

# COLLECTIVE AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 625  
(EMPLOYER)

-and-

BAKERY, CONFECTIONERY, TOBACCO  
WORKERS AND GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 406  
(UNION)

Effective Date: September 29, 2022

Expiry Date: September 29, 2025

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**ARTICLE 1 - PURPOSE:**

- 1.01 The general purpose of this agreement is to maintain a harmonious relationship between the Employer and its employees, to provide means for the prompt and equitable disposition of any grievance that may arise and to maintain satisfactory working conditions and rates of pay for all employees who are subject to its provisions.

**ARTICLE 2 - RECOGNITION:**

- 2.01 The Employer recognizes the Union as sole Collective Bargaining Agent for the office employees of IBEW, Local 625 as set out by the Labour Relations Board of Nova Scotia Order Number 4655.

**ARTICLE 3 - RELATIONSHIP:**

- 3.01 The Union agrees that there will be no Union activity on the Employer's premises without the authorization of the Business Manager.
- 3.02 No verbal or written agreement inconsistent with the provisions of this Collective Agreement will be made between the Employer and any employee(s) during the term of this agreement.

**ARTICLE 4 - MANAGEMENT FUNCTIONS:**

- 4.01 The Union recognizes that it is the exclusive right of the Employer to direct the work force, hire, transfer, classify, layoff, promote, demote, or discharge, for just cause.
- 4.02 The Union further recognizes the right of the Employer to operate and manage its business in all aspects in accordance with its obligations and pursuant to its policies, and to make and alter rules and regulations which shall not be inconsistent with the provisions of this Agreement.
- 4.03 The Employer acknowledges that any actions in the exercising of its rights found to be in conflict with provisions of this Agreement may be the subject of a grievance dealt with as in hereinafter provided.

**ARTICLE 5 - UNION SECURITY:**

- 5.01 The Employer will honour a signed authorization form for the deduction of dues from an employee's pay, as a condition of employment.
- 5.02 The Employer further agrees to remit the amounts deducted in conformity with Section 1 above of the tenth (10<sup>th</sup>) day of the following month by cheque payable to the Union.

**ARTICLE 6 - STRIKES AND LOCKOUTS:**

- 6.01 During the term of this Agreement or any extension thereof, there shall be no cessation, retarding, or stoppage of work because of any dispute arising from any cause whatsoever by the Employees, either collectively or individually. There shall be no lockout or suspensions of duties of work during the term of this Agreement or any extension thereof by the Employer contrary to the Trade Union Act of the Province of Nova Scotia.

**ARTICLE 7 - UNION COMMITTEES & STEWARDS:**

- 7.01 The Union acknowledges that employees have regular duties to perform for the Employer and are accountable for the quantity and quality of work. They may leave their regular work without suffering loss of pay only with the permission of the Business Manager or his delegate, and with the understanding that a privilege so granted will not be abused.

**ARTICLE 8 - GRIEVANCE PROCEDURE:**

A grievance is a misunderstanding concerning the interpretation of or alleged violation of this Agreement.

- 8.01 If an employee feels he/she has a grievance he/she must give his/her Business Manager an opportunity to deal with it. The Business Manager must deal with it within two (2) working days. No grievance shall be considered unless it is submitted within five (5) working days after the happening of the event which gives rise to the grievance.
- (a) Failing an answer or satisfactory settlement, the employee or designated Union representative shall submit the grievance in writing to the Business Manager or his designated representative, who shall meet with the Union representative and render a decision within three (3) working days.
  - (b) Failing an answer or satisfactory settlement, the grievance shall be then referred to an Arbitrator in accordance with Article 9 of this Agreement.
  - (c) Any of the time allowances provided in this Article may be extended by mutual agreement.

**ARTICLE 9 - ARBITRATION:**

- 9.01 No matter may be submitted to Arbitration unless settlement thereof has been attempted through the Grievance Procedure set forth in Article 8.
- 9.02 The Employer and Union shall agree on an Arbitrator within four (4) working days following the notice of arbitration given by one or the other party.

- 9.03 Should either party refuse to agree on an Arbitrator, such appointment shall be made and be final and binding by the Nova Scotia Minister of Labour.
- 9.04 The decision of the Arbitrator shall be given within fourteen (14) days and shall be final and binding on both parties. It is understood, however, that the Arbitrator shall not be authorized to make any decision inconsistent with the stipulations of this Agreement, nor to delete, alter or modify any part thereof.
- 9.05 The Employer and the Union agree to bear equally the fees and expenses of the Arbitrator appointed, subject to the provisions of the Nova Scotia Trade Union Act.

#### **ARTICLE 10 - DISCIPLINE:**

- 10.01 The right to discharge, or otherwise discipline employees shall remain at the discretion of the Employer, except that there shall be no discharge or discipline without just cause, and such action subject to the grievance procedure as outlined in Article 8.
- 10.02 The normal procedure in disciplining employees shall be firstly to verbally warn the employee and to record this warning on the employees record. Secondly to issue a written warning and to furnish a copy to the employee and a copy to the Union office. A repetition of the offence or another offence by the same employee automatically involves at least suspension. The length of such suspension is to be at the discretion of the Employer, but is not to exceed one week. A further repetition or incident automatically involves discharge or suspension on the first offence. This, of course, is subject to the grievance procedure. Where a suspension or discharge is involved, a Union Representative shall be called in to be present at the interview between the Employer and the employee. The Union Representative shall be informed of the suspension or discharge prior to the interview, where practical. Six (6) months after the issuing of a written warning, the warning will be automatically cancelled, and removed from the employees record. Twelve (12) months after the suspension, such suspension will automatically be cancelled, and removed from the employees record. A leave of absence will not be counted in these time periods.
- 10.03 Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of this discharge and the reason thereof.
- 10.04 The Employer shall pay any discharged employee all of his/her wages in full as soon as possible after his/her discharge after any liability owed by him/her to the Employer has been paid or satisfied.
- 10.05 Any employee found through the grievance procedure or arbitration to have been unjustly discharged, shall within three (3) working days after the date of the settlement or the decision of the arbitration be reinstated in his/her former position, with compensation to be decided by the Arbitrator, or by mutual agreement between the Employer and the Union.

#### **ARTICLE 11 - SENIORITY:**

- 11.01 (a) The purpose of seniority is to provide a policy governing promotions, transfers, lay-offs, and re-hiring. These matters shall be dealt with on the basis of seniority.

- (b) **PROBATIONARY EMPLOYEE:** New employees will be regarded as probationary employees for their first forty five (45) calendar days of employment. During this period employees will be on trial and may be suspended, laid off, recalled, or dismissed for just cause. The time limits set out above may be extended with mutual agreement between the Employer and the Union.
- 11.02 Seniority shall mean accumulated service with the Employer from the initial date of hire within a twelve month period. Seniority and employment shall terminate if an employee:
1. Quits;
  2. Is discharged for just cause and such discharge is not reversed through the grievance and arbitration procedure;
  3. Is laid off and not recalled to work within twelve months;
  4. Is absent from work for three (3) days without properly notifying the Employer unless a reason satisfactory to the Employer is given;
  5. Fails to return to work within five (5) working days of being recalled back to work by the Employer. However, if the employee is incapacitated from proven illness or injury at the time of being recalled then 11.02 will not apply.
- 11.03 Inability to work for a period not exceeding eighteen (18) months because of proven injury or illness shall not result in the loss of seniority rights. Time lost from work owing to illness or injury within the limits set out by this clause shall be included in the employee's seniority rating. If the Employer does not agree with the employee's doctor, they shall have the right to ask for a mutually agreed independent medical opinion.
- 11.04 Injury at work shall not result in the loss of any seniority rights and the employees concerned shall be reinstated to their former position, provided the employee is capable of performing their normal work duties.
- 11.05 A seniority list will be posted in January of each year, at the request of the Union.

**ARTICLE 12 - LAYOFF:**

- 12.01 Any employee who is laid off shall be retained on the seniority list for a period of twelve months.
- 12.02 The Employer will notify the employee at least two weeks prior to the effective date of layoff. In lieu of this two (2) weeks notice, the Employer may pay the employee two (2) weeks wages.
- 12.03 Selection of employees for demotion, layoff or transfer because of reduction in the workforce shall be based on seniority, provided the senior employee(s) demonstrate the necessary qualifications and ability to perform the job requirement within forty-five (45) calendar days.

**ARTICLE 13 - JOB VACANCIES:**

- 13.01 An interview and hiring process will be set up by the Employer.
- 13.02 All job vacancies will be posted in accordance with the Employers policy but first consideration will be given to present employees who apply for the posting.

**ARTICLE 14 - LEAVE OF ABSENCE:**

- 14.01 The Employer may at it's discretion, grant a leave of absence to an employee who is unable to work because he/she is sick or otherwise disabled, or by reason of urgent personal matter.
- 14.02 (a) Where the spouse, mother, father, grandparent, grandchild, brother, sister, step brother, step sister, or legal guardian of any employee dies, and such employee has completed their probationary period with the Employer, such employee shall not because of absence from work lose any pay during five (5) consecutive working days following the death.
- (b) Where the child of any employee dies and such employee has completed their probationary period with the Employer, such employee shall not, because of absence from work, lose any pay during ten (10) consecutive working days following the death.
- (c) Where the father-in-law or mother-in-law of any employee dies and such employee has completed their probationary period with the employer, such employee shall not, because of absence from work, lose any pay during three (3) consecutive working days following the death.
- (d) Where the brother-in-law, sister-in-law, aunt or uncle of any employee dies and such employee has completed their probationary period with the employer, such employee shall not, because of absence from work, lose any pay during two (2) consecutive working days following the death.
- 14.03 If any of the staff members are selected by the Nova Scotia Federation of Labour, Canadian Labour Congress or the Bakery, Confectionery, Tobacco Workers and Grain Millers international Union as a Representative or for an executive position that requires them to divorce themselves from the Employer as an employee, will be given the opportunity to arrange for a leave of absence provided the staff member has given the Employer one (1) month notice. Such leave of absence shall not exceed six (6) months.
- 14.04 The Employer will cover all expenses (travel, meals, room) and wages for employees selected to attend conferences, courses, conventions and meetings for the Employer - IBEW, Local 625.
- 14.05 A staff member serving Jury Duty or who has been subpoenaed as a witness for the Crown shall be compensated for any difference between the Jury fee or witness fee paid to them and their regular days pay.

- 14.06 Employees shall be permitted one (1) paid day per month to be taken as sick or personal days, which are to be used by the end of the year. Any days not used at the end of the year will then be paid out. Employees will be able to accumulate these days, but these days are not accumulative from year to year. Personal days are used for medical reasons for any employee or their children. Doctor certificates may be required by the Employer.

**ARTICLE 15 - SICKNESS/INJURY/DISABILITY BENEFITS INCOME PROTECTION PROGRAM:**

- 15.01 All employees, except casuals and probationary employees will be covered by the existing Benefit Plan the Employer has negotiated for it's members under the Construction Collective Agreement. The Benefit Plan will be fully paid by the Employer. Employees shall be entitled to an hour bank for the Health and Welfare Plan as is provided in the Welfare Plan for Local 625 members working under the Construction Collective Agreement.

**ARTICLE 16 - HOURS OF WORK, OVERTIME, ETC:**

- 16.01 The regular work week will consist of forty (40) hours to be worked in five (5) eight (8) hour days from Monday to Friday. These hours shall not be guaranteed.
- 16.02 The regular hours of work shall be 8:00am - 4:30pm, Monday - Friday, with an unpaid one-half (½) hour lunch break.
- 16.03 Employees shall be allowed a fifteen (15) minute rest period with pay in the morning and a fifteen (15) minute rest period with pay in the afternoon.
- 16.04 When an employee is requested to work overtime by the Business Manager, all hours worked after eight (8) Monday to Friday will be paid at time and one half (1½) the employees regular rate of pay. This time may be banked in an hour bank to be taken as time off, at the employees request, by mutual agreement of the employee and the Business Manager.
- 16.05 When an employee is requested to work overtime by the Business Manager, all hours worked on Saturday and Sunday will be paid at double the employees regular rate of pay. No employee will be compelled to work beyond four (4) hours overtime in each day from Monday to Friday.
- 16.06 Whenever requested to work overtime, employees shall be notified of the hours of overtime worked, whenever possible. At no time shall the overtime be less than one-half (½) hour.
- 16.07 A five (5) minute pack up will be provided at the end of each day.
- 16.08 When an employee is called back to work after leaving for the day the employee will be paid equivalent to the time worked including the normal time traveled to and from work for such overtime.



16.09 If an employee is requested by the Business Manager to work more than one (1) hour overtime, the employees shall be entitled to a ten (10) minute paid rest period at the end of their normal shift.

**ARTICLE 17 - PAID HOLIDAYS:**

17.01 The recognized holidays for the purpose of this Agreement shall be paid Holidays and shall include:

New Years' Day	7391706 National Day for Truth & Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve (½ day) (Mon-Fri)
Canada Day	Christmas Day
1 <sup>st</sup> Monday in August	Boxing Day
Labour Day	

17.02 The above Holidays shall be observed as per the days outlined in the Construction Collective Agreement.

17.03 Pay for employees required to work on the above Holidays will be at double time for all hours worked on the holiday plus pay for the Holiday.

**ARTICLE 18 - VACATION WITH PAY:**

18.01 Vacations with pay will be granted in accordance with the following schedule:

- (a) One (1) year of continuous service - two (2) weeks;
- (b) Five (5) years of continuous service - three (3) weeks;
- (c) Ten (10) years of continuous service - four (4) weeks;
- (d) Fifteen (15) years of continuous service - five (5) weeks;
- (e) Twenty (20) years of continuous service - six (6) weeks;
- (f) Twenty Two (22) years of continuous service or more a \$500.00 bonus paid in December per year.

18.02 Pay for vacations referred to in 18.01 will be at 2% per week of entitlement of the total earnings of the previous calendar year, or that provided under the Labour Standards Code of Nova Scotia, whichever is greater.

- 18.03 The vacation period will extend from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation, where practical, will be allocated by seniority with senior employees being given the first choice of vacation dates.
- 18.04 If a paid recognized holiday occurs during an employee's vacation, the employee may take an extra day at the end of their vacation or at another time, by mutual consent of the employee and the Business Manager.

**ARTICLE 19 - MISCELLANEOUS:**

- 19.01 The Employer agrees to make every reasonable provision for the safety and health of the employees. Dangerous practice and devices will be reported to the Business Manager and the Business Manager will take the necessary precautions to eliminate all hazards. It is agreed by the parties that First Aid and current WHMIS training will be provided by the employer.
- 19.02 (a) The Employer and the Union agree that they will not threaten, intimidate, unlawfully discriminate against an employee for reasons of the employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, color, national origin, political affiliation with a legitimate political party or for exercising any right under this Collective Agreement. No employee shall be subject to harassment of any kind.
- (b) The Employer agrees to use it's best effort to ensure that no employee is subjected to any undue personal harassment. If an employee complains of harassment the Business Manager will speak verbally to the individual. If the practice does not stop, a formal letter will be issued to the individual with a copy to the employee involved. If the practice still persists the individual in question will be called before the Executive Board for appropriate reprimand.
- 19.03 Rate of pay, classifications and hours of work for new positions shall be negotiated with the Union.
- 19.04 Employees who are required to work two (2) hours or more beyond their regular hours will be entitled to a meal allowance (reflected in the current IBEW 625 Collective Agreement) paid on that overtime.
- 19.05 A car allowance will be provided to employees for the use of their personal vehicle to do bank deposits, or whatever is required on a day to day basis. This allowance is to be adjusted as per the Treasury Board of Canada figures when they are published (usually twice per year).

**ARTICLE 20 - TECHNOLOGICAL CHANGE:**

- 20.01 Where the Employer introduces either new equipment or new procedures, it shall be the responsibility of the Employer to provide the necessary training to enable members of the bargaining unit to acquire the skills needed to carry out the new work assignment. All costs related to this training shall be born by the Employer, including meals and travel.

**ARTICLE 21 - PENSIONS:**

21.01 Except for probationary and casual employees the Employer will pay into a Registered Pension Plan #500386 for its employees based on: 18% of the employees yearly earnings.

**ARTICLE 22 - WAGES:**

22.01 CLASSIFICATIONS

Office Administrator

DATE	WAGE	PENSION	HEALTH & WELFARE	TOTAL PACKAGE
<u>8/29/22</u>	<u>\$30.30</u>	<u>\$5.45</u>	<u>\$3.72</u>	<u>\$39.47</u>
<u>8/29/23</u>	<u>\$31.21</u>	<u>\$5.62</u>	<u>\$3.72</u>	<u>\$40.55</u>
<u>8/29/24</u>	<u>\$32.15</u>	<u>\$5.79</u>	<u>\$3.72</u>	<u>\$41.66</u>

	8/29/22	8/29/23	8/29/24
Probationary Employees	\$24.93	\$25.68	\$26.45
Casual Employees	\$24.11	\$24.83	\$25.57

22.02 The responsibility of the bargaining unit employees shall include, but not be limited to, performing necessary work to carry out the day to day operation of IBEW, Local 625, and whatever other work which may arise from time to time that deals with the business of IBEW, Local 625, all of which is to be under the direction of the Business Manager. The bargaining unit employee responsible for the day to day financial transactions and bookkeeping for IBEW Local 625 shall do the same for the Electrical Training Trust Committee.

22.03 As the Office Administrators are now responsible for the duties requested by additional staff hired, for all additional entities held by IBEW Local 625, such as, but not limited to JATC, ETT, BTAC & WRP they shall receive an extra five hours of pay per week until such time as a third employee is hired.

22.04 A \$50.00 per month allowance or ½ of total bill owing, whichever is greater, will be paid to each employee to cover business use of personal phones.


22.05 An Office Administrator shall be paid Journeyman Commercial rate for every hour or portion thereof worked on dispatch, not to include recording of messages.

**ARTICLE 23 - DURATION**

23.01 The Agreement shall take full force and effect upon signing and shall remain in full force and effect to September 29, 2025, and be renewed automatically from year to year thereafter, unless one of the Parties give notice in writing to the other Party within sixty (60) days of the expire date of the Agreement to negotiate. Pursuant to such notice this Agreement remains in effect until a new Agreement is signed.

SIGNED THE 15 DAY OF DECEMBER, 2022.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION