

COLLECTIVE AGREEMENT

BETWEEN:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 1928, HALIFAX, N.S.
(Hereinafter referred to as "the Employer")

- and -

BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 406
(Hereinafter referred to as "the Union")

March 20, 2021 - March 19th, 2024

ARTICLE 1	PURPOSE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	RELATIONSHIP	3
ARTICLE 4	MANAGEMENT FUNCTIONS	3
ARTICLE 5	UNION SECURITY	3
ARTICLE 6	STRIKES AND LOCKOUTS	3
ARTICLE 7	UNION COMMITTEES AND STEWARDS	4
ARTICLE 8	GRIEVANCE PROCEDURE	4
ARTICLE 9	ARBITRATION	4
ARTICLE 10	DISCIPLINE	5
ARTICLE 11	SENIORITY	5
ARTICLE 12	LAY-OFFS	6
ARTICLE 13	JOB VACANCIES	6
ARTICLE 14	LEAVE OF ABSENCE	6
ARTICLE 15	SICKNESS/INJURY/DISABILITY	
	INCOME PROTECTION PROGRAM	7
ARTICLE 16	HEALTH & WELLNESS PLAN AND	
	DENTAL PLAN	8
ARTICLE 17	HOURS OF WORK, OVERTIME, ETC.	8
ARTICLE 18	PAID HOLIDAYS	9
ARTICLE 19	VACATIONS WITH PAY	9
ARTICLE 20	MISCELLANEOUS	10
ARTICLE 21	TECHNOLOGICAL CHANGE	10
ARTICLE 22	PENSIONS, LEAVE OF ABSENCE	10
ARTICLE 23	RETIREMENT AWARD	10
ARTICLE 24	WAGES	11
ARTICLE 25	DURATION	12
LETTER OF AGREEMENT 1		13

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 a 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 I.B.E.W., Local 1928 as set out by the Labour Relations Board of Nova Scotia Order Number 4257.

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.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The direction of the work force, including the right to hire, transfer, classify, lay-off, suspend, promote, demote, or discharge for just cause, is vested in the employer, subject to the employees' right to lodge a grievance.

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 of its policies, and to make and alter rules and regulations which shall not be inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

5.01 The Employer will honour a signed authorization form for the deduction of dues from an employees pay, as a condition of employment.

5.02 The Employer further agrees to remit the amounts deducted in conformity with Section 1 above on the tenth (10th) 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 suspension 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 an 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 then be 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.

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 disciplinary action 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 employee's 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 employee and the Employer Representative. The Union Representative shall be informed of the suspension or discharge prior to the interview, where practical. Two (2) months after the issuing of a written warning, the warning will be automatically cancelled, and removed from the employee's record. Six (6) months after the suspension, such suspension will automatically be cancelled, and removed from the employee's record. Leaves 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 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 The purpose of seniority is to provide a policy governing promotions, transfers, lay-offs, and rehiring and these matters shall be dealt with on the basis of seniority.

11.02 Seniority shall mean accumulated service with the Employer from the initial date of hire. Seniority shall be considered broken and all rights forfeited if (1) an employee is discharged and such discharge is not reversed through the grievance and arbitration procedure; (2) leaves the Employer of his/her own accord.

11.03 Inability to work for a period not exceeding twelve (12) 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.

ARTICLE 12 - LAYOFFS

12.01 Any employee who is laid off shall be retained on the seniority list for a period of twelve (12) months.

12.02 The Employer will notify the Union at least sixty (60) days prior to the effective date of layoff of designated employee(s).

12.03 Selection of employees for demotion, layoff or transfer because of reduction in the work force shall be based on seniority, provided that the senior employee(s) have the necessary qualifications and ability to perform the job requirements.

12.04 A committee with representation from the Union and the Employer will be available to advise affected employees prior to and during the period of layoff.

12.05 In the event of layoff, regular employees will be entitled to a severance package based on the formula of the retirement award outlined in Article 22.

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 Employer's policy but first consideration will be given to present employees who apply for the posting as per Article 22.1 and 22.2 of the IBEW policy manual.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 The Employer may at its 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 matters. This decision will be made in a fair and reasonable manner.

14.02 A staff member who is physically unable to work by reason of an occupational sickness or injury will have their income protected by the employer with the Employer paying to the staff an amount which when combined with the Workers' Compensation Board benefit plan, will maintain their normal rate of pay until she/he is able to return to their regular duties or until the Workers' Compensation Board rules that the staff member is partially or totally disabled.

14.03 A staff member who finds it necessary to be away three (3) working days following the death of their spouse, mother, father, son, daughter, brother, sister, grandparents and grandchildren shall suffer no loss of pay for these days.

14.04 A staff member who finds it necessary to be away three (3) calendar days immediately following the death of their mother-in-law, father-in-law, brother-in-law, sister-in-law or a family member who is living with the employee, shall suffer no loss of pay for these days.

14.05 If any of the staff members are selected by the Nova Scotia Federation of Labour, Canadian Labour Congress or the Bakery, Confectionery, Tobacco Workers & Grain Millers International Union as an International 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.

14.06 The Employer will cover all expenses (travel, meals, and room) and wages for employees selected to attend conferences, courses, conventions and meetings for the Employer - IBEW 1928.

14.07 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 them and their regular days pay.

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

15.01 Sickness and injury disability benefits will be paid by IBEW Local 1928, the Employer, as follows:

LENGTH OF SERVICE	BENEFIT
3 months but less than 1 year	100% of salary for two (2) weeks then 66 2/3 % of salary for thirteen (13) weeks.
1 year but less than 3 years	100% of salary for four (4) weeks then 66 2/3% of salary for eleven (11) weeks
3 years but less than 5 years	100% of salary for six (6) weeks then 66 2/3% of salary for nine (9) weeks.
5 years but less than 7 years	100% of salary for eight (8) weeks then 66 2/3% of salary for seven (7) weeks.
7 years but less than 9 years	100% of salary for ten (10) weeks then 66 2/3% of salary for five (5) weeks.
9 years but less than 10 years	100% of salary for twelve (12) weeks then 66 2/3% of salary for three (3) weeks.
10 years and over	100% of salary for fifteen (15) weeks.

LONG TERM DISABILITY:

- (a) After 90 days of continuous disability benefits as provided under the Short-Term Disability Plan, the office staff will receive benefits under a Long-Term Disability Plan. Any difference between this payment (effective 90 days after disability) and the Short-Term formula will be paid by the Employer - IBEW Local 1928. (Employer Policy #12)
- (b) An employee who has been denied an LTD plan by an insurance company shall have an amount equal to the annual premium proposed by the Mutual Fund Investment Company as if the employee were eligible, placed into a term deposit of the Employer - IBEW, Local 1928 annually. This amount will be based on the premium rate for each year. This account will be drawn upon if required for a long term illness until depleted. When and if this account is depleted, the Employer - IBEW Local 1928 will not be responsible for any further payment for long term illness.
- (c) Newly Hired Employees: The Employer and the Union Representatives will negotiate rates of pay, working conditions, long term and short term disability programs.

ARTICLE 16 – HEALTH AND WELLNESS WELFARE PLAN & DENTAL PLAN:

16.01 The Employer will provide a Health and Wellness plan and Dental Plan that provides for all benefits outlined in the Black & MacDonald collective agreement with IBEW Local 1928.

ARTICLE 17 - HOURS OF WORK, OVERTIME, ETC.

17.01 The regular work week will consist of forty (40) hours to be worked in five (5) eight (8) hour days from Monday to Friday.

17.02 The regular hours of work shall be 8am - 4pm, Monday - Friday, with a paid one-half (1/2) hour lunch break.

17.03 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. Such breaks to be taken no later than one and one-half (1 1/2) hours after the start of the morning shift and one and one-half (1 1/2) hours after the start of the afternoon shift.

17.04 All hours worked after regular working hours from Monday to Friday will be paid at double the employee's regular rate of pay. This time may be banked in an hour bank to be taken as time off.

17.05 All hours worked on Saturdays and Sundays will be paid at double the employee's regular rate of pay.

17.06 Whenever requested to work overtime, employees shall receive not less than one-half (1/2) hour at overtime rates.

ARTICLE 18 - PAID HOLIDAYS

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

STATUTORY HOLIDAYS

Thanksgiving Day	Good Friday
Remembrance Day	Easter Monday
Christmas Eve - 1/2 day	Victoria Day
Canada Day	1st Monday in August
Labour Day	Christmas Day
Boxing Day	New Year's Day
Heritage Day	

18.02 When the holiday falls on a Saturday or a Sunday the day will be observed on the previous Friday or following Monday, by mutual agreement between the Business Manager and employees involved.

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

ARTICLE 19 - VACATIONS WITH PAY

19.01 During the first year or part year of service to June 30th, the rate of 1 1/4 working days for each completed month of service.

Thereafter, during the balance of the first 10 years of service, 15 working days each year (1 1/4 days per month).

After 10 years service, 20 working days each year (1 2/3 days per month).

15 years of service or more, 25 working days each year (2 1/12 days per month).

20 years of service or more, 30 working days each year (2 1/2 days per month).

19.02 An employee who leaves the service of the Employer for any reason will be paid vacation pay to which he/she is entitled, under Article 19.01 of this Collective Agreement.

19.03 It is agreed that carryover of vacation shall be limited to 8 weeks. It is further agreed that with written approval from the Business Manager this allotment may be extended.

ARTICLE 20 - MISCELLANEOUS

20.01 The Employer agrees to make every reasonable provision for the safety and health of the employees. Dangerous practices and devices will be reported to the Business Manager and the Business Manager will take the necessary precautions to eliminate all hazards.

20.02 The Employer and the Union agree that they will not threaten, intimidate, or unlawfully discriminate against an employee for reasons of that 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. The parties also agree that no employee should be subjected to harassment.

20.03 When an employee is called back to work after his/her regular hours, he/she shall be guaranteed a minimum of four (4) hours of pay.

20.04 Rates of pay, classifications and hours of work for new positions shall be negotiated with the Union.

20.05 Employees who are required to work two (2) hours or more beyond their regular hours will be entitled to a meal allowance of \$17.00.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 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.

ARTICLE 22 - PENSIONS; LEAVE OF ABSENCE

22.01 The Employer will pay employees 11% of their gross wages for RRSP purposes.

22.02 A member who takes a leave of absence from the Employer shall not suffer any loss on the Retirement Award. Any difference will be reimbursed by the Employer.

22.03 While the employee is receiving benefits from the LTD Plan, the Employer will continue to contribute the normal amount it would to the Retirement Saving Plan as per Article 22.01.

ARTICLE 23 - RETIREMENT AWARD

23.01 Notwithstanding Article 24.02, regular employees are eligible to receive a Retirement Award. The amount of the award is equal to one weeks pay for each year of full service or portion thereof to a maximum of 26 years or 26 weeks pay calculated as follows:

$$\text{Hourly Rate} \times \text{Standard Hrs. Per Year} = 1 \text{ Weeks Pay}$$

ARTICLE 24 – WAGES

CLASSIFICATION

RATE PER HOUR

	March 20/21 2.3%	March 20/22 2.3%	March 20/23 2.3%
Senior Administrative Assistant	\$37.09	\$37.94	\$38.82
Administrative Assistant	\$29.69	\$30.38	\$31.08

* If NSP members receive higher increases then the above rates will be amended to match.

- 24.01 When the Senior Administrative Assistant leaves the employ of the Employer, or if the employer requires more than one Senior Administrative Assistant, the Administrative Assistant will move on to the Senior Administrative Assistant, provided they are capable of performing all aspects of the job.
- 24.02 It is expressly understood and agreed by the parties to this agreement that any and all increases to benefits the Employer – IBEW Local 1928 negotiates on behalf of it's members, under the NSPI Collective Agreement, shall form a part of this agreement and employees shall receive the benefits as negotiated by their employer. Such required language will become part of this collective agreement during the next set of negotiations.
- 24.03 Regular/full-time Employee – An employee who works on a regular weekly basis, following 3 months of continuous employment.

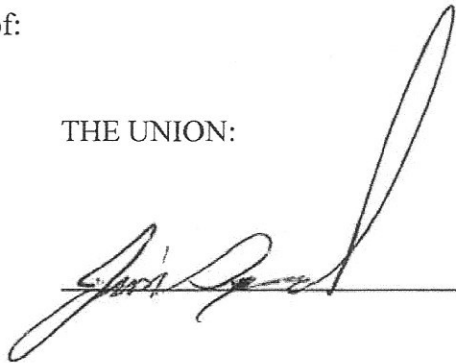
ARTICLE 25 - DURATION

25.01 This Agreement shall take full force and effect from the **20th of March, 2021** and shall remain in full force and effect until the **20th day of March, 2024** 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 notice to negotiate. Pursuant to such notice this Agreement remains in effect until a new Agreement is signed.

Signed this 22 day of March, 2021 on behalf of:

THE EMPLOYER:

THE UNION:

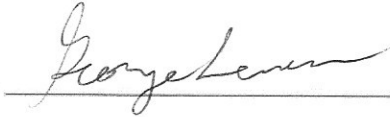


Chler Millington

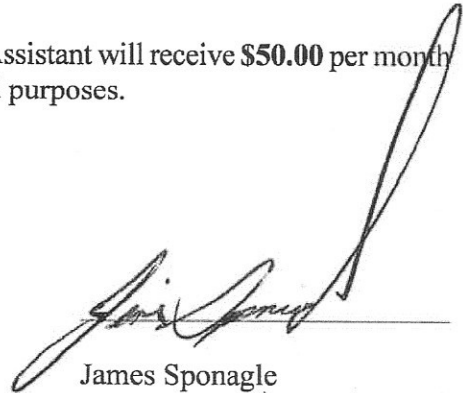
Lisa Oden
Prozen

LETTER OF AGREEMENT

The Senior Administrative Assistant and the Administrative Assistant will receive **\$50.00** per month to reflect the use of personal mobile devices for work-related purposes.



George Leaman
BCTGM
Local 406



James Sponagle
IBEW
Local 1928