

COLLECTIVE AGREEMENT

between

The Electrical Contractors Association of New Brunswick, Inc.

hereinafter called "the Association"

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

Telephone: 506.452.7627
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and

Local Union 502 of the International Brotherhood of Electrical Workers
AFL, CIO, CLC

hereinafter called "the Union"

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EFFECTIVE DATE: July 18, 2016

EXPIRY DATE: December 31, 2018

SECTION "A"
GENERAL CLAUSES APPLICABLE TO
CLASSIFICATION OF WORK "INDUSTRIAL" (SECTION B)
&
CLASSIFICATION OF WORK "COMMERCIAL" (SECTION C)
AS INDICATED

ARTICLE 1 PURPOSE

1.01 The intent of this Agreement is to:

- Provide terms and conditions of work appropriate to the New Brunswick construction marketplace.
- Promote economic efficiency and maximize value to purchasers of construction.
- Enhance the attractiveness, competitiveness and reputation of Union-shop construction.
- Ensure certainty and predictability to employers, employees and purchasers of construction.

Everyone bound by this agreement will conduct themselves at all times in a manner consistent with this intent.

1.02 In the interest of the promotion of peace within the Industry and the elimination of interruption of work, the Contractor and the Union signatory to this Agreement, and the Employees will abide by and observe the terms and conditions of this Collective Agreement.

ARTICLE 2 DEFINITIONS

2.01 "Commercial Work" shall mean but not be limited to schools, hospitals, residential units, shopping centres, office buildings, churches and institutional complexes not located on an industrial site as well as any office tower or similar project of a commercial nature on a deep sea port dock and any type of job previously worked as a commercial job and not disputed.

2.02 "Association" when used herein shall mean the Electrical Contractors Association of New Brunswick Inc. in its capacity as Accredited Bargaining Agent pursuant to the order of the Industrial Relations Board, Construction Division dated March 29, 1973.

2.03 "Union" when used herein shall mean Local 502 of the International Brotherhood of Electrical Workers, A.F.L. - C.I.O. - C.L.C.

2.04 "Employer" when used herein shall mean an Employer in the unit of Employers represented by the Association pursuant to the Industrial Relations Act and such other Employers who may subsequently become bound by this Agreement by virtue of the provisions of the said Act.

2.05 "Employee" when used herein shall mean any Employee or an Employer for whom the Union has or any time in the future shall have bargaining rights whether by certification or voluntary recognition.

2.06 "Journeyman" means a person who has been issued a Certificate of Qualification in the Construction Electrician trade pursuant to requirements of the NB Apprenticeship and Occupational Certification Act.

2.07 "Apprentice" means an Employee who is registered in the Electrical Construction trade as specified by the Apprenticeship and Occupational Certification Act.

2.08 "General Foreman" means an employee who is a Journeyman Electrician who has the ability to accept responsibility, to take charge of Foremen and has been appointed "General Foreman" by his or her Employer.

2.09 "Foreman" is a Journeyman Electrician who has the ability to accept responsibility, to take charge of the Employees engaged in the actual installation of electrical installations or in laying out of such work and has been appointed "Foreman" by his or her Employer.

2.10 "Basic Hourly Wage Rate" --the basic hourly wage rate is the hourly wage rate shown in Section B "Industrial" Article 24 and Section C "Commercial", Article 32 "Rates of Pay & Overtime (Journeyman)" and does not include any premium or fringe benefits.

2.11 Industrial sites shall include but not be limited to:

1. Chemical Plants
2. Pulp & Paper Mills
3. Electrical Generating Stations
4. Mining Operations
5. Refineries
6. Heavy Water Plants
7. Automobile Assembly Plants
8. Shipyards & Dry Docks
9. Steel Mills
10. Breweries
11. Deep Sea Ports & Marine Unloading & Loading Docks
12. LNG Plants
13. Gas plants and pumping stations associated with an Industrial site
14. Fertilizer Plants
15. Pipelines and related infrastructure such as metering, monitoring, pumping and compressor units

NOTE #1: Service and Maintenance Excluded.

NOTE #2: The following projects are paid at the industrial rate but are otherwise considered commercial in all respects.

- a. Cement Plants
- b. Bridges (which cross over water)
- c. Food Processing Plants
- d. Forest Products
- e. Manufacturing

NOTE #3: In the event it is not clear whether a project falls under the Industrial or Commercial definition the Union and the Association shall discuss the matter.

Note #4: Camps and administrative/office building on projects listed in 2.11 shall be deemed commercial projects.

2.12 "Electrical Instrument Technician" shall be a Journeyman Electrician or a registered Electrical Apprentice who is competent in servicing, installing and overhauling electric and electronic automatic control equipment and their auxiliary equipment i.e. data logging, programmable controllers, process control, closed circuit T.V. monitoring, communication installations.

A Journeyman/Apprentice who has been recognized as an Instrument Technician shall have been an Instrument Technician, Instrument Mechanic, Wireman, Electronic Technician, or Communications Technician who has passed examinations as recognized by the Province of New Brunswick.

An Electrical Instrument Technician may perform the work of an inside wireman as required by the Employer.

2.13 "Electronic Technician" means a Journeyman or registered apprentice in the Construction Electrician trade who has successfully completed a two (2) year program in electronics (Industrial) recognized by the Province of New Brunswick or equivalent.

2.14 "Overhead Crane Operator" means a Journeyman or registered apprentice in the Construction Electrician trade who has successfully completed a rigging and safety course and who has experience in the operation of overhead cranes.

2.15 "Welder" means a Journeyman or registered apprentice in the Construction Electrician trade who holds a valid F4 welding ticket.

2.16 "Key employee" means an employee who is an IBEW member and reports directly to the Employer and serves as the Employer's principal employee in respect to the contract where the employee is employed. A key employee shall be a Foreman or a General Foreman at the option of the Employer.

ARTICLE 3 RECOGNITION

3.01 Local Union 502 IBEW recognizes the ECANB as the accredited employers association representing all unionized contractors.

3.02 The ECANB recognizes Local Union 502 IBEW as the exclusive bargaining agent on behalf of the following classifications of Employees:

A. General Foreman

- B. Foreman
- C. Journeyman Electrician
- D. Registered Apprentice
- E. Electrical Instrument Technician
- F. Electronic Technician
- G. Overhead Crane Operator
- H. Welder

3.03 No conditions of work, different from the conditions set out in this Agreement, will be maintained or continued, sought, instituted, or condoned by the Union, the Employer or the ECANB.

3.04 This agreement is applicable to all work performed by members of Local Union 502 IBEW in the employ of an Employer within the geographical jurisdiction of the Local Union.

JURISDICTIONAL DISPUTES

3.05 The Employers agree to assign work in accordance with agreements of record, decisions of record, and any or all international agreements. If no agreements exist then the work will be assigned in accordance with area practice or trade practice.

It is agreed by both parties that there will be no stoppage of work on account of jurisdictional disputes. Pending the settlement of jurisdictional disputes employees will continue to work on the following basis:

- (a) The employees who have been performing the work under dispute as allocated by the employer will continue to do so until a satisfactory settlement to all parties to the dispute is reached.
- (b) If none of the parties to the dispute have been performing the work in question the employer will decide which group of employees shall do the work pending satisfactory settlement.

If the union is aggrieved by a direction or assignment made, it may refer the dispute to the Impartial Jurisdictional Disputes Board (IMPB) in Washington, DC. The IMPB is hereby designated pursuant to Section 82(4) of the New Brunswick Industrial Relations Act as the tribunal to resolve such disputes.

When a settlement is made or the parties involved reach agreement on the dispute, the decision will be implemented by the employer. The parties to this collective agreement agree that jurisdictional disputes shall not interfere in any way with the orderly, expeditious and economic progress of work. There shall be no strike, work stoppage, or slow-down of any kind by the union or by employees as the result of any jurisdictional dispute.

A copy of any decision made by the IMPB shall be promptly supplied to the association and all affected employers.

ARTICLE 4 NO STRIKES OR LOCKOUTS

4.01 It is agreed that there will be no strikes or lockouts as defined by the Industrial Relations Act of the Province of New Brunswick during the life of this Agreement.

4.02 It is agreed by the Employer that there will be no lockouts as defined by the Industrial Relations Act of the Province of New Brunswick during the life of this Agreement.

4.03 Any misunderstanding regarding the interpretation of the terms of this Agreement, shall be handled strictly in accordance with the Grievance Procedure in Article 8 or 9.

ARTICLE 5 JOINT MANAGEMENT LABOUR COMMITTEE

5.01 A Joint Management Labour Committee will be maintained to discuss matters of mutual concern. Any misunderstandings regarding the intent of any clause in this collective agreement and provisions herein may be submitted to the Committee for a determination and interpretation of the intent of any Article or sub-article in this collective agreement. Such meeting shall take place within 14 calendar days (unless mutually agreed to extend) when requested by either party (ECANB Executive Director or IBEW LU 502 Business Manager).

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Union agrees and acknowledges that the Employers have 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:

(a) To hire, direct, promote, demote and layoff, to discipline and discharge Employees for just and sufficient cause.

(b) The right to organize its work; and the right to allocate its work force.

(c) 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 before they are implemented.

6.02 Nothing in this Article shall be deemed to deny an Employee's right to grieve under the terms of this Collective Agreement.

ARTICLE 7 UNION AND ASSOCIATION SECURITY

7.01 All hiring shall be done through the Local 502 office. All members will be dispatched to the Employer by the Local 502 office. The Employer agrees to hire and employ only members of Local 502 on all electrical work. The Employer shall be entitled to name hire up to fifty (50) percent of the IBEW members on each contract including foremen, general foremen, key men, journeymen, and apprentices (where ratios can be maintained).

7.02 IBEW Local 502 shall not dispatch, or the employer will not hire by name, any member who has been terminated for cause or quit on his own volition for a period of 30 days from the date of termination.

7.03 Local Union 502 IBEW agrees that it will only supply and permit its members to be employed by members in good standing of the ECANB. Any contractor requesting employees from Local Union 502 IBEW will be informed that it must become a member of the Association prior to the assignment of Local 502 IBEW members.

7.04 Both parties agree that if any member is employed by or employs persons other than in accordance with the terms of this Collective Agreement that steps will be immediately commenced to terminate the membership of such member from Local Union 502 IBEW or the Association, as the case may be.

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

INDUSTRIAL ONLY: Local union members will report for work no later than the morning of the third (3rd) working day from the above request. Members from other Local Unions will report for work no later than the morning of the seventh (7th) working day from the request. If the Union is unable to meet the above requirements the Employer may procure members from other inside wireman locals of the IBEW. All members procured from other inside wireman locals of the IBEW will report to Local Union 502 at agreed locations, before commencing work for the Employer.

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

7.06 **INDUSTRIAL ONLY:** In respect to "Service Maintenance" work, two (2) employees will be permitted.

7.07 Forms authorizing the check-off of Union dues and initiation fees will be supplied by the Union to the Employer.

7.08 Any Employee who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns his or her membership in the Union, will be deemed to have voluntarily separated and his or her employment will be terminated.

7.09 If empowered by the authorization forms signed by each Employee, the Employer agrees to deduct from the last pay period of each month, the amount certified by the Union as dues.

7.10 Should the Employee be newly joining the Union, the Employer agrees to deduct the initiation fee in the amount that has been certified as the then current fee in the Union. Such deduction will be authorized by the signature of the Employee on the proper form. If the Union agrees, such initiation fee may be deducted in weekly instalments.

7.11 Any amount so deducted shall be remitted by the Employer to the Business Manager and/or Financial Secretary of the Union no later than the fifteenth (15th) day of each month, together with a list of all Employees on whose behalf such deductions have been made.

7.12 The Employer agrees that Employees employed within categories covered by the terms of this Collective Agreement shall be required as a condition of employment to become and remain members of the Union.

7.13 The Employer shall not discriminate against any Employee by reason of his or her membership in the Union and/or his or her participation in its lawful activity. The parties agree that this Collective Agreement is subject to the provisions of the Human Rights Code and to Section 9, sub-section (3) and (4) of the Industrial Relations Act.

INDUSTRIAL ONLY (7.14 to 7.23 inclusive);

7.14 When establishing scheduled overtime work or premium work, preference will be given to members of the Local Union. 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.

7.15 With the exception of the "key employee" as defined in sub-article 2.16, Local Union 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.

7.16 On hiring, the first preference of employment shall be given to qualified competent Local Union 502 IBEW members who have their permanent residence in the Province of New Brunswick.

Second preference of employment shall be given to qualified competent members of IBEW Locals other than 502 who have their permanent residence in the Province of New Brunswick.

If qualified competent Employees are not available through the application of paragraphs 1 and 2 the Employer may obtain suitable Employees through other sources as set out in article 7.05.

All layoffs shall be at the sole discretion of the Employer except that where members of Local 502 and members of other IBEW locals are employed simultaneously on the same contract, no member of Local 502 shall be laid off from that contract while a member of another Local continues to work on that contract.

No Employer shall be required to lay off a member of another Local in favour of any member of Local 502 who is unemployed or who is employed on a different contract.

When the Employer hires again on a contract after downsizing, he shall bring his workforce on that contract back into percentages which do not exceed those permitted by sub-article 7.01.

These provisions shall not apply to an Employee who has terminated his or her employment of his or her own volition, unless he or she has been off for a period of thirty (30) working days.

Where there is any conflict between any provision of this Article and any of the statutes of the Province of New Brunswick, the provisions of the statutes shall prevail.

7.17 It is understood that innovative and modern construction techniques, such as modular component installation and combined erection techniques are to be utilized to the maximum by the various suppliers and on-site erection contractors.

There shall be no restriction on the use of tools and equipment or the efficient use of manpower.

There shall be no restriction on prefabricated and/or pre-assembled materials and equipment purchased by or at the direction of the Owner.

The Employer shall communicate information concerning prefabricated and/or pre-assembled materials and equipment prior to the commencement of work.

Brackets, hangers and supports which require field measurements shall be fabricated on site or in the Employer's shop by members of Local Union 502 IBEW.

7.18 **START-UP:** Preamble: The parties to this Agreement are desirous of executing as much of the Start-up as possible, consistent with the best interests of the Owner, and to this end, have agreed to promote to the Owner the benefits that accrue from utilizing the services of

the parties to this Agreement, in a substantial way in performing the Start-up and commissioning procedures.

7.19 Labour required by the Employer to start up all electrical equipment on a project(s) will be executed by persons supplied by Local Union 502 IBEW providing the following conditions are met and accepted by the Union.

(I) The above is not prohibited or restricted by regulatory agents, bodies, or reasons beyond the Employer's control.

(II) Start-up is not included or contained in the Employer's contract with the owner(s) or owner(s) representative.

(III) Compliance with the first paragraph regarding start-up would *not* negate or reduce in any way the benefits which would normally accrue to the Employer from a Manufacturer(s) or other Agency(s) guarantee or warranty.

(IV) Local Union 502 IBEW will supply person(s) with sufficient expertise to expedite a complete start-up.

7.20 Notwithstanding the above, the owner or his or her representative and the manufacturer or his or her representative may be in attendance at all times during start-up procedures and be permitted to give direction and guidance to the person(s) supplied by Local Union 502 IBEW if requested to do so by the Employer.

7.21 The above conditions in their entirety will remain in effect until such time as the Electrical equipment in question is turned over to the Owner.

7.22 Trucks assigned to a project(s) for the express purpose of moving electrical materials and Employees on a project(s) will be driven by a member of Local Union 502 IBEW. Maintenance and deliveries excluded.

7.23 Where the Employer elects to establish a tool crib and/or material stores on a job, members of Local Union 502 IBEW will be employed with preference being given to older members. Such Employee(s) shall, in addition to normal stores duties be required to maintain and repair hand and power tools and/or equipment as related to job production.

ARTICLE 8 EMPLOYEE'S GRIEVANCE PROCEDURE

8.01 Any grievance arising out of the application, interpretation or administration of this Agreement shall be settled in accordance with this Article and Articles 9 and 10.

8.02 **Step 1:** Within two (2) working days following the first occurrence of the event that gave rise to it, the Employee, through his or her Shop Steward and/or Business Manager, shall present his or her grievance to his or her immediate Supervisor. The grievance may be

presented verbally or in writing. Failing any reply or satisfactory settlement within two (2) working days, the Employee may proceed to Step Two presenting the grievance in written form stating the Article or Articles of the Collective Agreement which it is alleged are being violated or misinterpreted.

8.03 **Step 2:** A grievance at Step Two shall be presented in writing within four (4) working days of the presentation of the grievance pursuant to Step One. The grievance shall be given to the representative of the Employer designated for the purpose and he or she shall reply in writing. Failing any reply or satisfactory settlement within three (3) working days of the presentation under Step Two, the grievance may be referred to Arbitration by the Union by giving written notice to arbitrate within eight (8) working days of presentation under Step Two.

8.04 Any Employee in the presentation of a grievance may be accompanied by his or her Shop Steward, and/or Business Manager. In his or her consideration of a grievance, an immediate Employer Supervisor or a designated Employer representative may be accompanied or assisted by up to two (2) additional Employer representatives.

ARTICLE 9 UNION/EMPLOYERS GRIEVANCE

9.01 When either party to this agreement believes the other has violated it, the party alleging violation may, within seven (7) working days of the first occurrence giving rise to the allegation, present a formal written grievance.

The grievance shall state the articles alleged to have been violated and the nature of the alleged violation. Within a further seven (7) working days representatives of the parties (not to exceed three for each party) shall meet and attempt to resolve the matter. The Association may designate a person to attend this meeting.

Failing settlement at the meeting, a written decision of the party presented the grievance shall be given within a further seven (7) working days. Failing the convening of a meeting, or settlement at the meeting, or the giving of a written decision by the date required, written notice to arbitrate may be given by the party presenting the grievance within seven (7) working days after the unsatisfactory decision was received or should have been received.

ARTICLE 10 ARBITRATION

10.01 Failing the settlement of a grievance in accordance with Articles 8 and 9, the Grievance, within the time provided, shall be subject to the Arbitration in accordance with the following rules:

(1) The parties shall within an additional seven (7) working days agree upon a sole arbitrator and failing mutual agreement either party may request an appointment by the Minister of Training and Employment Development.

(II) The persons named, or any persons substituted therefore by agreement of the parties to this Agreement shall be called upon to arbitrate on a rotation basis and in order of their listing.

(III) The written notice to Arbitrate shall be delivered to the other party to the Arbitration and to the Arbitrator whose turn is indicated.

(IV) If the Arbitrator whose turn is indicated refuses to act, cannot be located or cannot act within four (4) working days, the succeeding names will be approached in order until an Arbitrator is reached who is willing and able to act within four working days of receiving the notice.

10.02 The Arbitrator shall hold a hearing within four (4) working days after the notice to arbitrate is submitted and shall render a decision to the parties within seventy-two (72) hours after the completion of the hearing provided that a failure to make an award within the time prescribed or as extended by the parties shall not invalidate the proceedings or terminate the authority of the Arbitrator.

10.03 It is understood and agreed in the application of this Article that there is no power in the participants to a settlement to add to, subtract from or modify the terms of this Agreement. The sole function of an Arbitrator shall be to render a decision which shall be binding on the parties as to interpretation, application, administration or an alleged violation of this Agreement, including any question as to whether a matter is arbitral. The Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

10.04 Where an Employee has been discharged or disciplined unjustly or unreasonably, the Employee shall be reinstated and shall receive compensation in such amount as would have been earned had the employee been working or in such amount as is just and reasonable in the circumstances. If an Arbitrator determines that an Employee has been discharged or otherwise disciplined for cause, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all circumstances; the burden of establishing that a different penalty should be imposed shall be on the Employee concerned. The Arbitrator shall have no power to vary a suspension of five (5) working days or less imposed for cause and no power to vary a discharge where the Employee concerned has been the subject of two or more suspensions prior to the incident culminating in the discharge.

10.05 It is understood and agreed that an Employee presenting a grievance or an Employee whose presence is required in the settlement of a grievance, may, after satisfactory arrangement made with his or her immediate supervisor, be given time off without deduction of pay to participate in the presentation of the grievance to the extent that his or her presence is required during the presentation, or in connection with any Arbitration arising there from.

10.06 The times fixed by this Article are mandatory but may be extended by mutual agreement in writing. If a Grievance or Arbitration is not processed within the time allowed, the

Grievance or Arbitration shall be deemed to have been abandoned. Saturdays, Sundays and Holidays shall be excluded in computing the time allowed.

10.07 The costs of the Arbitrator shall be borne equally by the parties to the Arbitration.

ARTICLE 11 DISCIPLINE

11.01 No member of the Union shall do any electrical work on his or her own account without having signed the Collective Agreement between Local Union 502 and ECANB.

11.02 Any member of the Union found doing electrical work on their own account without having signed the Collective Agreement will be liable to forfeit their membership in Local Union 502 IBEW.

11.03 Any member of the Union who signs the Collective Agreement and is subsequently found not to be abiding by the Collective Agreement will be liable to forfeit his or her membership in Local Union 502 IBEW.

11.04 Any member of the Union who becomes a partner in or an owner of a company doing electrical work with or without an Agreement signed and who participates in any non-union and/or double-breasted operation will be liable to forfeit his or her membership in Local Union 502 IBEW.

11.05 Any member of the Union who becomes a superintendent for an Electrical Contractor and who knowingly violates any of the provisions of the Collective Agreement either for personal benefit or for the benefit of the Contractor is liable to forfeit his or her membership in Local Union 502 IBEW.

11.06 Any member of the Union who has exhausted his or her E.I. benefits may make application to the Joint Labour Management Committee for permission to do specific electrical work for a specific period of time. If such permission is granted no penalties will be imposed if the applicant adheres to the limits established by the Committee.

11.07 Any member of the Union who holds a valid New Brunswick Electrical Contractor's Licence, or acts as the Qualified Electrician on a valid New Brunswick Electrical Contractor's Licence, shall not be entitled, and shall waive his/her right to vote for any party, on any agreement, with the ECANB and the Union. Should any individual described above wish to be reinstated; he/she shall not be entitled to vote for a period of 90 days, after reinstatement.

ARTICLE 12 VACATION PAY

12.01 Vacation Pay shall be 10% of gross earnings.

12.02 An additional 1% of gross earnings shall be paid for all holidays as shown in sub-articles 24.06, Section B and 33.03, Section C.

12.03 The Employer shall deposit in each Employee's Bayview Credit Union Saving Account, no later than the fifteenth (15th) of the month following the month in which the vacation pay and holiday pay was earned an amount equal to vacation pay and holiday pay credits of its Employees.

ARTICLE 13 SAFETY

13.01 The Occupational Health and Safety Act and Regulations of New Brunswick shall be final and binding.

13.02 An Employee having alcoholic beverages or illegal drugs in his or her possession or consuming alcoholic beverages or using illegal drugs on the job site will be subject to immediate dismissal and removal from the job site, however 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 aforementioned EAP provided work is available with that Employer at that time.

13.03 On all work where pre-access / employment alcohol and/or drug testing of Union members is required and the owner does not arrange or pay for such testing, testing shall be arranged and paid for by the Union prior to being dispatched to employer. The Union shall collect the sum of ten cents an hour (\$0.10) on all work except those defined as commercial in article 2.01 in this agreement to pay for usual and customary cost associated with the testing as required by an owner's policy, contractor's policy or project rule. The Union and the Association agree to jointly review the fund on an annual basis to ensure the funds are sufficient and not carrying a large surplus.

13.04 Hard hats, winter liners and suitable chin straps shall be supplied by the Employer, when conditions on the job warrant, at no cost to the Employee.

13.05 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 said unsafe conditions have been reported to the Employee's Supervisor (normal chain of command) and Shop Steward. The Supervisor either authorizes the Employee to leave the job site or reassigns him or her to another job activity.

13.06 At least one (1) other Employee, a Journeyman shall work with the Journeyman working 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 electric heating systems.

13.07 Employee's clothing burned or destroyed as a result of an accident by an Employee while on the job, will be replaced by the Employer, provided the accident has been reported to the Employer. The Employee's claim must be made in writing, signed, dated and presented to the Employer or his or her representative when the loss occurs.

13.08 Where conditions on the job make it necessary rain suits, rubber boots and "natural or man made leather palmed" gloves (re: Gloves---used for cold weather excluded), 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 accepted.

13.09 Upon signing of this agreement the Union will file with the New Brunswick Construction Safety Association, with copy to the Association office, a duly signed NBCSA Safety Training Records Release Form for every current and future Union member.

13.11 All employees, prior to being dispatched, and while in the employ of a Contractor signatory to this agreement shall hold and maintain valid safety training in the following four NBCSA safety training courses:

1. WHMIS including the recognized Globally Harmonized System (GHS)
2. Safety Orientation
3. Fall protection basic for workers
4. Confined space awareness

All such cost for the above required training shall be paid for by the Union's training fund.

13.12 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 or approved 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. For purposes of this sub-article a "personal communication device" means a cellular telephone, walkie-talkie, smart phone, pager, tablet computer or any other similar device.

ARTICLE 14 COMPENSATION INJURIES

14.01 If an Employee is injured on the job and must leave to receive additional medical attention, the Employee shall receive his or her regular hourly rate for hours lost from the job on the day the injury occurred. Transportation to and from the place of treatment shall be made available by the Employer for an Employee when injured.

ARTICLE 15 SUBCONTRACTING

15.01 Work normally done by members of Local Union 502 IBEW shall not be subcontracted.

ARTICLE 16 JOB STEWARD

16.01 The Business Manager, or his designate, shall be allowed reasonable access to shops and job sites during working hours except where prohibited by the site owner. The

Business Manager shall not disturb Employees at work or call Union meetings during regular working hours.

16.02 The Union agrees that the Shop Steward shall conduct him or her self in accordance with the rules and responsibilities outlined in the Handbook of Shop Stewards promulgated from time to time by the International Brotherhood of Electrical Workers.

16.03 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 in writing. The Steward shall be allowed to present grievances during working hours without loss of pay.

16.04 On every job the Union Steward will not be laid off due to lack of work as long as work is available that he or she is able to perform. The Job Steward shall be the second last employee on the job site or construction project to be laid off. Where there is more than one Steward on a job site and a reduction or modification in the workforce results in a reduction of stewards, he or she shall be the first employee to be moved to the remaining area of work provided he or she has the required skills.

ARTICLE 17 TOOLS

17.01 All Journeymen and Apprentices shall have the tools, as set out in Appendix "A" attached hereto, to efficiently perform assigned duties. On Industrial work each employee shall be responsible for all tools supplied to the Employee by the Employer after signing a card assuming such responsibility. On Commercial work each employee shall exercise reasonable care for all tools supplied to the Employee by the Employer.

ARTICLE 18 RATES OF PAY

18.01 Foremen rate shall be Four Dollars (\$4.00) per hour above applicable base Journeymen rate.

18.02 General Foremen rate shall be Six Dollars (\$6.00) above the applicable base Journeyman rate.

18.03 Wages owing an Employee shall be paid on Thursday of each week at the discretion of the Employer either on the job site or directly deposited into the employee's bank account 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 allowances, etc. and all deductions i.e. Income Tax, CPP, EIC, dues, etc. for the pay period. All pay stubs shall include year-to-date amounts and shall be in an envelope.

If the pay cheque is not available on Thursday the Employee may be paid in cash on Friday or by cheque. If payment is by cheque the employee shall be given two (2) hours off with pay to allow him or her to cash said cheque.

Cheques shall be negotiable at any chartered bank in New Brunswick without charge to the employee.

Errors in excess of \$50.00 shall be corrected within twenty-four (24) hours on notification of the error to the Employer. Errors of less than \$50.00 shall be paid the following week in a separate cheque.

18.04 If the regular pay day or the day after is a holiday, then the pay shall be one day earlier (Wednesday).

18.05 Where employment is terminated by the Employer, except in cases of disciplinary termination, the Employee shall be given two (2) hours notice during which time the employee shall collect personal belongings and leave the jobsite. The Employee shall be paid his or her regular hourly rate during the two (2) hour period. Following termination for any reason the Employee will receive all wages owing and all required documentation within one (1) working day where the Employer's payroll office is within the geographical jurisdiction of Local 502 and within two (2) working days where the payroll office is elsewhere.

18.06 Except in cases of emergency or in circumstances beyond the control of the Employer, the Local Union Business Manager or his designate will be notified twenty-four (24) hours in advance of scheduled lay-off.

ARTICLE 19 MEALS DURING OVERTIME

19.01 The Employees on a particular job shall be supplied with a meal at a maximum price of Twenty Dollars (\$20.00) before tax when more than two (2) hours overtime are being worked. Such meals shall be eaten during a twenty (20) minute paid break. The twenty (20) minute break may be taken even if no meal is consumed. Where two hours or less of overtime is to be worked, the break will be ten (10) minutes and no meal will be provided. On any scheduled four (4) day x ten (10) hour shift, a meal and twenty (20) minute paid break will be provided immediately at the commencement of any overtime.

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

19.03 By mutual agreement of the Employer and Employee(s) money may be substituted for any of the meals.

19.04 Notwithstanding anything else in this article no meal allowance shall be payable on any scheduled ten (10) hour shift.

ARTICLE 20 PENALTIES FOR DELINQUENT REMITTANCES

20.01 All remittances for Union Dues, Union Initiation Fees, Vacation Pay, Holiday Pay, IBEW Health and Welfare Fund, IBEW Industry Improvement Fund, IBEW EAP, IBEW Training Fund, ECANB Association Fund and ECANB Training Fund, as provided for in various articles of this collective agreement, which are not remitted within the time period specified shall be subject to a penalty payable by the employer in the amount of 15% of the outstanding balance.

20.02 The Employee Hourly Package shall be distributed as requested by the Union:

- On signing of this agreement
- January 1, 2017
- January 1, 2018
- One other time between signing and December 31, 2018

ARTICLE 21 DURATION

21.01 This Agreement, which supersedes all others, written, expressed or implied, shall be in full force and effective from July 18, 2016 to and including December 31, 2018. The 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 one hundred twenty (120) nor less than thirty (30) calendar days prior to the termination date, of its desire to amend or terminate the Agreement.

21.02 Where a particular article or articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union, Employer and Association when deemed prudent. All such modification must be in writing and signed by the Union and Association. It is understood and agreed that where mutual agreement for such changes cannot be achieved, the request shall not be subject to either grievance or arbitration.

EXHIBIT "B"	
APPRENTICES RATES OF PAY AND QUALIFICATIONS	
QUALIFICATIONS	% RATE
New Apprentice	50%
1 st Year – Electrical Pre-Employment successfully completed & Block I exam successfully completed OR Block I successfully completed & all practical tasks associated with Block I in the progress book signed off by a Journeyman representing an Employer & 1800 hours worked.	60%
2 nd Year – All prerequisites of 1 st year and Block II successfully completed, all practical tasks associated with Block II in the progress record book signed off by a Journeyman representing an Employer and 3600 hours worked	70%
3 rd Year – All prerequisites of 2 nd year and Block III successfully completed, all practical tasks associated with Block III in the progress record book signed off by a Journeyman representing an Employer and 5400 hours worked	80%
4 th Year – All prerequisites of 3 rd year and Block IV successfully completed, all practical tasks associated with Block IV in the progress record book signed off by a Journeyman representing an Employer and 7200 hours worked	90%
Journeyman Status – Certificate of Completion of apprenticeship, Certificate of Qualification and a valid electrical license for the province of NB given as proof to Employer.	100%

In the event requirements are changed by Apprenticeship NB the new requirements will apply in the same proportion as stated above.

If a CQ has not been completed after 11,001 – 13,000 hours the apprentice will revert back to 80%. If a CQ has not been completed after 13,000 hours the apprentice will revert back to 70% and will remain at 70% until proof of CQ has been obtained.

APPENDIX "A"**TOOL LIST**

- 1 Adequate Tool Box
- 1 Steel Tape 16'
- 1 Claw Hammer – Commercial Only
- 1 Hacksaw Frame
- 1 Keyhole Saw – Commercial Only
- 1 Crescent Wrenches not over 12" (formerly 2)
- 1 Small Set Allen Wrenches
- 1 Electricians Pliers 9" (Klein)
- 1 Channel Lock Pliers 11" (Klein)
- 1 Needle Nose Pliers
- 2 Flat Screwdrivers, small, large
- 3 Robinson Screwdrivers, Nos. 6, 8, 10
- 1 Electricians knife
- 1 Centre Punch
- 1 Torpedo Level
- 1 Set Phillips Screwdrivers
- 1 Set 3/8" Drive, Ratchet, Extension, Sockets 1/4" to 3/4"
- 1 600 Volt Tester
- 1 Side cutters (Diagonal Pliers)
- 4 Combination or Speed Wrenches (7/16", 1/2", 9/16", 3/4")

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.

SECTION B

APPLICABLE TO CLASSIFICATION OF WORK

INDUSTRIAL ONLY

ARTICLE 22 UNION REPRESENTATION

22.01 The Steward shall receive the Foreman rate of pay for handling thirty (30) or more employees and shall, at the discretion of the Business Manager, become a non-working steward at forty-five (45) employees.

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

When on a job three (3) Employees or less are working overtime and the Shop Steward was not part of this job activity during working hours he or she shall be empowered to name for this period a Shop Steward from among the Employees who are working overtime for this period.

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

ARTICLE 23 HOURS OF WORK

23.01 The regular work week shall be five (5) 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.

23.02 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.

23.03 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 and last shift, the Employee's work shall be paid at overtime rates.

23.04 From Monday to Friday: Any scheduled shift which commences between the hours of 8:00 a.m. and 4:30 p.m. shall be worked at 100% of the Journeyman rate. Any scheduled shift which commences outside these hours shall be at 125% of the Journeyman rate. Any previously unscheduled overtime which follows or precedes a scheduled eight hour shift shall be at double the rate paid on that scheduled shift.

On Saturday and Sunday: Any scheduled shift which commences between the hours of 8:00 a.m. and 4:30 p.m. shall be worked at 200% of the Journeyman rate. Any scheduled shift which commences outside these hours shall be at 250% of the Journeyman rate.

Where two consecutive scheduled twelve hour shifts take place on the same day, employees shall receive two paid 20 minute meal breaks scheduled as close as possible to the four hour and eight hour points in the shift.

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 or she shall receive a minimum of three hours at the prevailing rate.

23.05 Shift work as described above is to be considered as a continuous operation for a minimum of three (3) consecutive working days. In the event that shifts are of a shorter duration than three (3) consecutive working days, overtime rates of pay will apply.

23.06 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 eight (8) hours if applicable.

23.07 All Employees shall be at their place of work with their tools at the starting time of their shift. All tradesmen and Apprentices shall be allowed ten (10) minutes to collect their tools at the end of their assigned workday.

23.08 No Employee shall work for another Employer or do electrical work on his or her own account while in the employ of the Employer.

23.09 Journeymen shall install all electrical work in accordance with Municipal Rule, Code Requirements, Contract Specifications, in a safe and workmanlike manner.

23.10 The Union shall not supply members to any company or Employer who is not a party of this or any recognised IBEW Agreement.

23.11 When it is mutually advantageous for the Union and an Employer on a particular job site to change the above noted hours of work or holidays or to institute a compressed work week the Union and the Employer shall meet and establish the conditions to be implemented and when such changes are agreed they shall not be deemed a violation of this agreement.

ARTICLE 24 RATES OF PAY & OVERTIME (JOURNEYMEN) INDUSTRIAL

24.01 Effective July 18, 2016 to and including December 31, 2016: \$41.53
Effective January 1, 2017 to and including December 31, 2017: \$TBD
Effective January 1, 2018 to and including December 31, 2018: \$TBD

24.02 All overtime is voluntary and the Employer shall distribute overtime fairly among the Union Employees.

24.03 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. If it is cancelled by the Employer, each Employee shall receive one (1) hour pay.

24.04 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 or her regular day's work is impossible, if required by his or her Employer to report for work at the regular starting time he or she shall be paid at the rate of double time for his or her regular hours of work, or until he or she is able to have a period of eight (8) hours of rest. However, should the Employee wish to start at his or her regular hours without being required to do so by his or her Employer, he or she shall be allowed to do so at his or her regular straight time rate of pay.

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

On each job employing up to five (5) Employees, one (1) Employee will be a Foreman, who will be permitted to work with the tools. After five (5) Employees, he or she will be a non-working Foreman.

A Foreman shall not supervise more than ten (10) Employees with the exception of cable crews, when necessary to facilitate pulling long and/or large cable runs and in the case of crew build-up.

On appointment of a third (3rd) Foreman on a job, a General Foreman will be appointed.

24.06 Double time shall be paid for the following holidays, when worked:

New Year's Day	Good Friday
Victoria Day	Christmas Day
Boxing Day	Canada Day
Thanksgiving Day	Remembrance Day
Labour Day	New Brunswick Day

Where a holiday falls on a Saturday or Sunday it shall be observed on the immediate following Monday. Where two holidays fall on the Saturday and Sunday of the same weekend they shall be observed on the immediate following Monday and Tuesday.

When employees are working a scheduled four (4) day x ten (10) hour shift and a holiday falls on a Friday, the holiday will be observed the following Monday, or Tuesday if Monday is a holiday.

ARTICLE 25 BREAK PERIODS

25.01 All Employees shall be entitled to a ten (10) minute paid break in the first (1st) and second (2nd) half shift occurring in accordance with operating requirements and in a manner and place specified by the Employer, but close to the midpoint of each half shift. 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.

25.02 If Employees should 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.

25.03 If an Employee should work during his or her lunch break 12:00 noon to 12:30 p.m. or other project-specific lunch break he or she shall be paid in accordance with normal overtime rates until such time that he or she is able to receive a fifteen (15) minutes paid break.

ARTICLE 26 APPRENTICES

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

26.02 The ratio of Apprentice to Journeyman shall be one (1) Apprentice to three (3) Journeymen.

26.03 At the discretion of the Business Manager Third (3rd), Fourth (4th) and Fifth (5th) year Apprentices only may be referred to Industrial sites.

26.04 The hourly rate of pay for Apprentices shall be as per Exhibit "B".

26.05 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.

26.06 Any apprentice who has completed one year at a technical or vocational school, has successfully completed Block I, and wishes to enter the trade will be credited with one thousand (1000) hours upon completion of eight thousand (8000) hours actually worked at the trade. An apprentice who has completed a forty (40) week pre-employment course and has successfully challenged the Block I examination in the Construction Electrician trade shall be credited with 1800 hours upon registration.

26.07 Upon the coming into force of this collective agreement no apprentice shall have his or her pay reduced to an amount less than he or she was receiving under the previous agreement.

ARTICLE 27 SHELTER

27.01 Employers shall furnish a room reasonably heated to 65 degrees Fahrenheit, for Employees to change their clothes and eat their lunch. Employees shall be responsible for maintaining the room in a neat and tidy condition. Material shall not be stored in the lunch area and no work shall be performed in the lunch area.

27.02 The Employer shall supply adequate and sanitary drinking water and ice when conditions warrant. The job shed will include a place to wash with paper towels and hand cleaner provided and toilet facilities made available.

27.03 Employers shall also furnish a dry shed/room for the safe keeping of Employees tools. The tool shed/room shall be kept locked during both working and non-working hours.

27.04 The Employer shall provide at his or her expense fire and theft insurance to cover all tools belonging to the Employee subject to sub-article 17.01. Such coverage shall be a maximum of Four Hundred Fifty Dollars (\$450.00) per incident.

27.05 The above insurance will only apply while the Employee's tools are under the protection of the Employers' lock and key. Liability shall relate only to tools on the list of tools filed by the Employee on the commencement of or during the course of his or her work; a claim must be filed within two (2) working days of the loss, damage or destruction unless good reason can be shown for not having done so.

27.06 All legitimate claims shall be satisfied within five (5) working days. Wherever possible, name brand tools will be replaced with the same name brand tools.

27.07 The Employer shall furnish adequate equipment (garbage cans, brooms, dustbane, mops, bucket) with which the lunch room may be kept cleaned.

ARTICLE 28 ROOM, BOARD & TRAVEL

28.01 There will be a "Free Zone" consisting of forty (40) road kilometers in all directions from the Rothesay Avenue Post Office, Saint John, NB. The Point Lepreau Project Site is to be considered outside the Free Zone.

28.02 Employees working on any job or project described in Section "A" sub-article 2.11 and which is located inside the "Free Zone" described in sub-article 28.01 shall not be entitled to any Room, Board & Travel Allowance.

28.03 Effective July 18, 2016 to and including December 31, 2018, Employees working on any job or project described in Section A, sub-article 2.11 and which is located outside the "Free Zone" described in sub-article 28.01 shall be entitled to a Room, Board and Travel Allowance of Ninety Dollars (\$90.00) per day worked or reported for work.

28.04 Effective July 18, 2016 to and including December 31, 2018, if an Employee leaves the job site or project of his own volition, the Room Board and Travel Allowance of Ninety Dollars (\$90.00) per day worked or reported for work as described on sub-article 28.03 shall be pro-rated at Eleven Dollars and Twenty-Five Cents (\$11.25) per hour worked.

28.05 The pro-rated Room, Board & Travel Allowance shall never exceed the amounts shown in sub-article 28.03. The parties to this agreement shall discuss matters pertaining to ten (10) hour shifts via the Joint Management Labour Committee process.

28.06 If Employees are not notified in advance by the Employer that work is NOT available and Employees show up on the job site or project and are then sent home by the Employer, the Employee shall be compensated for a full day by the amount shown in sub-article 28.03.

28.07 When an Employer requests Employees and they are not available from the Union and it becomes necessary to bring them in from other jurisdictions they shall be entitled to the Room, Board and Travel allowance shown in sub-article 28.03.

ARTICLE 29 HEIGHT PAY & HAZARDOUS PAY

ARTICLE 30 ABNORMAL CONDITIONS:

29.01/30.01 The parties have agreed, effective October 27, 1986, to a one-time "buy-out" of Article 29 "Height Pay & Hazardous Pay" and Article 30 "Abnormal Conditions" in exchange for a total of One Dollar (\$1.00) per hour.

HISTORICAL NOTE: Effective October 27, 1986, the "Total of One Dollar (\$1.00)" shown above in Article 29 "Height Pay & Hazardous Pay" and Article 30 "Abnormal Conditions" has, at the request of the Union, been included in Section "D", Article 38, "Welfare, Industry Improvement & Association Funds", and it is further agreed and understood by the parties that the aforementioned "Total of One Dollar (\$1.00)" is **NOT** subject to increase by the application of the overtime provision.

SECTION C

APPLICABLE TO CLASSIFICATION OF WORK

COMMERCIAL ONLY

ARTICLE 31 HOURS OF WORK

31.01 The regular work week shall consist of forty (40) hours worked Monday through Friday. The unpaid lunch break will consist of one-half (½) hour (30 minutes) to be taken as near as possible to the mid-point of the days work.

31.02 A two (2) shift operation shall be worked if required and no premiums shall be paid.

31.03 Employees who report to work at the Shop or Job Site without having been told in advance not to report shall be given work or pay equivalent to one (1) hour pay at regular rate.

31.04 All Employees shall be at their Employer's shop or job office(s) with their tools at the starting time of their shift. All Tradesmen and Apprentices shall be allowed ten (10) minutes to collect their tools at the end of their assigned workday.

31.05 Journeymen shall install all electrical work in accordance with Municipal Rule, Code Requirements and Contract Specifications, in a safe and workmanlike manner.

ARTICLE 32 RATES OF PAY (JOURNEYMEN) COMMERCIAL

32.01 Effective July 18, 2016 to and including December 31, 2016: \$41.53
Effective January 1, 2017 to and including December 31, 2017: \$TBD
Effective January 1, 2018 to and including December 31, 2018: \$TBD

ARTICLE 33 OVERTIME

33.01 Overtime shall only be worked in cases of emergency or service work.

33.02 Overtime when worked shall be paid at double the basic hourly rate.

33.03 Double the basic hourly rate shall be paid for the following holidays when worked:

- | | |
|-------------------|-----------------|
| New Year's Day | Good Friday |
| Victoria Day | Christmas Day |
| Boxing Day | Canada Day |
| Thanksgiving Day | Remembrance Day |
| New Brunswick Day | Labour Day |

Where a holiday falls on a Saturday or Sunday it shall be observed on the immediate following Monday. Where two holidays fall on the Saturday and Sunday of the same weekend they shall be observed on the immediate following Monday and Tuesday.

ARTICLE 34 SUPERVISION

34.01 The Employer shall be responsible for, and provide at his or her sole discretion, proper supervision to guide and direct the working force.

ARTICLE 35 BREAK PERIODS

35.01 Employees shall be given a paid work break not to exceed ten (10) minutes on the 1st and 2nd half of each shift, subject to the Employers operating requirements and in the manner specified by the Employer, but close to the mid-point of each half shift. The break shall be taken at or adjacent to the Employees "place of work" unless otherwise agreed by the Employer and Employee(s).

35.02 The parties will cooperate to ensure that no more than ten (10) minutes are lost from production and agree that any abuse of the break system by any Employee will be just cause for discipline.

35.03 If Employees are requested to work overtime, they shall be entitled to a twenty (20) minute break period before commencing the overtime work.

ARTICLE 36 APPRENTICES

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

36.02 The ratio of Apprentice to Journeyman shall be one (1) Apprentice to two (2) local Journeymen.

It is further agreed that the Business Manager may amend the ratio to permit a greater number of Apprentices to Journeymen.

36.03 The hourly rates of pay for Apprentices shall be as per Exhibit "B".

36.04 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.

36.05 Any apprentice who has completed one year at a technical or vocational school, has successfully completed Block I, and wishes to enter the trade will be credited with one thousand (1000) hours upon completion of eight thousand (8000) hours actually worked at the trade. An apprentice who has completed a forty (40) week pre-employment course and has successfully challenged the Block I examination in the Construction Electrician trade shall be credited with 1800 hours upon registration.

36.06 Upon the coming into force of this collective agreement no apprentice shall have his or her pay reduced to an amount less than he or she was receiving under the previous agreement.

ARTICLE 37 SHELTER

37.01 Employers shall furnish a room, reasonably heated (65 degrees) for Employees to change their clothes and eat their lunch. Employees shall be responsible for maintaining the room in a neat and tidy condition. Materials shall not be stored in the lunch room and no work shall be performed in the lunch room.

37.02 Employers shall furnish adequate equipment (garbage cans, brooms, dust bane, mops, bucket, paper towels and hand cleaner) with which the lunch room may be kept clean and toilet facilities.

SECTION D

REMITTANCES

CLASSIFICATION OF WORK INDUSTRIAL ONLY

ARTICLE 38 WELFARE, INDUSTRY IMPROVEMENT, AND ASSOCIATION FUNDS

38.01 During the term of this Collective Agreement, the Employer shall before the fifteenth (15th) day of each and every month during the said term, file with the person designated by the Union to be the Administrator, a complete and detailed report showing the total man hours worked in the union during the previous calendar month by each of the members in the union which shall include all "key-men" in its employ, together with a cheque in the amount found by multiplying the said hours by the appropriate sum as listed below. The remittance period for all funds will begin with the first (1st) Sunday of each month.

HISTORICAL NOTE: Effective October 27, 1986, the total sum of One Dollar (\$1.00) which constitutes a one-time "buy-out" of both Articles 29 "Height Pay & Hazardous Pay" and Article 30 "Abnormal Conditions" is included in the figures shown below and is **NOT** subject to increase by the application of the overtime provision.

- (a) For each hour worked at the regular rate of pay from July 18, 2016 to and including December 31, 2016 in a sum found by multiplying the said hours by \$10.40.
- (b) For each hour worked at double time from July 18, 2016 to and including December 31, 2016 in a sum found by multiplying the said hours by \$19.30.
- (c) For each hour worked at the regular rate of pay from January 1, 2017 to and including December 31, 2017 in a sum found by multiplying the said hours by \$TBD.
- (d) For each hour worked at double time from January 1, 2017 to and including December 31, 2017 in a sum found by multiplying the said hours by \$TBD.
- (e) For each hour worked at the regular rate of pay from January 1, 2018 to and including December 31, 2018 in a sum found by multiplying the said hours by \$TBD.
- (f) For each hour worked at double time from January 1, 2018 to and including December 31, 2018 in a sum found by multiplying the said hours by \$TBD.

38.02 The Administrator and the Union shall be solely responsible for the administration of the funds in accordance with Article 38.01.

38.03 The Administrator shall forward to the Association by the thirtieth (30th) day of each and every month during the term of this Agreement, a complete and detailed report showing the total man hours worked in the union during the previous calendar month by each of the Employers together with a cheque in an amount equal to the total employee hours worked by all members of the Union, employed by the Employers on that date, shown on the Employers' reports, from July 18, 2016 to and including December 31, 2018 multiplied by twenty-five cents (\$0.25). These funds shall be known as the Association Fund-

38.04 The balance of the funds remitted pursuant to Article 38.01 excepting those paid to the Association pursuant to article 38.03 shall be utilized, invested and expended for the welfare of the Employees and the Union, in such manner as the Union shall determine.

ARTICLE 39 ASSOCIATION/UNION TRAINING FUNDS

39.01 Effective July 18, 2016 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 Employee hours shown on the report filed pursuant to article 38.01 by eighty cents (\$0.80) 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.

39.02 The aforementioned respective "Association/Union" Training Funds are intended to be used exclusively to provide Education and Training for the benefit of:

- (a) "ASSOCIATION": member Contractors and/or Employees of the "Association"
- (b) "UNION": members and/or Employees of Local Union 502 IBEW

Copies of the aforementioned Trust Agreements shall be exchanged between the parties within fifteen (15) days of the signing of this Collective Agreement.

It is further agreed that two (2) members of the Association will be included in the Trustees of the Union Training Fund.

39.03 The aforementioned eighty cents (\$0.80) together with all other funds received from any source for such purpose will be divided as follows:

- (a) Association Training Fund: twenty-five cents (\$.25)
- (b) Union Training Fund: fifty-five cents (\$0.55)

39.04 The Union shall forward to the Association office by the thirtieth (30th) day of each and every month during the term of this Agreement, an amount equal to the total Employee hours worked by all members of the Union, employed by the Employers to that date, as shown on the Employers' Remittance sheets multiplied by twenty-five cents (\$.25). These funds shall be known as the Association Training Fund.

39.05 LOCAL UNION 502 IBEW
26 Kiwanis Court
Saint John, NB, E2K 4L2
Telephone: (506) 635-8535
Business Manager: Jean-Marc Ringuette

39.06 ELECTRICAL CONTRACTORS ASSOCIATION OF NEW BRUNSWICK INC.
62 Durelle Street
Fredericton, NB, E3C 0G2
Telephone: (506) 452-7627
Executive Director: Christina Nardiello

ARTICLE 40 EMPLOYEE ASSISTANCE PROGRAM (EAP)

40.01 Effective July 18, 2016 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 on behalf of employees a sum found by multiplying the number of Employee hours on the report filed pursuant to sub-article 38.01.

- For each hour worked at the regular rate fifteen cents (\$0.15) per hour.
- For each hour worked at double time rate thirty cents (\$0.30) per hour.

40.02 The parties additionally agree that:

- There shall be no Employer contribution to the Union-administered EAP.
- No member of Local 502 shall be employed by the Union-administered EAP
- The Union-administered EAP shall be subject to an independent financial audit as soon as possible following the end of each calendar year and a copy of the auditor's report shall be provided to the Association immediately upon receipt by the Union.
- All funds accumulated by the existing joint trusteeship EEAP as of the date of signing of this collective agreement shall be used exclusively for purposes of the Union-administered EAP forever.

ARTICLE 41 DRUG & ALCOHOL (D & A) TESTING FUND

41.01 Effective July 18, 2016 and during the balance of the term of this collective agreement, the Employer shall before the fifteenth (15th) day of each and every month during the said term, file with the person designated by the Union to be the administrator, a sum found by multiplying the number of Employee hours on the report filed pursuant to sub-article 38.01.

- For each hour worked, ten cents (\$0.10) per hour.

41.02 The parties additionally agree that:

The Union shall provide to the Association annual documentation, via an Independent Auditors Letter, showing the annual revenue, expenses, and current balance related to the usage of the Drug & Alcohol Testing Fund, following the Union's annual audit period. Upon review, the Association may request the Union conduct a full audit of the fund.

41.03 The Administrator and the Union shall be solely responsible for the administration of the funds in accordance with article 41.01.

SECTION E

REMITTANCES

CLASSIFICATION OF WORK COMMERCIAL ONLY

ARTICLE 42 WELFARE, INDUSTRY IMPROVEMENT, AND ASSOCIATION FUNDS

42.01 During the term of this Collective Agreement, the Employer shall before the fifteenth (15th) day of each and every month during the said term, file with the person designated by the Union to be the administrator, a complete and detailed report showing the total man hours worked in the union during the previous calendar month by each of the members in the union which shall include all "key-men" in its employ, together with a cheque in the amount found by multiplying the said hours by the appropriate sum as listed below. The remittance period for all funds will begin with the first (1st) Sunday of each month.

HISTORICAL NOTE: Effective October 27, 1986, the total sum of One Dollar (\$1.00) which constitutes a one-time "buy-out" of both Articles 29 "Height Pay & Hazardous Pay" and Article 30 "Abnormal Conditions" is included in the figures shown below and is **NOT** subject to increase by the application of the overtime provision.

- (a) For each hour worked at the regular rate of pay from July 18, 2016 to and including December 31, 2016 in a sum found by multiplying the said hours by \$10.40.
- (b) For each hour worked at double time from July 18, 2016 to and including December 31, 2016 in a sum found by multiplying the said hours by \$19.30.
- (c) For each hour worked at the regular rate of pay from January 1, 2017 to and including December 31, 2017 in a sum found by multiplying the said hours by \$TBD.
- (d) For each hour worked at double time from January 1, 2017 to and including December 31, 2017 in a sum found by multiplying the said hours by \$TBD.
- (e) For each hour worked at the regular rate of pay from January 1, 2018 to and including December 31, 2018 in a sum found by multiplying the said hours by \$TBD.
- (f) For each hour worked at double time from January 1, 2018 to and including December 31, 2018 in a sum found by multiplying the said hours by \$TBD.

NOTE: APPRENTICES, FOR CONTRIBUTIONS REFER TO EXHIBIT "B"

42.02 The Administrator and the Union shall be solely responsible for the administration of the funds in accordance with article 42.01.

42.03 The Administrator shall forward to the Association by the thirtieth (30th) day of each and every month during the term of this Agreement, a complete and detailed report showing the total man hours worked in the union during the previous calendar month by each of the Employers together with a cheque in an amount equal to the total Employee hours worked by all members of the Union, employed by the Employers to that date, as shown on the Employers' reports from July 18, 2016 to and including December 31, 2018 multiplied by twenty-five cents (\$0.25). These funds shall be known as the Association Fund.

42.04 The balance of the funds remitted pursuant to Article 42.01 excepting those paid to the Association pursuant to Article 42.03 shall be utilized, invested and expended for the welfare of the Employees and the Union, in such manner as the Union shall determine.

ARTICLE 43 ASSOCIATION/UNION TRAINING FUNDS

43.01 Effective July 18, 2016 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 Employee hours shown on the report filed pursuant to Article 42.01 by:

- (a) Association Training Fund: two cents (\$.02)
- (b) Union Training Fund: fifteen cents (\$0.15)

which said funds, together with all other funds received from any source for such purposes, shall constitute the Association/Union Training funds to be administered, as provided by Trust Agreements on file at the Association/Union offices.

Copies of the aforementioned Trust Agreements shall be exchanged between the parties within fifteen (15) days of the signing of this Collective Agreement.

It is further agreed that two (2) members of the Association will be included in the Trustees of the Union Training Fund.

43.02 The aforementioned respective "Association/Union" Training Funds are intended to be used exclusively to provide Education and Training for the benefit of:

- (a) "ASSOCIATION": member Contractors and/or Employees of the "Association"
- (b) "UNION": members and/or Employees of Local Union 502 IBEW

43.03 The Union shall forward to the Association office by the thirtieth (30th) day of each and every month during the term of this Agreement, an amount equal to the total Employee hours worked by all members of the Union, employed by the Employers to that date, as shown on the Employers remittance sheets multiplied by two cents (\$.02). These funds shall be known as the Association Training Funds.

43.04 LOCAL UNION 502 IBEW
26 Kiwanis Court
Saint John, NB, E2K 4L2
Telephone: (506) 635-8535
Business Manager: Jean-Marc Ringuette

43.05 ELECTRICAL CONTRACTORS ASSOCIATION OF NEW BRUNSWICK, INC.
62 Durelle Street
Fredericton, NB, E3C 0G2
Telephone: (506) 452-7627
Executive Director: Christina Nardiello

ARTICLE 44 EMPLOYEE ASSISTANCE PROGRAM (EAP)

44.01 Effective July 18, 2016 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 on behalf of employees a sum found by multiplying the number of Employee hours on the report filed pursuant to sub-article 42.01.

- For each hour worked at the regular rate fifteen cents (\$0.15) per hour.
- For each hour worked at double time rate thirty cents (\$0.30) per hour.

44.02 The parties additionally agree that:

- There shall be no Employer contribution to the Union-administered EAP.
- No member of Local 502 shall be employed by the Union-administered EAP
- The Union-administered EAP shall be subject to an independent financial audit as soon as possible following the end of each calendar year and a copy of the auditor's report shall be provided to the Association immediately upon receipt by the Union.
- All funds accumulated by the existing joint trusteeship EEAP as of the date of signing of this collective agreement shall be used exclusively for purposes of the Union-administered EAP forever.

LOCAL 502
CATEGORY OF WORK: COMMERCIAL

	Previous	July 18, 2016	January 1, 2017	January 1, 2018
Basic Hourly Rate	\$40.78	\$41.53	\$TBD	\$TBD
Vacation and Holiday Pay @ 11%	\$4.49	\$4.57	\$TBD	\$TBD
IBEW Welfare and Pension Fund	\$9.90	\$9.90	\$TBD	\$TBD
EMPLOYEE HOURLY PACKAGE	\$55.17	\$56.00	\$56.84	57.69
IBEW Industry Improvement Fund	\$.25	\$.25	\$.25	\$.25
IBEW EAP	\$.15	\$.15	\$.15	\$.15
IBEW Training Fund	\$.03	\$.15	\$.15	\$.15
IBEW D & A Fund	N/A	\$0.00	\$0.00	\$0.00
ECANB Training Fund	\$.02	\$.02	\$.02	\$.02
ECANB Safety Training Fund	\$.12	\$0.00	\$0.00	\$0.00
ECANB Association Fund	\$.25	\$.25	\$.25	\$.25
GROSS HOURLY PACKAGE	\$55.99	\$56.82	\$57.66	58.51

**LOCAL 502 IBEW
CATEGORY OF WORK: INDUSTRIAL**

	Previous	July 18, 2016	January 1, 2017	January 1, 2018
Basic Hourly Rate	\$40.78	\$41.53	\$TBD	\$TBD
Vacation and Holiday Pay @ 11%	\$4.49	\$4.57	\$TBD	\$TBD
IBEW Welfare and Pension Fund	\$9.90	\$9.90	\$TBD	\$TBD
EMPLOYEE HOURLY PACKAGE	\$55.17	\$56.00	\$56.84	\$57.69
IBEW Industry Improvement Fund	\$.25	\$.25	\$.25	\$.25
IBEW EAP	\$.15	\$.15	\$.15	\$.15
IBEW Training Fund	\$.25	\$.55	\$.55	\$.55
IBEW D & A Fund	N/A	\$.10	\$.10	\$.10
ECANB Training Fund	\$.25	\$.25	\$.25	\$.25
ECANB Safety Training Fund	\$.12	\$.00	\$.00	\$.00
ECANB Association Fund	\$.25	\$.25	\$.25	\$.25
GROSS HOURLY PACKAGE	\$56.44	\$57.55	\$58.39	\$59.24

**LOCAL 502 IBEW MARKET RECOVERY WAGE PACKAGE
July 18, 2016 to December 31, 2016**

	1T	1.5T	2T
Basic Hourly Rate	\$25.46	\$38.18	\$50.92
Vacation and Holiday Pay @ 9%	\$2.29	\$3.44	\$4.58
IBEW Welfare and Pension	\$6.17	\$9.26	\$12.34
EMPLOYEE HOURLY PACKAGE	\$33.92	\$50.88	\$67.84
IBEW Industry Improvement	\$0.25	\$0.25	\$0.25
IBEW EEAP	\$0.00	\$0.00	\$0.00
IBEW Training Fund	\$0.00	\$0.00	\$0.00
ECANB Training Fund	\$0.00	\$0.00	\$0.00
ECANB Association Fund	\$0.25	\$0.25	\$0.25
GROSS HOURLY PACKAGE	\$34.42	\$51.38	\$68.34

**LOCAL 502 IBEW MARKET RECOVERY WAGE PACKAGE
January 1, 2017 to December 31, 2017**

	1T	1.5T	2T
Basic Hourly Rate	\$TBD	\$TBD	\$TBD
Vacation and Holiday Pay @ 9%	\$TBD	\$TBD	\$TBD
IBEW Welfare and Pension	\$TBD	\$TBD	\$TBD
EMPLOYEE HOURLY PACKAGE	\$34.42	\$51.63	\$68.84
IBEW Industry Improvement	\$0.25	\$0.25	\$0.25
IBEW EEAP	\$0.00	\$0.00	\$0.00
IBEW Training Fund	\$0.00	\$0.00	\$0.00
ECANB Training Fund	\$0.00	\$0.00	\$0.00
ECANB Association Fund	\$0.25	\$0.25	\$0.25
GROSS HOURLY PACKAGE	\$34.92	\$52.13	\$69.34

**LOCAL 502 IBEW MARKET RECOVERY WAGE PACKAGE
January 1, 2018 to December 31, 2018**

	1T	1.5T	2T
Basic Hourly Rate	\$TBD	\$TBD	\$TBD
Vacation and Holiday Pay @ 9%	\$TBD	\$TBD	\$TBD
IBEW Welfare and Pension	\$TBD	\$TBD	\$TBD
EMPLOYEE HOURLY PACKAGE	\$34.92	\$52.38	\$69.84
IBEW Industry Improvement	\$0.25	\$0.25	\$0.25
IBEW EEAP	\$0.00	\$0.00	\$0.00
IBEW Training Fund	\$0.00	\$0.00	\$0.00
ECANB Training Fund	\$0.00	\$0.00	\$0.00
ECANB Association Fund	\$0.25	\$0.25	\$0.25
GROSS HOURLY PACKAGE	\$35.42	\$52.88	\$70.34

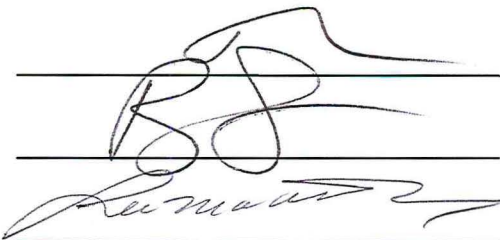
ATTESTATION

IN WITNESS WHEREOF the Association and Local Union 502 IBEW have caused these presents to be executed by their respective duly authorized officers this July 8th, 2016.

**ELECTRICAL CONTRACTORS ASSOCIATION
OF NEW BRUNSWICK INC.
Industrial Relations Committee**

WITNESS





LOCAL UNION 502 IBEW

WITNESS





