

**COLLECTIVE AGREEMENT**

**between**

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

**hereinafter called "the Association"**

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

**Phone: 506.452.7627**  
**E-Mail: [info@eca.nb.ca](mailto:info@eca.nb.ca)**

**and**

**Local Union 1555 of the International Brotherhood of Electrical Workers  
AFL, CIO, CLC**

**hereinafter called "the Union"**

**96 Norwood Avenue, Suite 305, Moncton, NB, CANADA, E1C 6L9**

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**EFFECTIVE:** January 1, 2018

**EXPIRY:** December 31, 2019

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**ARTICLE 1 PURPOSE**

1.1 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and orderly collective bargaining.

1.2 In the interest of the promotion of peace within the industry and the elimination of interruptions of work, all parties bound by this agreement will abide by and observe its terms and conditions.

**ARTICLE 2 DEFINITIONS**

2.1 "**Association**" means the Electrical Contractors Association of New Brunswick Inc. in its capacity as accredited bargaining agent pursuant to the order of the NB Industrial Relations Board, Construction Division dated March 29, 1973.

2.2 "**Union**" means Local Union #1555 of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O.-C.L.C.

2.3 "**Employer**" means an individual or organization holding a valid Electrical Contractors License Group 3 issued pursuant to Section 10(2) of Regulation 84-165 under the NB Electrical Installation and Inspection Act and bound by this collective agreement through one or more of:

- an order of the NB Labour and Employment Board
- having signed an appropriate Agreement of Recognition
- having checked off the appropriate box on an application for membership in the Association."

2.4 "**Employee**" means any employee of any Employer for whom the Union has or at any time in the future shall have bargaining rights whether by certification or voluntary recognition.

2.5 "**Journeyman**" means an employee who has been issued a Certificate of Qualification in the Construction Electrician trade pursuant to the NB Apprenticeship and Occupational Certification Act.

2.6 "**Apprentice**" means an employee who is registered as an apprentice in the Construction Electrician trade pursuant to the NB Apprenticeship and Occupational Certification Act.

2.7 "**Lead Hand**" means a Journeyman employee who represents the Employer on a job site and deals with the customer, but does not qualify for foreman classification under sub-article 11.16.

2.8 **Classification of work "A"** means an electrical installation with an initial value of One Million Dollars and One Cent (\$1,000,000.01) or more.

2.9 **Classification of work "B"** means an electrical installation with an initial value of Seven Hundred Fifty Thousand Dollars and One Cent (\$750,000.01) to One Million Dollars (\$1,000,000.00).

2.10 **Classification of work "C"** means an electrical installation with an initial value of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or less.

### **ARTICLE 3 RECOGNITION**

3.1 The Association recognises the Union as the sole bargaining agent within the Union's jurisdiction for the following classifications of employees:

**General Foreman**  
**Foreman**  
**Lead Hand**  
**Journeyman Construction Electrician**  
**Registered Construction Electrician Apprentice**

3.2 The Union recognises the Association as the sole bargaining agent in the Province of New Brunswick for all Employers.

3.3 No conditions of work different from the conditions set out in this collective agreement will be maintained, continued, sought, instituted or condoned by the Union, the Employer or the Association.

3.4 This collective agreement is applicable to all work performed within the jurisdiction of the Union.

### **ARTICLE 4 NO STRIKES OR LOCKOUTS**

4.1 It is agreed by the Union that there will be no strikes as defined by the NB Industrial Relations Act during the life of this collective agreement.

4.2 It is agreed by the Employer that there will be no lockouts as defined by the NB Industrial Relations Act during the life of this collective agreement.

#### **Joint Management Labour Committee**

4.3 It is mutually agreed that a Joint Management Labour Committee will be established within the jurisdiction of the Local Union within sixty (60) days of the signing of this Agreement.

4.4 Any misunderstandings regarding the intent of any clause in this collective agreement and provisions herein may be submitted to a Joint Management Labour Committee for a determination and interpretation of the intent of any Article or sub-article in this Collective Agreement.

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**ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The Union agrees and acknowledges that each Employer has the exclusive right to manage its business in all its aspects, without restriction except where inconsistent with the terms of this agreement and without limiting the generality of the foregoing, has the following rights and powers:

5.2 To hire, direct, promote, demote, layoff, discipline and discharge employees for just and sufficient cause.

5.3 To organise its work and to allocate the work force.

5.4 To determine reasonable rules and regulations which are to be observed by employees, which may be posted for all employees to read. Employees shall not be required to sign such articles as a condition of employment. Rules and regulations shall be communicated to the Business Manager.

5.5 Nothing in this article shall be deemed to deny an employee's right to grieve under the terms of this collective agreement.

5.6 Notwithstanding anything else in this collective agreement, no Employer shall be obligated to employ any Union member when that Union member cannot obtain a security clearance or a clean criminal records check in compliance with the Employer's or a site owner's requirements.

**ARTICLE 6 UNION SECURITY**

6.1 The Union shall furnish journeymen electricians and apprentices insofar as possible. All employees so furnished will be hired from the appropriate local Union, provided that the Employer may move one key man who is not so hired and who shall be a Foreman or General Foreman to each job site or, where required by the tender documents, one key man to each contract on a job site. Such key man shall be a member of any construction local of the IBEW. All remaining hiring of journeymen shall be done on a one (1) to one (1) name hire basis; 1<sup>st</sup> pick Employer, 2<sup>nd</sup> pick Union, 3<sup>rd</sup> pick Employer, 4<sup>th</sup> pick Union and so on for each contract. Full name hire shall apply to the hiring of all apprentices.

6.2 **"Key man"** shall mean Foreman or General Foreman.

6.3 If the Employer requests employees from the Union, the Union will notify the Employer within two (2) working days of the availabilities and the number and qualifications of the requested employees.

6.4 Local employees will report for work no later than the morning of the third (3<sup>rd</sup>) working day from the above request. Employees from other local unions will report for work no later than the morning of the seventh (7<sup>th</sup>) working day from the above request. If the Union is unable to meet the above requirements the Employer may procure employees from other

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construction locals of the IBEW. All employees procured from other construction locals of the IBEW will report to the Union at agreed locations, before commencing work for the Employer.

6.5 Should the Employer cancel the order for employees after they have been ordered from another local of the IBEW in accordance with the above, the transportation costs incurred shall be reimbursed by the Employer. Reimbursement will not exceed commercial airfare or road mileage whichever is the lesser.

6.6 In respect to "**Service-Maintenance**" work, two (2) employees will be permitted.

6.7 The Employer agrees that employees employed in job classifications falling within the scope of this collective agreement shall be required as a condition of employment to become and remain members of the Union.

6.8 Any employee who refuses or neglects to sign the appropriate forms or who revokes the authorisation or resigns his membership in the Union will be deemed to have voluntarily separated and his employment will be terminated.

6.9 If monies are not remitted by the Employer in the time specified a penalty of fifteen percent (15%) per month of the total monies to be remitted shall be assessed against the Employer. This article pertains to all monetary items which are to be remitted. Where a grievance alleges default of benefit package payment an arbitrator may award reimbursement of legal costs by the defaulting party.

6.10 The Employer shall not discriminate against any Employee by reason of his membership in the Union and/or his participation in its lawful activity. The parties agree that this collective agreement is subject to the provisions of the NB Human Rights Code and to Section 9, subsections (3) and (4) of the NB Industrial Relations Act.

6.11 When establishing scheduled overtime work or premium work, preference will be given to members of Local 1555. Preference of premium work will be arranged before the work commences and crews will not be changed after work has started. On sporadic overtime and/or premium time, crews performing the work during the regular hours will continue performing the work on overtime. Continuity of supervision must be maintained.

6.12 With the exception of the "key man" as defined in Article 6.2, Local 1555 IBEW members will be given priority when Foremen and General Foremen positions become available. The appointment of Foremen and General Foremen shall be at the absolute discretion of the Employer.

6.13 Brackets and hangers that require field measurements shall be fabricated on site by members of the IBEW.

6.14 Parties covered by the terms of this collective agreement shall not sub-contract electrical labour services requiring a class three electrical license to any contractors who are not covered by the terms of this collective agreement.

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## **ARTICLE 7 UNION REPRESENTATION**

7.1 The Business Manager shall be allowed reasonable access to shops and job sites during working hours. The Business Manager shall not disturb Employees at work or call Union meetings during regular working hours.

7.2 Each job or shop may have a Steward appointed by the Business Manager from among the employees other than Foremen. The Union shall inform the Employer of the name of the official Steward. The Steward shall be allowed to present grievances during working hours without loss of pay.

7.3 The Union agrees that the Steward shall conduct himself in accordance with the duties and responsibilities outlined in the Handbook of Shop Stewards promulgated from time to time by the International Brotherhood of Electrical Workers.

7.4 The Steward will not be laid off due to lack of work as long as work is available that he is able to perform.

7.5 When overtime work is performed the Steward shall be included provided more than three (3) employees are working this overtime and the Steward has worked his regular hours on this day. If the Steward declines to work the overtime he shall be empowered to name a Steward from among the employees who are working overtime for this period.

7.6 When three (3) employees or fewer are working overtime and the Steward was not part of this job activity during regular working hours he shall be empowered to name for this period a Steward from among those that work overtime.

7.7 The Union shall have the right to install a Bulletin Board for their own use.

## **ARTICLE 8 EMPLOYEE'S GRIEVANCE PROCEDURE**

8.1 **Step 1:** Employees, or where a Steward is appointed then the Steward and/or Business Manager, shall file all complaints and grievances directly with the supervisor or person designated to represent the Employer in the particular shop or on the job site.

8.2 The Employer shall notify the Union in writing of the name of the supervisor and/or person designated to represent the Employer.

8.3 No grievance shall be filed except within five (5) working days of the happening of the circumstances leading up to the grievance.

8.4 **Step 2:** If the Employees and/or Steward or Business Manager is not satisfied with the answer of the supervisor or person designated to represent the Employer in the shop or on the job site, which must be given within twenty-four (24) hours of the matter being brought to his attention, the grievance shall be put in writing, dated and signed by the Employee or Steward, and presented by the end of the next working day following the supervisor's answer, to the General Manager of the Employer or his designate and to the Business Manager by the employee or Steward.

8.5 **Step 3:** The Business Manager or his designate and the General Manager or his designate, shall meet within forty-eight (48) hours following receipt of the written grievance and attempt to resolve it.

8.6 **Step 4:** Should the grievance still be unresolved forty-eight (48) hours after the commencement of the meeting of the General Manager and Business Manager in Step 3, then the General Manager shall immediately file the written grievance with the President of the Association, who shall convene a meeting of the Industrial Relations Committee of the Association for the purpose of considering the grievance. After deliberating, the Industrial Relations Committee shall instruct an agent of the Association to meet the Business Manager to attempt to resolve such grievance in accordance with its directions. Such meeting shall be held within five (5) days of the receipt of the written grievance by the President from the General Manager. Should the Grievance be resolved by such agent and the Business Manager, then such resolution shall be binding.

8.7 **Step 5:** Should the grievance still be unresolved within forty-eight (48) hours of the commencement of the meeting as provided in Step 4, the matter may be referred to arbitration by the Association or the Union in the manner provided in Section 55.01(1) of the New Brunswick Industrial Relations Act. No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

8.8 **Grievance relating to Article 23:** If a Union grievance alleges that an Employer has violated Article 23, the Union may submit the grievance in writing directly to the General Manager of the Employer. If the Employer does not respond to the grievance, or does not respond satisfactorily, within 24 hours after receiving the written grievance (not including weekends and holidays) the matter may be submitted to arbitration in the manner provided in Section 55.01 of the New Brunswick Industrial Relations Act.

## **ARTICLE 9 MANAGEMENT GRIEVANCES**

9.1 **Step 1:** Supervisors or persons designated to represent the Employer are encouraged to settle complaints and grievances directly with the Employee, a Steward where one is appointed, or the Business Manager. No grievance shall be filed except within five (5) working days of the happening of the circumstances leading up to the grievance.

9.2 **Step 2:** If the supervisor or person designated to represent the Employer is not satisfied with the Employee's, the Steward's or the Business Manager's answer, which must be given within twenty-four (24) hours of the matter being brought to his attention, then the grievance shall be put in writing, dated and signed and presented by the end of the next working day following the Employee's, Steward's or Business Manager's answer to the Business Manager or his designate by the supervisor or person designated to represent the Employer.

9.3 **Step 3:** The Business Manager or his designate and the General Manager of the Employer or his designate, shall meet within forty-eight (48) hours following receipt of the written grievance and attempt to resolve it.

9.4 **Step 4:** Should the grievance still be unresolved forty-eight (48) hours after the commencement of the meeting of the General Manager or his designate and the Business Manager or his designate in Step 3, then the General Manager shall immediately file the written grievance with the President of the Association, who shall convene a meeting of the Industrial Relations Committee of the Association for the purpose of considering the grievance. After deliberating, the Industrial Relations Committee shall instruct an agent of the Association to meet with the Business Manager, to attempt to resolve such grievance in accordance with its directions. Such meeting shall be held within five (5) days of the receipt of the written grievance by the President from the General Manager, then such resolution shall be binding.

9.5 **Step 5:** Should the grievance still be unresolved within forty-eight (48) hours of the commencement of the meeting as provided in Step 4, the matter may be referred to arbitration by the Association or the Union in the manner provided in Section 55.01(1) of the New Brunswick Industrial Relations Act. No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

## **ARTICLE 10 HOURS OF WORK**

10.01 **PAYROLL PERIOD:** The payroll period shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday, each and every week.

10.02 The regular work week shall be five (5) working days, Monday to Friday of eight (8) hours each. The regular hours of work shall be 8:00 a.m. to 12:00 noon; 12:30 p.m. to 4:30 p.m. If agreed upon by the Employer and a simple majority of the employees the lunch period may be from 12:00 noon to 1:00 p.m. with quitting time at 5:00 p.m.

10.03 A compressed work week of a four (4) day ten (10) hour days Monday through Thursday may be worked upon agreement by the Employer and a simple majority of the employees.

10.04 When employees are working a scheduled four (4) day x ten (10) hour shift, the paid breaks shall be fifteen (15) minutes including smoke breaks where permitted. There shall be no more than two 15 minute breaks per scheduled 10-hour shift.

**10.05** Employees who report for work to the job site without having been told in advance not to report, shall be given work or pay equivalent to three (3) hours pay at regular rates plus board allowance for these three (3) hours if applicable.

**10.06** All employees shall be at their place of work with their tools at the starting time of their shift. All employees shall be allowed ten (10) minutes to collect their tools at the end of their assigned workday.

**10.07** All employees shall have the tools, as set out in Appendix "A", to efficiently perform assigned duties and shall be responsible for all tools supplied by the Employer after signing a card assuming such responsibility.

**10.08** Employees shall install all electrical work in accordance with the current Canadian Electrical Code, specifications of the construction contract and all other applicable provincial and/or municipal requirements in a safe and workmanlike manner.

**10.09** Except when working pursuant to a salting arrangement, no Union member shall at any time within the Province of New Brunswick perform any work falling within the scope of the Construction Electrician trade as defined in section 17(1) of Regulation 97-125 under the NB Apprenticeship and Occupational Certification Act except in the paid employ of an Employer as defined in sub-article 2.3 of this collective agreement. The Union will inform the Association office of any salting efforts.

**10.10** The employee may work shift work when requested to do so by the Employer. At least twenty-four (24) hours notice will be given to the employee prior to starting and changing shift work, and if required notice has not been given the first shift, the employee's work shall be paid for at overtime rates.

**10.11** For employees on a two (2) shift operation, the regular shifts shall be as follows:

**1st shift:** 4:30 p.m. to 12 Midnight  
**2nd shift:** 12:00 Midnight to 7:30 a.m.

with a half-hour (½) unpaid lunch break to apply to both first (1<sup>st</sup>) and second (2<sup>nd</sup>) shifts as near as possible to the mid point of the shift.

**10.12** Employees working on the first (1<sup>st</sup>) and second (2<sup>nd</sup>) shifts will receive eight (8) hours pay for seven (7) hours worked.

**10.13** Shift work as described above is to be considered as a continuous operation for a minimum of ten (10) consecutive normal working days. Saturday, Sunday and holidays are not to be considered as normal working days. In the event that shifts are of a shorter duration than ten (10) consecutive normal working days, overtime rates of pay will apply.

**ARTICLE 11 RATES OF PAY AND OVERTIME (JOURNEYMEN)**

- 11.01 Classification of Work "A" (see sub-article 2.7 "Definitions").  
Effective January 1, 2018 to December 31, 2019: **\$30.05** per hour worked.
- 11.02 Classification of Work "B" (see sub-article 2.8 "Definitions").  
Effective January 1, 2018 to December 31, 2019: **\$28.70** per hour worked.
- 11.03 Classification of Work "C" (see sub-article 2.9 "Definitions").  
Effective January 1, 2018 to December 31, 2019: **\$26.75** per hour worked.
- 11.04 Foremen rate shall be Three Dollars (**\$3.00**) per hour above applicable base Journeyman rate.
- 11.05 General Foremen rate shall be Four Dollars (**\$4.00**) per hour above applicable base Journeyman rate.
- 11.06 Lead hand rate shall be fifty cents (**\$0.50**) per hour above applicable base Journeyman rate.
- 11.07 Wages owing an Employee shall be paid on Thursday of each week on the job site not later than 2:30 p.m. The cheque or pay envelope shall show the gross, the net, all sources of income, i.e. regular hours, premiums, overtime, vacation pay, board, travel allowance, etc. and all deductions i.e. income tax, CPP, EI, dues, etc. for the pay period.

If the pay cheque is not available on Thursday, the employee may be paid in cash on Friday, or by cheque.

Wages may be paid by cheque or direct deposit at the sole discretion of the Employer and the chosen method of payment shall apply equally to all employees of the Employer. Cheques shall be negotiable at any chartered bank in New Brunswick without charge to the Employee. Where wages are paid by direct deposit pay stubs may be provided by e-mail except that an employee without access to e-mail may request a hard copy pay stub.

Errors in the Employee's weekly pay cheque will be corrected on the next week's pay cheque, if the error is less than Thirty Dollars (\$30.00). It will be corrected within one (1) working day when it is above that amount.

11.08 If the regular payday or the day after is a holiday the pay shall be one (1) day earlier.

11.09 Where employment is terminated by the Employer, except in cases of disciplinary termination, the employee shall be given at least two (2) hours notice, during which time the employee shall maintain his current work activity or return company equipment to stores,

whichever is required by the Employer. The employee shall be paid his regular hourly rate during the two (2) hour period.

11.10 If payroll office is on site the above will be given immediately.

11.11 Where employment is terminated by the employee he shall give sixteen (16) working hours notice in order to receive his earned wages in full, vacation pay, if any, and his unemployment certificate on the regular pay day of the next following pay cycle.

11.12 Except in cases of emergency or in circumstances beyond the control of the Employer, the Business Manager and the Steward shall be notified twenty-four (24) hours in advance of scheduled lay-off.

11.13 All overtime is voluntary and the Employer shall distribute overtime fairly among the employees.

11.14 Employees may be requested to work overtime and in return these employees shall be given two (2) hours notice; however, these two (2) hours notice do not apply in cases of emergency.

11.15 When an employee works overtime for a period of four (4) hours or more at any time so that eight (8) consecutive hours rest between the completion of overtime and the beginning of his regular days work is impossible, if required by his Employer to report for work at the regular starting time, he shall be paid at the rate of double time for his regular hours of work, or until he is able to have a period of eight (8) hours of rest. However, should the employee wish to start at his regular hours without being required to do so by his Employer he shall be allowed to do so at his regular straight time rate of pay.

11.16 The Employer shall be responsible to provide for and exercise proper supervision, to guide and direct the working force.

On each job employing five (5) employees, one (1) employee will be a Foreman, who will be permitted to work with the tools.

After eight (8) employees the ninth (9<sup>th</sup>) employee will be a non-working Foreman.

Any additional foremen will be at the absolute discretion of the Employer.

11.17 For Classification of Work "A", overtime at the rate of double the employee's regular hourly rate shall be paid for all hours worked outside the hours specified in sub-articles 10.02 or 10.03 as appropriate and for all hours worked on Saturdays, Sundays and the statutory holidays listed below.

For all classifications of work other than Classification of Work "A", overtime at the rate of double the employee's regular hourly rate shall be paid for all hours worked on

Sundays and the statutory holidays listed below and at the rate of time and one half for all other hours worked outside the hours specified in sub-articles 10.02 or 10.03 as appropriate.

Statutory holidays for purposes of this sub-article shall be:

**New Years Day**  
**Good Friday**  
**Canada Day**  
**Labour Day**  
**Remembrance Day**  
**Boxing Day**

**Family Day**  
**Victoria Day**  
**New Brunswick Day**  
**Thanksgiving Day**  
**Christmas Day**

11.18 Where a holiday falls on a Saturday or Sunday it shall be observed on the immediate following Monday. Where two holidays fall on the same weekend they shall be observed on the immediate following Monday and Tuesday. Where a statutory holiday falls on a Saturday or a Sunday and is observed the following Monday or Tuesday, and where an employee is required to work on both the actual holiday and on the day the holiday is observed, the employee shall receive,

- For Classification of Work "C" and "B", overtime at the rate of double time for all hours worked on the actual holiday and overtime at the rate of time and one half for all hours worked on the day the holiday is observed.
- For Classification of Work "A", overtime at the rate of double time for all hours worked on the actual holiday and overtime at the rate of double time for all hours worked on the day the holiday is observed.

## **ARTICLE 12 BREAK PERIODS**

12.01 All employees shall be entitled to a ten (10) minute paid break in the first and second half-shift occurring in accordance with operating requirements and in a manner and place specified by the Employer, but close to the mid-point of each half-shift.

12.02 If employees choose to work overtime they shall be entitled to a paid break period before commencing overtime work and thereafter every two (2) consecutive hours of work.

12.03 If an employee works during his lunch break, 12:00 noon to 12:30 p.m., he shall be paid in accordance with normal overtime rates until such time that he is able to receive his lunch break.

## **ARTICLE 13 APPRENTICES**

13.01 The employment of apprentices shall be in accordance with the NB Apprenticeship and Occupational Certification Act.

13.02 The ratio of journeymen to apprentices shall be two (2) journeymen to each apprentice. Office employees (estimating and administration) do not count towards the Journeyman/Apprentice ratio.

13.03 The hourly rates of pay and the Health and Welfare remittance for an apprentice will be as shown in Appendix "B".

13.04 The burden of proof in respect to hours actually worked at the trade and blocks successfully completed is entirely the responsibility of the apprentice concerned and must be substantiated to the complete satisfaction of the Employer.

#### **ARTICLE 14 VACATION PAY**

14.01 Vacation Pay shall be 10% of gross earnings.

14.02 An additional 1% of gross earnings will be paid in lieu of all holidays as shown in sub-article 11.17.

14.03 All necessary vacation pay deductions will be shown on the employee's weekly pay cheque.

14.04 Vacation and Holiday Pay shall be paid directly to the employee weekly.

#### **ARTICLE 15 SAFETY**

15.01 All employees will adhere to the Employer's health and safety program and, when required, any project specific owner health and safety program. The NB Occupational Health and Safety Act and Regulations shall be final and binding.

15.02 All employees shall provide their own and shall properly wear CSA certified safety boots while on the job. These may be purchased through the Employer at the Employer's cost price. Other personal protective equipment will be provided by the Employer, but shall be properly worn by the employee while the hazard exists or as directed by the supervisor.

15.03 No employee shall be required to perform work where the conditions are considered to be unsafe, but nothing herein shall give an employee the right to leave the job site during working hours until the unsafe conditions have been reported to the employee's supervisor and he authorises the Employee to leave the job site.

15.04 At least one (1) other employee, a Journeyman shall work with the Journeyman on live conductors with a potential voltage of 347 volts or more to ground. This sub-article does not apply to the installation of lighting fixtures and electrical heating systems.

15.05 Employees' clothing burned or destroyed as a result of an accident while being worn by the employee on a job, will be replaced by the Employer if the accident has been reported to the NB Workers' Health, Safety and Compensation Commission.

15.06 Where conditions on the job make it necessary, rain suits and rubber boots will be supplied at no charge to employees. When job conditions make their use no longer necessary such wet weather gear will be returned to the stores by the employee in good condition, reasonable wear and tear or accidental damage excepted.

15.07 Where pre-access / pre-employment alcohol and/or drug testing of Union members is required and the site owner does not arrange and pay for such testing, all such testing shall be arranged and paid for by the Union. After hiring a Union member the Employer shall reimburse the Union for actual and reasonable costs of testing that member provided the test result is negative. No labour, mark-up or other additional cost shall be reimbursed.

15.08 **Illicit Drugs:** The use, possession, distribution, offering or sale of illicit drugs or illicit drug paraphernalia while on the Employer's business or premises is prohibited. The presence in the body of illicit drugs while on the Employer's business or premises is also prohibited.

**Alcohol:** The use, possession, distribution, offering or sale of beverage alcohol while on the Employer's business or premises is prohibited. The presence in the body of alcohol when on the Employer's business or premises is prohibited.

**Medications:** The possession of prescribed medications without a legally obtained prescription, and the distribution, offering or sale of prescription medications, is prohibited. The intentional misuse of medications (e.g. using the medication not as it has been prescribed or using someone else's prescription medication) is prohibited.

15.09 An employee in violation of sub-article 15.08 shall be subject to immediate dismissal and removal from the job site. If the employee agrees to undertake corrective counselling through an approved Employee Assistance Program the Employer agrees to reinstate the employee upon successful completion of the EAP provided work is available with that Employer at that time.

15.10 To further ensure the safety of each employee and all other persons on the job site no employee shall possess or use any personal communication device on the site except where such device has been provided by the Employer, in which case the device shall be used only for the purpose(s) and in the manner stipulated by the Employer. An employee may use a communication device on unpaid hours outside the site. For purposes of this sub-article a "personal communication device" means a cellular telephone, walkie-talkie, Blackberry, pager or any other similar device.

15.11 An Employer may require any employee (or Union member referred to the Employer for employment) to submit to a criminal record check as a condition of employment. The employee or Union member is responsible to pay any and all costs associated with carrying such criminal record check.

## **ARTICLE 16 SHELTER**

16.01 The Employer shall furnish a dry shed, reasonably heated, for both the safekeeping of employees' tools and for employees to change clothes and eat their lunch. The shed shall be locked during non-working hours, and employees shall be responsible for maintaining the shed in neat and tidy condition. Material shall not be stored in the lunch area and no work shall be performed in the lunch room. The Employers will act in accordance with sections 4, 5, 6, 7, 9 and 15 of Regulation 91-191 under the NB Occupational Health and Safety Act.

16.02 The Employer will provide to the employee theft insurance covering his tools to a maximum of Five Hundred Dollars (\$500.00) per claim, with a deductible of Fifteen Dollars (\$15.00) per claim.

16.03 The Employer shall provide, at his expense, a fire insurance policy covering all tools belonging to employees housed in this shed and destroyed by fire.

16.04 The above insurance will only apply while the employee's tools are under the protection of the Employer's lock and key.

#### **ARTICLE 17 COMMUTING & ROOM & BOARD ALLOWANCE**

17.01 On all jobs located within fifty (50) road kilometers from Moncton Union Center, no room and board and no commuting allowance will be paid.

17.02 Employees travelling daily to jobs located outside these boundaries are not entitled to room and board but shall receive the Employer's choice of a commuting allowance of \$4.00 per hour worked OR Employer supplied transportation OR employer supplied room and board OR the existing room and board allowance per 17.03.

17.03 Employees on jobs located outside these boundaries and not commuting daily shall receive at the employee's option, Room and Board at the rate of \$75.00 per day. When travellers are from another local they shall be paid \$75.00 per day board.

17.04 In lieu of room and board allowance employees will, if mutually agreed, be provided free of charge with room and board in a construction camp.

17.05 The employee has the option to use Employer supplied room and board or accept the board allowance. This decision shall be made at the start of employment and may be changed only if mutually agreed by the employee during his term of employment upon giving one (1) week notice to the Employer.

17.06 When an employee is required to report to an Employer's shop and is then required to report to another place of work, such employee shall be paid at the rate of pay applicable to such work while travelling from the shop to the place of work.

#### **ARTICLE 18 HEIGHT PAY & HAZARDOUS PAY**

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**ARTICLE 19 ABNORMAL CONDITIONS**

**HISTORICAL NOTE:** As a result of the 1990 round of labour negotiations, Article 18 "Height Pay & Hazardous Pay" and Article 19 "Abnormal Conditions" were removed from this collective agreement in consideration for one percent (1%) of the current Employees Total Hourly Package and is considered part of the total economic settlement between the ECANB and Local Union 1555 IBEW.

**ARTICLE 20 CALLOUT PAY**

20.01 An employee who is called out for work after leaving the job site shall be paid in accordance with normal overtime rates, provided that he shall receive a minimum of three (3) hours at prevailing rates.

20.02 An employee called out on a residential call-out shall be paid at the rate of time and one-half (1½) for the first hour.

**ARTICLE 21 MEALS DURING OVERTIME**

21.01 The employees on a particular job shall be supplied with a meal at a maximum of Fifteen Dollars (\$15.00) when more than one (1) hour overtime is being worked. Such meal shall be eaten during a twenty (20) minute paid break.

21.02 If applicable, hot meals shall be supplied at 4:30 p.m. and 8:30 a.m. and 12:30 a.m. At 4:30 a.m. adequate sandwiches and beverages (milk, hot coffee, tea, etc.) shall be supplied.

**ARTICLE 22 COMPENSATION INJURIES**

22.01 If an employee is injured on the job and must leave to receive additional medical attention the employee shall receive his hourly rate for hours lost from his job on the day the injury occurred.

**ARTICLE 23 WELFARE, INDUSTRY IMPROVEMENT & ASSOCIATION FUNDS**

23.01 During the term of this collective agreement, the Employer shall before the fifteenth (15th) day of each and every month file with the person designated by the Union to be the administrator a complete and detailed written report showing total 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 those hours by the appropriate sum as listed below:

**CLASSIFICATION OF WORK "B" and "C"** (see sub-articles 2.9 and 2.10 "Definitions")

For each hour worked at the regular rate of pay from January 1, 2018 to and including December 31, 2019 in a sum found by multiplying the said hours by \$9.30.

For each hour worked at time and one half from January 1, 2018 to and including December 31, 2019 in a sum found by multiplying the said hours by \$13.47.

For each hour worked at double time from the January 1, 2018 to and including December 31, 2019 in a sum found by multiplying the said hours by \$17.65.

#### **CLASSIFICATION OF WORK "A"** (see sub-article 2.8 "Definitions")

For each hour worked at the regular rate of pay from January 1, 2018 to and including December 31, 2019 in a sum found by multiplying the said hours by \$9.67.

For each hour worked at double time from the January 1, 2018 to and including December 31, 2019 in a sum found by multiplying the said hours by \$18.39.

23.02 The copy of the complete and detailed written report referred to in Article 23.01 shall be simultaneously provided to the Electrical Contractors Association of New Brunswick Inc.

23.03 If such monies are not remitted by the Employer in the time specified a penalty of fifteen percent (15%) per month of the total monies to be remitted shall be assessed against the Employer.

23.04 The administrator and the Union shall be solely responsible for the administration of the funds in accordance with Article 23.01.

23.05 The administrator 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 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 **twenty-five cents (\$.25)**. These funds shall be known as the Association Funds.

23.06 The balance of the funds remitted pursuant to Article 23.01 excepting those paid to the Association pursuant to Article 23.05 shall be utilised, invested and expended for the welfare of the employees and the Union, in such manner as the Union shall determine.

#### **ARTICLE 24 ASSOCIATION/UNION TRAINING FUNDS**

24.01 Effective January 1, 2018 and during the balance of the term of this collective agreement, the Employer shall on the last pay period of each and every month pay to the Union a sum found by multiplying the number of man hours shown on the schedule filed pursuant to Article 23.01 by **twenty-eight cents (\$.28)** which said funds, together with all other funds received from any source for such purpose, shall constitute the Association/Union Training Funds to be administered as provided by trust agreements on file at the Association/Union offices.

24.02 The purpose of the aforementioned respective "Association/Union Training funds" is intended to be used exclusively to provide Education and Training for the benefit of:

**"ASSOCIATION":** member Employers and/or employees of the Association.  
**"UNION":** members and/or employees of the Union.

24.03 The aforementioned **twenty-eight cents (\$ .28)** together with all other Funds received from any source for such purpose will be divided as follows:

Union Training Fund: **twenty cents (\$.20)**  
Association Training Fund: **eight cents (\$.08)**

24.04 The Union shall forward to the Association office 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 hours worked by all members of the Union, employed by the Employers to that date, as shown on the Employers' remittance sheets multiplied by **eight cents (\$.08)**. These funds shall be known as the Association Training Funds.

24.05 **Local Union 1555 IBEW**  
Norwood Avenue, Suite 305  
Moncton, N.B., E1C 6L9  
Telephone: (506) 857-3228  
Business Manager: Mr. Harold Fisher

24.06 **Electrical Contractors Association of New Brunswick Inc.**  
62 Durelle Street  
Fredericton, N.B., E3C 0G9  
Telephone: (506) 452-7627  
Executive Director: Christina Foster

24.07 Notwithstanding sub-article 24.02, the Union Training Fund is to be used for education, core NBCSA safety training, and upgrading of union tradesmen within the Construction Electrician trade.

## **ARTICLE 25 TRANSITION**

25.01 The parties agree that notwithstanding anything in this collective agreement all jobs tendered before January 1, 2018 may be worked to completion pursuant to terms of the previous agreement. For greater certainty, the previous agreement is the agreement which expired December 31, 2017.

25.02 The parties further agree that any negotiated increase in wages in the next collective agreement, expected in 2017, will become effective immediately upon signing.

## **ARTICLE 26 DURATION**

26.01 This agreement, which supersedes all others, written, expressed or implied, shall be in full force and effective from January 1, 2018 to and including December 31, 2019. This agreement shall be automatically renewed from year to year thereafter unless either party gives

written notice to the other party within a period of not more than ninety (90) or less than sixty (60) calendar days to the termination date, of its desire to amend or terminate the Agreement. The initial meeting must be scheduled within thirty (30) days of notice to cancel current collective agreement.

**APPENDIX "A"**  
**REQUIRED TOOLS**

- 1 Adequate Tool Box
- 1 Code Book
- 1 Steel Tape 10"
- 1 Claw Hammer
- 1 Hacksaw Frame
- 1 Keyhole Saw
- 2 Crescent Wrenches not over 12"
- 1 Small Set Allen Wrenches
- 1 Electrician's Pliers 8"
- 1 Channel Lock Pliers
- 1 Needle Nose Pliers
- 4 Flat Screwdrivers, small and large
- 3 Robinson Screwdrivers, nos. 6, 8, & 10
- 1 Electrician's Knife
- 1 Centre Punch
- 1 Plumb Bob
- 1 Set Square
- 1 Torpedo Level
- 1 Set KO Punches. 1/2" thick, 1 1/4" inc.
- 1 Tap Wrench
- 1 Set Phillips Screwdrivers
- 1 Set of Nut Drivers up to 1/2"
- 1 600 Volt Tester

All tools listed shall be required of each journeyman and apprentice with the exception of the 600 volt tester which shall be required only of journeymen.

**APPENDIX "B"**  
**APPRENTICES RATES OF PAY AND HEALTH AND WELFARE REMITTANCES**

APPRENTICE PAY AS A % OF THE JOURNEYMAN RATE

QUALIFICATIONS	% of JOURNEYMAN RATE
New Apprentice – no school	50%
Block I or pre-employment completed and 1800 hours worked	60%
Block 2 completed and 3600 hours worked	70%
Block 3 completed and 5400 hours worked	80%
Block 4 completed and 7200 hours worked	90%
CQ awarded and 9000 hours worked	100%

If a CQ has not been completed after 14,000 hours the apprentice will revert to 70% and will remain at 70% until proof of CQ has been obtained.

APPRENTICE HEALTH AND WELFARE - CLASSIFICATIONS OF WORK "C" and "B"

QUALIFICATIONS	January 1, 2018 to December 31, 2019
New Apprentice - no school	\$6.10
Block I or pre-employment completed	\$6.55
Block 2 completed	\$7.00
Block 3 completed	\$7.45
Block 4 completed	\$7.90
CQ awarded	\$8.35

APPRENTICE HEALTH AND WELFARE - CLASSIFICATION OF WORK "A"	
QUALIFICATIONS	January 1, 2018 to December 31, 2019
New Apprentice - no school	\$6.29
Block I or pre-employment completed	\$6.77
Block 2 completed	\$7.26
Block 3 completed	\$7.75
Block 4 completed	\$8.23
CQ awarded	\$8.72

Apprentices' Health and Welfare payments as shown in Appendix "B" do NOT include the IBEW Industry Improvement Fund, the ECANB Association Fund or training funds.

For each hour worked by an apprentice the IBEW Industry Improvement Fund, the ECANB Association Fund and training funds are payable in addition to Health and Welfare.

For amounts of IBEW Industry Improvement Fund, the ECANB Association Fund and training funds see the following tables:

**APPENDIX "C"**  
**JOURNEYMAN WAGE PACKAGES**

<b>COMMERCIAL "C"</b>	
	January 1, 2018 to December 31, 2019
Basic / Minimum Hourly Rate	\$26.75
Vacation & Holiday Pay 11%	\$2.94
IBEW Health & Welfare Fund	\$8.35
<b>EMPLOYEE HOURLY PACKAGE</b>	<b>\$38.04</b>
IBEW Training Fund	\$.20
IBEW Industry Fund	\$.70
ECANB Training Fund	\$.08
ECANB Association Fund	\$.25
<b>GROSS HOURLY PACKAGE</b>	<b>\$39.27</b>

<b>COMMERCIAL "B"</b>	
	January 1, 2018 to December 31, 2019
Basic / Minimum Hourly Rate	\$28.70
Vacation & Holiday Pay 11%	\$3.16
IBEW Health & Welfare Fund	\$8.35
<b>EMPLOYEE HOURLY PACKAGE</b>	<b>\$40.21</b>
IBEW Training Fund	\$.20
IBEW Industry Fund	\$.70
ECANB Training Fund	\$.08
ECANB Association Fund	\$.25
<b>GROSS HOURLY PACKAGE</b>	<b>\$41.44</b>

<b>COMMERCIAL "A"</b>	
	January 1, 2018 to December 31, 2019
Basic / Minimum Hourly Rate	\$30.05
Vacation & Holiday Pay 11%	\$3.30
IBEW Health & Welfare Fund	\$8.72
<b>EMPLOYEE HOURLY PACKAGE</b>	<b>\$42.07</b>
IBEW Training Fund	\$.20
IBEW Industry Fund	\$.70
ECANB Training Fund	\$.08
ECANB Association Fund	\$.25
<b>GROSS HOURLY PACKAGE</b>	<b>\$43.30</b>

<b>APPENDIX D – APPRENTICES’ BASE RATE CALCULATIONS</b>						
<b>JOURNEYMAN BASIC RATE</b>	<b>APPLICABLE % OF THE JOURNEYMAN RATE</b>					
	<b>50%</b>	<b>60%</b>	<b>70%</b>	<b>80%</b>	<b>90%</b>	<b>100%</b>

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<b>\$26.75</b>	\$13.38	\$16.05	\$18.73	\$21.40	\$24.08	\$26.75
<b>\$28.70</b>	\$14.35	\$17.22	\$20.09	\$22.96	\$25.83	\$28.70
<b>\$30.05</b>	\$15.03	\$18.03	\$21.04	\$24.04	\$27.05	\$30.05

**ATTESTATION**

**IN WITNESS WHEREOF** the Association and the Union have caused these presents to be executed by their respective duly authorised officers, this January 1, 2018.

**Electrical Contractors Association of  
New Brunswick Inc. by members of its  
Industrial Relations Committee**

*David A. Ellis*  
\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
*[Signature]*  
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*[Signature]*  
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*[Signature]*  
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**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**May 15, 2018**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

**Local Union 1555 IBEW by its Business  
Manager and President**

*[Signature]*  
\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

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*ECANB, Inc. / Local Union 1555 IBEW*