the local Union representatives, for the purpose of the administration of the Agreement and general Union business, as the sole and

exclusive representative(s) of all Employees within the bargaining unit as defined in Article 1 of this Agreement. If an Employee is required to attend a meeting with a representative of the Employer; another Employee may attend the meeting to act as shop steward.

- 5.4 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 6 - HOURS OF WORK**

- 6.1 Regular hours of work for a two (2) week period shall not exceed eighty (80) hours, to be administered as follows: Five (5) days each week from 8:00 am to 4:30 pm with one half (1/2) hour for lunch.
- 6.2 Two (2) relief periods per day of fifteen (15) minutes each, one in the mid-morning and one in the midafternoon, shall be allowed. The break may be arranged so as to ensure office coverage.
- 6.3 Training Center hours of operation are intended to parallel those of the Local Union Office (beneficiaries) in each city.
- 6.4 Employees may choose to work seventy-two (72) hours in each pay period with one day off, if staffing in the training center is more than one bargaining unit Employee. The schedule may be arranged to work 8:00 am to 4:30 pm with a ½ hour lunch for 9 days in the pay period and the 10<sup>th</sup> day off. The day off may be a Monday, Friday or any other day mutually agreed to.
- 6.5 Employees may choose to take a one-hour lunch break and be paid 75 hours per pay period if there is agreement with the Employer, or if they are matching the hours of the beneficiary.

## **ARTICLE 7 - OVERTIME**

- 7.1 All time worked in excess of the regularly established day 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) times 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 a regular scheduled day off or 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 **their** own personal transportation

## **\*ARTICLE 8 - STATUTORY HOLIDAYS**

- 8.1 The Employer agrees to provide Regular Full-Time 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 (Heritage 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 shall be deemed to have worked on such days, providing satisfactory proof is presented.

- 8.2 When one of the above Statutory Holidays falls on a regular scheduled day off, the preceding day or the day following the Statutory shall be observed as the Holiday; to be mutually arranged between the Employer and the Employees.
- 8.3 In the event that any of the holidays listed 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.
- 8.4 Personal Leave Day - Employees are entitled to *three (3) paid Personal Leave Days (PLD)* per year based on the Employee's regularly scheduled daily hours of work as follows:
- (a) The PLD shall be mutually agreed to by the Employee and Employer *and shall not be unreasonably withheld.*
  - (b) The PLD *must be used by the end of the calendar year or they will be forfeited.*
  - (c) The PLD is forfeited if not taken prior to an Employee's employment being terminated with cause.

## **\*ARTICLE 9 - VACATION**

- 9.1 Casual Employees and/or Employees whose employment has been severed prior to a year's service shall receive 4% of gross earnings, and 6% if the Employee has been employed for more than one (1) year.
- 9.2 Senior Employees will be given preference in the selection of vacation periods. Any vacation period must be taken at a time mutually agreed to with the Employer. Such consent shall not be unduly withheld. Employees shall notify the Employer

of their vacation schedule by March 31 of the current vacation year.

- 9.3 Annual Vacation Leave shall be advanced to permanent Employees in full on the first (1<sup>st</sup>) 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

During the vacation year in which the Employee is eligible for increased vacation entitlement and thereafter, they shall be credited *in full* with such increased entitlement on January 1<sup>st</sup> of that year.

- 9.4 An Employee with less than six (6) years' service shall be entitled to three (3) weeks annual vacation with pay.
- 9.5 After six (6) continuous years' service an Employee shall be entitled to four (4) weeks annual vacation with pay.
- 9.6 After twelve (12) continuous years of service, an Employee shall be entitled to five (5) weeks annual vacation with pay.
- 9.7 If an Employee requests or is unable to take all or part of their annual vacation in the current year, the Employee may carry over vacation to a maximum of two (2) weeks. Management approval shall not be unreasonably withheld.
- 9.8 If, on the date of termination, the Employee has used more than their pro-rated ratio of vacation leave for that point in the calendar year, the Employee shall reimburse the Employer for any used portion of the annual vacation leave in excess of the Employee's pro-rated ratio of vacation leave entitlement. Such amount will be deducted from the Employee's final pay.

#### **\*ARTICLE 10 - 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.
- (a) Such contributions on behalf of Regular Full-Time Employees are to be made at the rate of One-Hundred and Forty (140) hours monthly.
- (b) Contributions on behalf of Regular Part time Employees shall be made as follows:
- (i) Upon completion of six (6) months service the Employee shall be paid, on each cheque, an amount equal to 50% of the health and welfare contributions referenced in article 10.1
- (ii) Upon completion of 1 year of service, contributions shall be made at the rate of One Hundred and Forty (140) hours monthly, or as provided for under the Electrical Industry Insurance Benefit Trust Fund of Alberta.

- (c) In Lieu of health benefits, upon completion of six (6) months service, a casual Employee shall be paid an amount, on each cheque, equal to 50% of the health and welfare contributions referenced in article 10.1
- 10.2 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 defined under the Income Tax Act, to the Alberta Health Care Insurance Plan for full time and casual Employees.
- 10.3 For Regular Full Time and Regular Part Time Employees, effective January 01, 2010, the Employer shall contribute an amount equal to eighteen percent (18%) of the Employees Base Pay Rate for each hour worked, inclusive of sick leave, into a designated Retirement Saving Plan.
- 10.4 Upon the production of receipts, the Employer will reimburse an Employee up to \$750.00 / year towards participation in a fitness program and/or other related fitness improvement activities, including the purchase of fitness exercise equipment. *There is no carry over of unused benefits. During the Employee's first year of employment, reimbursement is pro-rated based on the Employee's commencement of employment.*

#### **\*ARTICLE 11 - SICK LEAVE AND LEAVE OF ABSENCE**

- 11.1 Full time Employees are entitled to 17 days sick leave each year. Sick leave will be credited to the Employee on January 1<sup>st</sup> each year and shall not accumulate from year to year. Part Time Employees are entitled to 9 days sick leave each year. Sick leave will be credited to the Employee on January 1<sup>st</sup> each year and shall not accumulate from year to year.

For periods of sickness in excess of three (3) days, the Employer may require an Employee to provide a certificate from a duly qualified medical practitioner certifying that the Employee is or was unable to carry out her/his duties due to illness and is or is not able to return to her/his regular duties." The Employer shall reimburse the Employee should there be a cost for the certificate.

Should sick leave or *Workers Compensation* continue for a period longer than 18 working days, the *Employee may apply, as applicable, for* benefits directly from *Canada Employment Insurance, Electrical Industry Insurance Benefit Trust of Alberta* or *Workers Compensation*. Employees must make application for their weekly indemnity or *Workers Compensation*.

Employees on sick leave, *Workers Compensation* or Short-Term Disability shall have the difference between payments and their wages paid by the Employer.

Should Employees become eligible for Long Term Disability the difference between payments and wages shall not be paid.

Sick time is only to be used when an Employee is sick. Exploitation of sick leave by fabrication, forgery or misrepresentation is considered to be a serious misdemeanor and a cause for dismissal.



- 11.2 Employees disabled during the period of their annual vacation may, if capable of performing their regular duties, return to work and take the remaining days of their vacation at a time mutually convenient to the Employer and the Employee. Employees fully disabled or unable to return to work due to distance or other valid excuse, must immediately report the illness to the Employer and upon presentation of a Doctor's certificate be considered to be on sick leave for the duration of the disability or sickness. (Subject to 11.1 and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and the Employee).
- 11.3 Upon completion of one (1) years' service, employees shall be entitled to *sixteen (16) weeks* of maternity leave and *forty-six (46) weeks parental* leave without pay. These leaves are eligible to be paid pursuant to the applicable Employment Insurance regulations. *If the Health and Welfare Hour Bank* runs out prior to the Employee returning to work, the Employer agrees to pay the Employee's portion of the premium for the final three (3) months of leave.

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.

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. *Parental* leave may be taken by either parent, or by both parents provided the total leave does not exceed *forty-six (46) weeks*.

Vacation entitlement shall be paid out at 6 months and 12 months.

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.

All Employees are required to notify the Employer fourteen (14) days in advance of their intention to return to work.

- 11.4 Any Employee who has five (5) years of service with the Employer may apply for, and where possible receive up to three (3) months leave of absence, without pay, for reasons other than sick leave. Seniority will be retained but not accumulated. Permission for such sick leave must be obtained from the Employer in writing and may not be unduly withheld by the Employer.
- 11.5 A Local Union Representative may investigate and settle 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.

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.

- 11.6 Employees shall be allowed furlough without 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.

- 11.7 In cases of death in the immediate family, an Employee shall be granted leave of absence of up to five (5) 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, holiday entitlement or other accrued time off.

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-in-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 *may* be granted to attend funeral services only of any persons related more distantly than those listed above.

- 11.8 An Employee summoned to Jury Duty shall be paid wages, for a maximum of ten (10) days, 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 eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) 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 12 - 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;
- 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, will retain but will not accumulate seniority during the period of lay-off.

**\*ARTICLE 13 - PROMOTION, LAY-OFF AND RECALL**

13.1 The Employer shall fill job vacancies from within the office before hiring new Employees, provided 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.

13.2 (a) Promotions shall be made on the basis of skill, ability, experience and seniority. In the event two (2) or more Employees have the same relative ability and experience, the Employee with the greatest seniority shall be selected. A job with a higher earning potential shall be considered a promotion and shall be first offered to existing Employees before hiring a new Employee.

(b) When a new classification is required, the Employer will discuss and review the duties with the Union and establish a rate of pay agreed to by the Union.

13.3 If a reduction of office staff is necessary, the Employee with the least amount of seniority will be the first laid off.

13.4 Notice Period or Pay in Lieu of Notice:

<u>Length of Service</u>	<u>Notice Period or Pay in Lieu of Notice</u>
<i>More than 90 days, but less than 2 years</i>	<i>1 week</i>
<i>2 years or more, but less than 4 years</i>	<i>2 Weeks</i>
<i>4 years or more, but less than 6 years</i>	<i>4 Weeks</i>
<i>6 years or more, but less than 8 years</i>	<i>5 Weeks</i>
<i>8 years or more but less than 10 years</i>	<i>6 Weeks</i>
<i>10 years or more</i>	<i>8 Weeks</i>

13.5 When a layoff is expected to be longer than sixty (60) days, the Employee shall be paid their severance pay at the time of layoff.

13.6 When a layoff is expected to be sixty (60) days or less, with the consent of the Employee, the Employee will be placed on temporary layoff and recalled at the end of the layoff period. Should the Employee not wish to remain on recall, they will advise the Employer and severance shall be paid. Should the temporary layoff become permanent, the Employee shall be notified, and severance shall be paid immediately.

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 14 - 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 their 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 an 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 the arbitration. The award of the arbitration shall be final and binding on both parties.

## **ARTICLE 15 - 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 20 of this agreement.

- 15.2 Any position not covered by Article 20, 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 procedure of this Agreement.

- 15.3 If Employees are receiving benefits in excess of the rates or privileges outlined in this Agreement, such conditions shall not be altered due to the signing of this Agreement. It is expressly understood and agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any Employee now on the payroll of the Employer. Nor can it be so construed that any Employee may not be given a wage above minimum, be granted an increase in pay before the period specified or be advanced or promoted in the service of the Employer.

- 15.4 Employees shall be paid weekly or bi-weekly, as mutually agreed between the Employer and the Employee. 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.

- 15.5 An Employee assigned to a higher job classification, or who temporarily replaces another Employee in a higher classification, shall be paid at the higher rate for the period so employed, provided the Employee has the qualifications necessary and fulfills the duties of the high job. This provision shall not apply for brief periods of less than one-half (1/2) day except that, if an Employee is required to work at a higher classification on a recurring basis (i.e. each day, each week, or each month), the higher rate of pay shall apply.

- 15.6 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 16 - 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 their 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 All reference to "days" in this collective agreement shall mean calendar days.
- 16.5 Local Union Representative as used in this collective agreement shall mean; Business Manager, President, Table Officer, Executive Board member or if appointed, Shop Steward.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

- 17.1 If any difference concerning the interpretation, application, operation or any alleged violation of this Agreement or any question as to whether any difference is arbitral arises between the Parties or persons bound by this Collective Agreement, such parties or persons shall meet and endeavor to resolve the difference.
- 17.2 If the Parties are unable to resolve the difference referred to in Clause 17.1 within fourteen (14) days, the matter may be referred to a single arbitrator as follows:
- (a) Either of the parties may notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain a statement of the differences and the name of the first Party's proposal for arbitrator.
  - (b) The party receiving the notice shall within five (5) days following receipt of the notice, inform the other party of their acceptance of the proposed arbitrator or, the name of the person they propose as arbitrator. Upon receiving the name of the proposed arbitrator, the other party shall have five (5) days to accept or reject the proposed arbitrator.
  - (c) If the recipient of the notice fails to name an arbitrator, or the parties fail to agree to an arbitrator within the prescribed time limits contained in (b) above, the parties shall have an additional ten (10) days. If an agreement is not made at that time, the appointment shall be made by the Minister of Labour upon request of either party.
  - (d) After the single arbitrator has been selected, the arbitrator shall meet with

the parties within forty-five (45) days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render a decision in writing to the parties within fifteen (15) days after the completion of the hearing, unless such time is extended by mutual consent between the parties. The arbitrator shall have such power as defined and provided in the governing legislation.

- (e) The arbitrator shall have the authority to render a decision, which shall be final and binding on the parties.
- (f) The arbitrator by their decision, shall not alter, amend or change the terms of this Collective Agreement. The arbitrator may quash, vary or confirm any action taken by either Party
- (g) The fees and expenses of the single arbitrator shall be borne equally by the two (2) parties to the dispute.

#### **ARTICLE 18 - TECHNOLOGICAL AND PROCEDURAL CHANGES**

In the event of proposed technological changes, such as the introduction of office equipment, the Employer agrees to advise the Union Representative of such changes and further agrees to offer employment to his present Employees before hiring from the outside market. The Employer further agrees to institute a training program for these Employees who wish to accept employment in these new positions.

#### **ARTICLE 19 - DURATION, TERMINATION AND AMENDMENTS**

- 19.1 This agreement shall be in full force and effect from the date of Ratification and continue in full force and effect through to the 31<sup>st</sup> of December 2022, and from year to year thereafter except as hereinafter provided.
- 19.2 Either Party wishing to amend or terminate this Agreement shall give notice, in writing, of such desire to the other Party not less than thirty (30) days nor more than ninety (90) days prior to the anniversary date of this Agreement, however changes can be made at any time by mutual consent.
- 19.3 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 20 - WAGE SCHEDULES AND CLASSIFICATIONS**

Training Administrator wage rates shall be applied according to the table below effective on the date of ratification.

Senior Training Administrator wage rates shall be 5.0% above the Training Administrator

wage rates and are reflected in the rates listed below.

20.1 Wage Schedule:

*Wage increase January 1, 2020 0.0%*

*Wage increase January 1, 2021 1.0%*

*Wage increase January 1, 2022 1.0%*

	Date of Ratification	January 1, 2021	January 1, 2022	Classification
1 to 6 months	\$25.98	\$26.24	\$26.50	Training Administrator
7 to 12 months	\$27.80	\$28.01	\$28.36	Training Administrator
Greater than 12 months	\$30.89	\$31.20	\$31.51	Training Administrator
	\$32.44	\$32.76	\$33.09	Senior Training Administrator

Employees may be hired at any step of a particular pay group and would progress through that group each six months.

20.2 Long Service Differential

- (a) Employees with four (4) years seniority as described in Article 12 shall be paid a differential of twenty-five cents (\$0.25) per hour.
- (b) Employees with seven (7) years seniority as described in Article 12 shall be paid a differential of fifty cents (\$0.50) per hour

The increase becomes effective on the Employee's anniversary date.

20.3 Classifications:

Training Administrator

Senior Training Administrator

The appointment of an Employee to the Senior Training Administrator position shall be solely at the discretion of the Employer. The Employer agrees to notify the Union when a person is appointed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

The Employer,

The Trustees of the Electrical Industry Education Trust Fund of Alberta

\_\_\_\_\_  
Sam Emke  
Trustee

\_\_\_\_\_  
Gordon Johnson  
Trustee

\_\_\_\_\_  
James Clarke  
Trustee

\_\_\_\_\_  
Robin Duke  
Trustee

AND

The Union,

Local 1007, International Brotherhood of Electrical Workers

\_\_\_\_\_  
Steve Southwood  
Business Manager, IBEW 1007

\_\_\_\_\_  
Roberta Hykawy  
Assistant Business Manager, IBEW 1007

\_\_\_\_\_  
Bill Begemann  
IBEW International Representative