

2007 - 2010

COLLECTIVE AGREEMENT

BETWEEN

***ELECTRICAL CONTRACTORS TRADE DIVISION
OF THE***

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

AND

LOCAL UNION 2085

OF

THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
Index	
Preamble	
Article 1 - Objects	5
Article 2 - Term and Renewal	5
Article 3 - Scope	6
Article 4 - Management Rights	6
Article 5 - Grievance and Arbitration Procedures	7
Article 6 - Strikes and Lockouts	8
Article 7 - Hours of Work and Overtime	9
Article 8 - Statutory Holidays	13
Article 9 - Vacation and Vacation Pay	14
Article 10 - Wages and Definitions	15
Article 11 - Wage Payments	18
Article 12 - Special Conditions	19
Article 13 - Reporting Time	20
Article 14 - Injuries	21
Article 15 - Tools	21
Article 16 - Shelter, Sanitary Arrangements and Safety	21
Article 17 - Standard of Work and Limitations	23
Article 18 - Transportation, Travelling, Subsistence	24

Article 19 - Camps	28
Article 20 - Termination of Employment	28
Article 21 - Union Security	29
Article 22 - Trust Funds	32
Article 23 - Administration of Agreement	35
Article 24 - Effects of Law	35
Article 25 - Joint Conference Committee	35
Signature Page	36
Appendix A – Schedule of Tools	37
Appendix B – Camp Standards	38
Appendix C – Industrial Work	45
Appendix D – Worksite Services	46
Progressive Discipline Guideline	50
Wage Schedules	

THIS COLLECTIVE AGREEMENT MADE THIS DATE WITH CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA BY THE ELECTRICAL CONTRACTORS TRADE DIVISION:

BETWEEN

Abco Supply & Service Ltd.
Black & McDonald Limited
Centec Electric Ltd.
Comstock Canada Ltd.
E.S. Fox Ltd.
Herzog Mechanical Ltd.
Jacobs Industrial Services Ltd.
Keewatin Electric & Diesels Ltd.
Madsen Electric (1978) Ltd.
McCaine Electric Ltd.
Nor Tec Electric
Northwest Electric Ltd.
Northwest (Thompson) Ltd.
Wescan Electrical/Mechanical Services

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

Local Union 2085 of the International Brotherhood of Electrical Workers

(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS the undersigned Employers and the Union representatives have bargained collectively with a view to reaching an agreement on standard terms and conditions of employment to be included in a collective agreement.

AND WHEREAS the standard terms and conditions of employment agreed upon are set forth in this Agreement.

NOW AND THEREFORE THIS AGREEMENT WITNESSETH THAT

ARTICLE 1 - OBJECTS

The object of this Agreement is to establish mutually satisfactory relations between the Employer and his employees and to provide machinery for the prompt and equitable disposition of grievance without stoppage of work, and to establish and maintain satisfactory working conditions, hours of work and wages, for all employees who are subject to the provisions of this Agreement.

It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations in order to allow the trade to insure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.

It is also the intent of the parties hereto to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, and spread work policies.

ARTICLE 2 - TERM AND RENEWAL

2:01 This Agreement shall become effective May 1, 2007 and shall be and remain in force until the 30th day of April, 2010, unless amended or terminated in ninety (90) days written notice given by either party to the other prior to the expiry of said term, it shall continue in full force and effect thereafter until amended or terminated at any time by ninety (90) days written notice.

2:02 Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon by the Employer and the Union, or their authorized representatives, shall meet and commence collective bargaining.

ARTICLE 3 – SCOPE

- 3:01** The Employer recognizes the Union as the sole collective bargaining agency for all Foremen, Journeyman Electricians, Apprentices and other classifications within this Agreement who are employed by the Employer in the Province of Manitoba and Nunavut.
- 3:02** The Employer recognizes that Local 2085, is part of the International Brotherhood of Electrical Workers (AFL-CIO-CLC) and the Agreement by said Local 2085 is subject to the approval of the International President of the International Brotherhood of Electrical Workers.
- 3:03** Neither party shall sign or make any agreement within this trade for less than the monetary provisions and/or working conditions contained in this Agreement in the Province of Manitoba.
- 3:04** In this Agreement, words importing the masculine gender include female persons, corporations, unions and Employers' organizations.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01** The right to hire, discharge and lay off, in accordance with the other terms of this Agreement.
- 4:02** The right to appoint foremen, general foremen, and supervisors.
- 4:03** The right to organize their work in the way they believe most economical and the right to allocate the working force within the jurisdiction of this Agreement.
- 4:04** The right to decide what tools, machinery, equipment and/or material will be employed on the job.
- 4:05** The right to buy and to use prefabricated material on the job providing the Company endeavors to purchase all electrical equipment with the I.B.E.W. Union Label or another bonafide electrical manufacturing union where possible.
- 4:06** A pre-job conference or conferences shall be held with any electrical contractor coming into the jurisdiction of Local Union 2085, I.B.E.W.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES

5:01 Any differences arising between the parties bound by this Agreement, concerning its interpretation, application, operation, any alleged violation thereof, any differences arising from the dismissal or suspension of any employee including any questions as to whether any matters are arbitrable, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

5:02 Either party may initiate grievances with the procedure to be pursued as expeditiously as possible.

Stage 1: The employee(s) involved, preferably with the Shop Steward, or Union representative will first take up the matter with his foreman or supervisor directly in charge of the work.

Stage 2: Failing resolution of Stage 1, Union representatives and the Employer's representative will discuss and, if possible, settle the matter.

Stage 3: Failing resolution at Stage 2 within ten (10) working days, the grievance shall be set out in writing by the grieving party and shall be forwarded to the other party and the two (2) parties shall forthwith confer and attempt to settle the matter within the next ten (10) working days.

Stage 4: Failing a satisfactory resolution at Stage 3, either party may refer the dispute to arbitration by giving notice to the other party in writing within the next ten (10) working days or such longer period of time as the parties mutually agree to in writing.

- (A) Unless both parties agree to the selection of a Sole Arbitrator within ten (10) working days following the matter being referred to Arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.
- (B) The two (2) named members of the Board shall, within ten (10) working days name a third member of the Board who shall be the Chairperson.
- (C) In the event of failure to agree upon a Chairperson, the Minister of Labour for the Province of Manitoba shall be requested to appoint a Chairperson.
- (D) The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this collective agreement, or to modify or amend any portion of this agreement.

- (E) The Board or Sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- (F) The Board of Arbitration shall complete its sitting and hand down its award within thirty (30) days of its appointment, or for such longer periods, with the consent of the parties.
- (G) **Expenses of the Board/Sole Arbitrator**

Each party shall pay:
 - (a) the fees and expenses of the Nominee it appoints.
 - (b) one-half the fees and expenses of the Chairperson or Sole Arbitrator.
- (H) Nothing in this agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.
- (I) The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6:01** It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other collective action which will stop or interfere with production during the life of this Agreement, or while negotiations for a renewal or revision are in progress.
- 6:02** It is agreed by the Employer that there shall be no lockout during the life of this Agreement, or while negotiations for a renewal or revision are in progress.
- 6:03** The Union and the Contractor agree that if any interference occurs which affects the work progress of the project, or job, every effort will be made by both parties to eliminate the problem causing the interference.
- 6:04** In the event of an information picket line being established at a job site within the jurisdiction of this Collective Agreement, by any Local of the Manitoba Building Trades or any other Organization, the Union agrees to ensure that appropriate representation of the Local (Business Manager or his representative if available) is present at the job site to advise its members cross the information picket line and commence their shift as per the jobs pre-designed start time.

ARTICLE 7A – INDUSTRIAL HOURS OF WORK AND OVERTIME

7A:01 Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday. Said hours shall be worked between 7:00 a.m. and 4:30 p.m. with a mid-shift unpaid lunch break of thirty (30) minutes.

7A:02 On Industrial work described in Appendix "C" of this collective agreement.

- (i) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, he shall be paid overtime at the rate of two times (2x) the Classification Basic Hourly Rate for the overtime hours worked.
- (ii) Employees working on Saturday, Sunday or recognized holidays shall be paid overtime at the rate of two times (2x) the Classification Basic Hourly Rate.

On projects not described in Appendix "C", all hours worked on Saturdays, Sundays, Legal Holidays and after the regular working day Monday to Friday, shall be paid at time and one-half (1 1/2x) the regular straight time hourly rate.

7A:03 An employee shall be given two (2) hours notice before beginning overtime. All overtime will be evenly distributed between all employees working on the job. The Job Steward will keep a record of overtime hours worked.

7A:04 Notwithstanding 7A:01, 7A:02, beyond the Perimeter Highway if mutually agreed upon by the Employer and the Local Union, forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday or Tuesday to Friday at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day. Hereafter referred to as a compressed work week.

Any week in which a holiday or day in lieu thereof falls, would have a balance of a thirty (30) hour work week, i.e. three (3) ten (10) hour days.

7A:05 Employees must take a minimum rest period of eight (8) hours between shifts.

Where employees are specifically requested to return to work before the expiration of eight (8) hours, all additional hours performed shall be paid for at the prevailing overtime rate of pay for that type of project. The overtime rate(s) of pay shall continue until a full eight (8) hour rest period has been observed.

7A:06 Two (2) coffee breaks will be allowed per shift provided employees do not leave the job and the breaks do not exceed fifteen (15) minutes each, abuse of this privilege will be sufficient cause for cancellation of this Article.

Times for coffee breaks shall be at the quarter (1/4) and three quarter (3/4) point of each shift, or as may be mutually agreed upon with the Employer and the Local Union. Should the coffee break jeopardize the normal progress of work (i.e. concrete pour in hand) the time shall be mutually adjusted for the employees affected.

On camp jobs, the Employer will cooperate with employees as to the method of making refreshments available. Extra coffee breaks shall not be unreasonably denied where overtime is worked.

7A:07 Employees will be on the job at regular starting time and shall remain until regular quitting time except as otherwise specifically provided in this agreement.

7A:08 If more than ten (10) hours are worked the Employer shall supply either a hot meal at no cost to the employee or a \$20.00 cash allowance after the ten (10) hours have been worked and the same provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be allowed to employees upon commencement of overtime and every two (2) hours alternately with the above mentioned meal breaks.

7A:09 If conditions are such that work on any particular job cannot be done within the said hours (7:00 a.m. 'Till 4:30 p.m.) then shift work may be instituted. Shift work shall be defined as work assignments lasting two (2) or more days all or part of the working time being outside the normal working hours, Monday to Friday inclusive. All shift work shall be paid at the base hourly rate of pay plus ten (10%) percent. Overtime outside the regularly scheduled shift shall be paid at (the base classification hourly rate of pay plus ten (10%) percent multiplied by the applicable double-time (2x) overtime premium.

7A:10 (A) Scheduled overtime shall be defined as work performed outside the normal working hours for a period of more than two (2) consecutive work days.

(B) The Employer will make every reasonable attempt to contact the Business Manager and/or the Job Steward if overtime is to be worked.

7A:11 The normal "work day" or "days of work" may be altered on any project by mutual consent of the Local Union and the Employer, subject always to all other terms of this agreement, and such agreement will not be unreasonably withheld.

ARTICLE 7B - COMMERCIAL HOURS OF WORK and OVERTIME

7B:01 Eight (8) hours shall constitute a day's work for five (5) days Monday to Friday. Said hours shall be worked between 7:00 a.m. and 4:30 p.m. with a mid-shift unpaid lunch break of thirty (30) minutes.

7B:02 On projects not described in Appendix "C", overtime shall be calculated as follows:

- (i) All hours worked beyond the regular shift Monday to Friday, shall be paid at time and one-half (1 1/2x) the Classification base hourly rate of pay for the first two (2) hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond two (2) hours worked.
- (ii) All hours worked on Saturdays, Sundays and Legal Holidays shall be paid at time and one-half (1 1/2 x) the Classification base hourly rate of pay for the first ten (10) hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond ten (10) hours worked.

7B:03 An employee shall be given two (2) hours notice before beginning overtime. All overtime will be evenly distributed between all employees working on the job. The Job Steward will keep a record of overtime hours worked.

7B:04 Notwithstanding 7B:01, 7B:02, if mutually agreed upon by the Employer and the Local Union forty (40) hours may be worked in any four (4) consecutive days Monday to Thursday or Tuesday to Friday at the straight time rate, provided however, that no more than ten (10) hours may be worked at the straight time rates in any one (1) day. Hereafter referred to as a compressed work week.

On a Compressed Work Week, all hours worked beyond ten (10) hours per day and forty (40) hours per week, shall be paid at time and one-half (1 1/2 x) the Classification base hourly rate of pay for the first two (2) hours worked and then two times (2x) the Classification base hourly rate of pay for all overtime beyond two (2) hours worked.

Any week in which a holiday or day in lieu thereof falls, would have a balance of a thirty (30) hour work week, i.e. three (3) ten (10) hour days.

7B:05 Employees must take a minimum rest period of eight (8) hours between shifts.

Where employees are specifically requested to return to work before the expiration of eight (8) hours, all additional hours performed shall be paid for at the prevailing overtime rate of pay for that type of project. The overtime rate(s) of pay shall continue until a full eight (8) hour rest period has been observed.

7B:06 Two (2) coffee breaks will be allowed per shift provided employees do not leave the job and the breaks do not exceed fifteen (15) minutes each, abuse of this privilege will be sufficient cause for cancellation of this Article.

Times for coffee breaks shall be at the quarter (1/4) and three quarter (3/4) point of each shift, or as may be mutually agreed upon. Should the coffee break jeopardize the normal progress of work (i.e. concrete pour in hand) the time shall be mutually adjusted for the employees affected.

On camp jobs, the Employer will cooperate with employees as to the method of making refreshments available. Extra coffee breaks shall not be unreasonably denied where overtime is worked.

7B:07 Employees will be on the job at regular starting time and shall remain until regular quitting time except as otherwise specifically provided in this agreement.

7B:08 If more than ten (10) hours are worked the Employer shall supply either a hot meal at no cost to the employee or a \$20.00 cash allowance after the ten (10) hours have been worked and the same provided every four (4) hours thereafter without any loss of time. A coffee break of fifteen (15) minutes without any loss of time shall be allowed to employees upon commencement of overtime and every two hours alternately with the above mentioned meal breaks (applicable to Article 7A as well).

7B:09 If conditions are such that work on any particular job cannot be done within the said hours (7:00 a.m. "Till 4:30 p.m.), then shift work may be instituted. Shift work shall be defined as work assignments lasting two (2) or more days all or part of the working time being outside the normal working hours, Monday to Friday inclusive. All shift work shall be paid at the rate of time plus ten (10%) percent. Overtime outside the regularly scheduled shift shall be paid at (the base classification hourly rate of pay plus ten (10%) percent multiplied by the applicable overtime premium as described in Article 7B:02 (i).

7B:10

(A) Scheduled overtime shall be defined as work performed outside the normal working hours for a period of more than two (2) consecutive work days.

(B) The Employer will make every reasonable attempt to contact the Business Manager and/or the Job Steward if overtime is to be worked.

7B:11 The normal "work day" or "days of work" may be altered on any project by mutual consent of the Local Union and the Employer, subject always to all other terms of this agreement and such agreement will not be unreasonably withheld.

ARTICLE 8 – STATUTORY HOLIDAYS

8:01 The following shall be observed as statutory holidays within the Province of Manitoba:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Easter Monday	

And also any other day proclaimed by the Federal or Provincial Government. No work shall be done on Labour Day except in an emergency as necessary for the protection of life and property. Statutory holidays as stated above which are worked shall be paid for at the prevailing overtime rate of pay for that type of project, in addition to the regular statutory holiday pay. If a statutory holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed.

8:02 In lieu of statutory and government proclaimed holidays, the employer shall pay four (4%) percent of total gross earnings. Gross earnings will be exclusive of subsistence and reimbursable expenses.

8:03 Statutory holiday pay shall be paid every pay period or upon termination of employment, whichever is sooner.

ARTICLE 9 - VACATION AND VACATION PAY

- 9:01** The Employer agrees that Vacation Pay shall be six (6%) percent of gross earnings.
- 9:02** The Vacation Pay shall be paid every pay period or upon termination of employment, whichever is sooner.
- 9:03** Each employee shall be entitled to three (3) weeks annual vacation to be taken at a time mutually agreed upon by the Employer and the Employee.

ARTICLE 10 - WAGES AND DEFINITIONS

10:01 The following wage rates shall apply on the effective date shown:

	<u>May 1, 2007</u>	<u>May 1, 2008</u>	<u>May 1, 2009</u>
Journeyman Electrician	\$30.17	\$31.32	\$32.62
Level 1 Commercial Foreman (105%)	\$31.68	\$32.89	\$34.25
Level 2 Commercial Foreman (110%)	\$33.19	\$34.45	\$35.88
Level 1 Industrial Foreman (110%)	\$33.19	\$34.45	\$35.88
Level 2 Industrial Foreman (115%)	\$34.70	\$36.02	\$37.51
General Foreman (125%)	\$37.71	\$39.15	\$40.78
Job Steward (105%)	\$31.68	\$32.89	\$34.25

Apprentices:

1 st year	\$12.07	\$12.53	\$13.05
2 nd year	\$15.09	\$15.66	\$16.31
3 rd year	\$19.61	\$20.36	\$21.20
4 th year	\$24.14	\$25.06	\$26.10

Total Labour Costs: See Wage Summary Sheets

10:02 Definitions:

- A. **Journeyman Electrician:** An electrical worker who has four (4) or more years' experience in the trade and has a current class H journeyman electrician's license registered in the Province of Manitoba.

B. Registered Apprentices: Shall be registered with Local 2085's Pooled Apprenticeship Agreement (1995) with the Province of Manitoba and be paid in accordance with this Collective Agreement.

B.1 The Employer will check with the Union as to the availability of new apprentices entering the industry.

B.2 All new apprentices referred by the Union or hired by the Employer will be given a clearance from the Union before going to work.

B.3 It is agreed the number of apprentices who may be employed by an Employer in this trade shall not exceed:

(i) Where an Employer is engaged in, or carries on a business of electrical construction and who employs one (1) working journeyman or is himself a working journeyman, he may employ one (1) apprentice and one (1) additional apprentice for every three (3) additional working journeymen employed within his regular establishment.

(ii) Notwithstanding B.3(i) above, on commercial, residential, and institutional projects an Employer who is engaged in, or is carrying on a business of electrical construction and who employs one (1) working journeyman or is himself a working journeyman, may employ one (1) apprentice and (1) additional apprentice for every two (2) additional working journeymen employed within his regular establishment.

(ii) Notwithstanding B.3(ii) above, on commercial, residential and institutional projects, on a job specific basis, a 1:1 Journeyman to apprentice ratio can be instituted if mutually agreed to between the parties and such requests will not be unreasonably denied.

C. Foreman: He shall be a Journeyman Electrician and a member of Local Union 2085. A Foreman shall be appointed by the Employer as follows, provided he will act in that capacity for a minimum of five (5) working days.

- Level 1 Commercial Foreman @ 5% (responsible for 4 to 7 members)
- Level 2 Commercial Foreman @ 10% (responsible for 8 to 12 members)
- Level 1 Industrial Foreman @ 10% (responsible for 4 to 7 members)
- Level 2 Industrial Foreman @ 15% (responsible for 8 to 12 members)
- General Foreman @ 25% (responsible for at least 3 Level 2 Foreman)

The above ratios do not include the foreman.

Note 1: A Level 2 Foreman shall not be required to work on the tools when the crew size is 10 or more members.

- D. **General Foreman:** He shall be a Journeyperson Electrician and a member of the International Brotherhood of Electrical Workers, Local 2085. General Foreman shall not be required to work with tools.
- E. **Cable Splicer:** A Journeyperson Electrician who has been qualified by training and admitted to the status of Journeyperson Cable Splicer by the Union. Cable Splicers shall undertake work in connection with lead covered cables, and other high voltage cables 2,300 volts and higher, involving preparation, splicing and termination.
- F. **Electrician-Welder:** When an employer requests an employee to perform welding, he shall be a member of the I.B.E.W., Local Union 2085, who has completed a recognized plate welders course recognized by the Union and received a Certificate of Proficiency. If the employer requires any additional examining or testing, or special certificate, the employee's time required for testing and cost of the examination will be borne by the employer. Should an employee's special certificate expire while he is in the employ of an employer party to this agreement, the cost of the required re-test and the time required to take same (up to a maximum of three (3) hours) shall be paid by the employer, if the employee has worked for that employer thirty (30) days prior. If the employee quits within thirty (30) days he will be required to repay the total cost.
- 10:03** The Foreman ratio as per Article 10:02 shall not apply to residential apartment building* and wood frame housing up to and including 150 units.

* Buildings designed for residential use and in which no floors are designed for commercial use.

ARTICLE 11 - WAGE PAYMENTS

11:01 Wages shall be paid every week or two weeks on company time in cash or cheques or by direct automatic bank deposit. If paid every two (2) weeks by cheque, sufficient time is to be allowed for cashing same, but not less than fifteen (15) minutes. Any new contractor not permanently established in the Province of Manitoba for a period of twenty-four (24) calendar months, shall be required to pay on a weekly basis.

In the situation of a new hire having a wait period, in excess of two (2) weeks for pay, the Employer will provide a cash/cheque advance not in excess of wages earned up to the date of the request. The request is to be made five (5) days in advance of the date on which the money will be required.

11:02 Exchange rate on employee's cheque will be paid by the Employer.

11:03 The Employer agrees to provide each pay period a complete dated statement for each employee showing separate totals of the following:

Straight time hours paid
Overtime hours paid
Statutory holiday pay paid
Vacation pay paid
Fund contributions
Union dues

The statement shall show all deductions made by the Employer.

11:04 Thursday shall be designated pay day, excepting when a Statutory Holiday falls on a Friday, wages shall be paid on Wednesday.

11:05 Vacation pay allowance paid to employees on their regular pay day shall be considered as advance payment for any vacation taken by the employee under the conditions provided in the Manitoba Employment Standards Code

11:06 Errors in pay cheques are to be rectified and remitted in a prompt fashion by the Employer within five (5) working days.

ARTICLE 12 - SPECIAL CONDITIONS

12:01 Employees called from home to work outside their regular shift shall be paid for such work at the prevailing overtime rate, but in no case shall an employee be paid less than two (2) hours at the prevailing overtime rate, with the exception of residential calls, which shall be not less than one (1) hour at the prevailing overtime rate.

12:02 No employee covered by this Agreement will as a condition of employment be obligated to use his own motor vehicle on company business, however, if an employee uses his own vehicle at the request of his employer, he shall be compensated in accordance with A below. Members transferred from job to job will receive compensation for parking on first and last day. Employees transferred from job-site to job-site, on a daily basis, will receive compensation for their parking costs.

Vehicle costs to be paid on the following basis:

(A) May 1, 2007 – 46¢ per kilometer and yearly thereafter, the above to be adjusted by the change in Statistics Canada, Manitoba Private Transportation costs from March to March to be applied on May 1 of each year.

(B) May 1, 2008, and yearly thereafter, the above to be adjusted by the increase in Statistics Canada, Manitoba Private Transportation costs, from March to March

12:03 On projects outside the boundaries of any city or town and when the air temperature is –25 degrees celcius or colder, where car plugs are not available, Employees will be allowed 10 minutes immediately prior to their lunch break to start their vehicles.

12:04 Employees performing work at elevations of forty-five (45) feet (13.72 metres) or more above the immediate surroundings where there are no rigid platforms or scaffolds shall be paid at the prevailing rate plus one times the regular rate. This shall include work performed in or above any openings of 24" (60 cm) or larger at this height. All work performed over water, head gates, bridges, spillways, etc., will be paid at the prevailing overtime rate for that type of project.

All rigid platforms, scaffolds and accesses shall meet Workplace Health and Safety Regulations. Any mobile lifts shall not be considered rigid platform lifts.

12:05 Where height pay is required there shall be a minimum of one (1) hour.

12:06 All major projects shall have a pre-job conference or conferences between the Union and the Contractor upon request of either party.

- 12:07** On camp jobs, telephone service will be provided by the Employer twenty-four (24) hours a day when telephone services are available, on the basis of one (1) telephone per bunkhouse with a separate line per phone where possible. Telephones will be in a totally enclosed, heated and ventilated room.
- 12:08** When an employee is required to reside in a construction camp the cost for insurance against loss of his personal effects by fire, to a maximum of Two Thousand (\$2,000.00) Dollars, will be reimbursed on presentation of a paid premium receipt.

ARTICLE 13 - REPORTING TIME

- 13:01** When a employee is hired by a representative of the Employer and takes his tools on the job and is then refused work he shall receive not less than four (4) hours pay at the regular rate.
- 13:02** If employees report for work and none is available, they shall receive two (2) hours pay for reporting. If the employee is contacted prior to leaving for the job site, there shall be no compensation.

In the case of continued inclement weather, the Job Steward shall discuss the issue with the foreman. The Job Steward shall then be responsible for advising the employees, if and when they are not to report to work. The Employer will communicate with the employees on the job, when inclement weather is expected, to ensure that all employees understand who is to report to work and who is not (a projected temperature of –30 degrees Celsius or a wind chill factor of –39 degrees Celsius will result in a meeting being called).

- 13:03** When a employee is required by the Employer to take a Medical Examination, he shall be reimbursed four (4) hours pay at the regular rate. When a employee is required by a prospective Employer to take a pre-employment medical test, he shall be reimbursed one (1) hour pay at the regular rate upon successfully passing the test on his 1st pay cheque.
- 13:04** Projects requiring check in and check out systems will have a separate system for electricians. When punch clocks are used, no more than five (5) minutes shall be allowed for punching out at the end of the shift.
- 13:05** Overtime premium will only be provided once the employee has completed the daily regular hours (8 hours or 10 hours applicable) regardless of when the employee commences work on the shift.

ARTICLE 14 – INJURIES

Should an employee, as a result of an injury incurred in the performance of his work in the shop or on the job, require first aid treatment, he shall be paid for time off work for the initial treatment. If offsite medical attention is required the employer will supply transportation for the initial treatment. In no case shall this mean that the injured employee will be required to drive his or any other vehicle.

If subsequent treatments are required, the employee shall arrange appointments with the doctor so that a minimum of time shall be taken away from work.

Should an employee be injured to the extent that he becomes a Compensation Act case, then he shall be paid to the end of the shift for that day.

Any injury must be reported immediately to his direct Supervisor on the day of the injury by the injured employee or someone on his behalf.

ARTICLE 15 – TOOLS

15:01 An electrician's tools are his means of livelihood and the workers shall keep same in good condition at all times. Any of the tools listed in Appendix "A" lost by theft resulting from breaking or entering or destroyed by fire will be replaced by the Employer provided the tools are stored in a secured place as so designated by the Employer on the job-site in question.

15:02 The employee must accept reasonable responsibility for the tools furnished by the Employer and will be given sufficient time to put these tools in their designated place. He must report the breakage or loss of any of these tools immediately to his supervisor.

15:03 An employee found misusing company tools may be held responsible.

15:04 The Employer must supply all tools and safety equipment not listed under employees tool list. The Employer shall furnish instructions/proper procedure manuals for the use of tools and equipment required on the job-site in question.

ARTICLE 16 - SHELTER, SANITARY ARRANGEMENTS AND SAFETY

16:01 A clean, smoke free and adequate place of shelter shall be provided, sufficiently heated and securely locked in which the employees may eat their lunch, which shall include table and chairs or benches prefabricated on site and which also provides a sufficiently secure place to keep their clothes and personal effects.

16:02 The Employer will co-operate with the Union to enforce adequate and hygienic sanitary facilities on the job. In the event that proper toilet facilities are not provided, no employee will be penalized for leaving the job in case of necessity. The Employer shall supply and maintain wash-up facilities or hand cleaner and wipers.

16:03 Where there is no potable water, bottled water will be supplied.

16:04 All Protective clothing and safety equipment including safety hat, safety toe rubber boots, welding jackets, gloves, safety goggles, masks, etc., are to be supplied at no cost to the employee.

If the employer requires the employee to work in the rain, wet weather clothing shall be supplied at no cost to the employee.

In areas where acids, chemicals, excessive grease or dust prevail, protective clothing shall be supplied at no cost to the employee.

The employees must accept reasonable responsibility for the safety equipment issued by the employer and must report the loss, or damage of any of the items so issued, to his superior or employer.

16:05 (A) All work on energized circuits shall be as per The Workplace Safety and Health Act.

(B) Employees will be responsible for placing locks and tagouts on any switch regardless of the voltage or type of construction where workmen are liable to be endangered by the closing of such switch and/or where the switch is not directly visible to the workmen protected by the open switch. The tag or lock shall be removed only by the workmen that attached it.

16:06 When an electrician operates an electric crane, hoists, transporters, powered scaffolds (scissor lift hydraulic platform) etc., the operator shall be qualified.

16:07 (A) The employer and the union hereby declare their intent to conduct a safe and healthy operation which conforms with the Regulations of the Manitoba Workplace Safety and Health Act.

(B) On all projects the Employer shall hold weekly safety meetings with the employees at practical points throughout the operation and said meetings shall be held during normal working hours.

(C) At the Safety Meetings a review of all accidents occurring subsequent to the previous meeting should be made and all present should be requested to state any unsafe conditions.

16:08 No employee shall operate powder actuated tools unless licensed and qualified.

16:09 All signatory Employers will carry comprehensive liability insurance for all payroll employees covered under this Agreement, as additional named insureds with a cross liability clause.

ARTICLE 17 - STANDARD OF WORK AND LIMITATIONS

17:01 Journeyperson shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. Whenever corrections have to be made to bring the work up to code requirements because of faulty or careless workmanship, the Journeyperson shall make such corrections on his own time unless the errors were made by order of the Employer or the Employer's representative. He shall not be charged for wasted material.

17:02 There shall be no limit on production of workmen or restrictions on the full use of proper tools or equipment and there shall not be any task work or piece work.

17:03 Union members who are working or are offered the number of hours of employment provided by this Agreement by the Employer, shall not be permitted to work at electrical work for anyone who is not a party to this Agreement.

ARTICLE 18 - TRANSPORTATION, TRAVELLING, SUBSISTENCE

- 18:01** (A) On jobs located beyond a thirty-two (32) kilometre radius and up to one hundred and four (104) kilometre radius of the Winnipeg Perimeter Highway, transportation will be provided by the employer. Where an employee is requested by the employer to use his own vehicle, he shall be reimbursed car expense per kilometre travelled daily to and from the jobsite, commencing at the Winnipeg Perimeter Highway in accordance with Article 12:02.
- (B) On jobs located beyond a thirty-two (32) kilometre radius and up to one hundred and four (104) kilometre radius of the boundary of each city/town, transportation will be provided by the employer. Where an employee is requested by the employer to use his own vehicle and travel beyond the 32 klm radius, he shall be reimbursed car expense per kilometre traveled daily to and from the job site and the boundary of each city/town in accordance with Article 12:02.
- (C) In either (A) or (B) above, should an employee be required to work more than a ten (10) hour shift, he will receive board allowance as in 18:02 (A) 1 or 2.
- 18:02** (A) On out of town work the Employer shall furnish acceptable room and board. The employee agrees to accept same when provided by the Employer.

OR

ZONE A Within One Hundred Four (104) Kilometers

On out of town work located within one hundred four (104) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of Article 12:02 Vehicle Costs or minimum subsistence allowance as follows:

May 1, 2007 - \$55.00 per day worked

Employees working scheduled overtime of two or more hours in more than two consecutive shifts per week on work between 80 kilometers and 104 kilometers of the Winnipeg Perimeter Highway, will receive subsistence as per ZONE B for the days overtime is worked.

ZONE B Within One Hundred Four (104) Kilometers and Two Hundred Twenty-Five (225) Kilometers

On out of town work located between one hundred four (104) kilometers and two hundred twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2007 - \$90.00 per day worked

ZONE C Beyond Two Hundred Twenty-Five (225) Kilometers

On out of town work located beyond two hundred twenty-five (225) kilometers of the Winnipeg Perimeter Highway, the employer shall reimburse the employee a minimum subsistence allowance as follows:

May 1, 2007 - \$100.00 per day, seven (7) days per week

COMPRESSED WORK WEEK NOTE FOR ALL ZONES:

Should additional day (s) of work be required beyond the scheduled four- ten (10) hour days, then subsistence allowance for that week shall be paid on days worked plus one (1) day basis, to a maximum of seven (7) days per week.

- (B) Where there are no predetermined conditions, the employee shall have the option of living in Camp or receiving as per 18:02 (A).
- (C) On projects where living costs are higher than the subsistence allowance, where substantiated by receipts, the subsistence allowance will be adjusted to conform to the Local conditions.
- (D) If a holiday occurs during the week, board and room shall be paid for that day providing the employee works the working day immediately preceding such a holiday and the working day immediately following such a holiday.
- (E) In the event of illness, the employee's board and room shall be paid up to a maximum of two (2) days during the week providing the foreman is notified. Should illness be of such a nature where medical attention is required outside of facilities in the immediate area, transportation costs will be paid by the Employer.
- (F) Effective May 1st, 2008, and yearly thereafter, the subsistence allowance described in 18:02 (A) above shall be changed by the percentage change (to the nearest five (5¢) cents) in the Statistics Canada Index for the Cost of All Items Manitoba, from March to March.

(G) Transportation costs, hotel expenses, meals in transit and travel time, shall be paid regardless of transportation difficulties, within forty-eight (48) hours of employees arrival on job site if possible provided this does not exceed seventy-two (72) hours.

(H) If travelling is done during the normal shift, and after his arrival, time remains on the shift, his time shall commence when signing in at the job site or camp office provided the employee is ready to go to work. If the employee refuses to go to work, he shall be paid travel time only.

(I) **INITIAL TRAVEL TO AND FROM THE JOB FOR OUT OF TOWN WORK**

1. Automobile expenses shall be paid in accordance with Article 12:02 travelled from the Perimeter Highway of Winnipeg to the actual job site (and upon his final return trip from the job-site at the projects conclusion).

2. When the transportation supplied by the employer is by plane or bus, the travel time shall be determined by actual time spent travelling. When an employee chooses to travel by private car, he shall receive transportation compensation cost equal to plane or bus, and the same amount of travelling time.

(J) When an employee travels by plane as a means of transportation to and from a project, he shall be reimbursed for excess baggage charges for one standard suitcase and a tool box in excess of regular airline allowance on hire and termination.

18:03 (A) On out of town work, a return fare and travel time shall be provided every thirty (30) calendar days, from job site to point of call and return to job site. Turn arounds must be taken.

(B) The employee shall be allowed three (3) working days leave for his turnarounds without being terminated, unless special permission has been granted by the Employer for more time.

(C) If the employee leaves the job of his own volition before completing the appropriate tour, return transportation and travel time shall not be paid.

(D) (A); (B); and (C) above shall apply to all out of town work over a two hundred and twenty-five (225 km) kilometre radius. Any employee whose services are not required due to lay-off or discharge shall be reimbursed his return fare and travel time and such reimbursements shall not be paid by cheque unless cashing facilities are available.

(E) On out of town work where a project is located within the boundaries of a city or town provided acceptable accommodations are available, no travel expense will be paid. If a project is located outside the boundaries of a city or town, the employee shall receive travel allowance or transportation as per Article 18:01 where applicable.

- 18:04** On camp jobs, suitable transportation shall be provided between camp and job. Where the distance between the camp and the jobsite exceeds sixteen (16 km) kilometres any time spent travelling beyond the sixteen (16 km) kilometres shall be paid at the straight time rate.
- 18:05** Where an employee travels other than by private car all travel arrangements shall be made by the Employer.
- 18:06** The first week of board and room expenses (and all subsequent weeks worked), shall be paid in advance to the employee. The advance will be recovered from the employee's final pay on that project.
- 18:07** Employers shall be responsible for all transportation from point of hire for employees, their tools and baggage, (per 18:02 (I)) to and from living accommodations and job site on hire, leave of absence and termination.

ARTICLE 19 – CAMPS

When a camp is provided for board and housing, a recognized camp committee shall be appointed by Local Union 2085, I.B.E.W. Any grievance referred to the Employer with respect to food and lodging shall be dealt with immediately and if no satisfactory improvement is reached it shall not be a violation of this Agreement for the Union to refuse to send men to the camp until the matter is rectified.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

- 20:01** When an employee quits he shall give his employer two (2) hours notice and he shall receive his pay within three (3) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01). If he quits on a pay day, he is entitled to receive on that day, his pay up to the cut-off period and the balance of his pay within three (3) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01).
- 20:02** When an employee is laid off or his employment terminated by the Employer other than "for cause" the Employer shall give him two (2) hour's notice and shall allow sufficient time to clean and pack his tools. The Employer will mail to the employee, by registered mail, Record of Employment and all monies due to the employee, within two (2) working days (not including Saturday, Sunday or any of the Statutory Holidays listed in Article 8:01).
- 20:03** All employees laid off, discharged or quitting shall be given a termination slip by the Employer or his representative stating the reason or reasons for discontinuing employment, a copy to remain with the Employer. If the employee is not eligible for re-hire under Article 21, the Employer shall state the reason therefore.
- 20:04** Reduction in crew(s) - Should it be necessary to reduce the work force on the job by means of lay-off, the Employer agrees to lay off their employees on that job in the following sequence:
- 1st, Members of Other Locals of I.B.E.W.
2nd, Members of Local Union #2085, I.B.E.W.
- 20:05** If an employee is fired, quits or layed-off, it is the Employers responsibility to fax to the care of the Business Manager a fully completed version of the termination document.
- 20:06** The parties agree to implement the jointly developed Progressive Discipline Guideline during the term of this collective agreement. The Guideline is attached to this agreement.

ARTICLE 21 - UNION SECURITY

21:01 All employees shall be required to join the Union and shall maintain their membership in good standing as a condition of employment. All newly hired employees shall be required to join the Union within thirty (30) days from the date of hiring (Apprentices within ninety (90) days) and shall maintain their membership in good standing as a condition of employment.

21:02 The Employer agrees to hire and employ only members of the International Brotherhood of Electrical Workers, Local 2085 on all electrical work. The Employer shall have the right to select and name-hire all Foremen and General Foremen. When making appointments to the Foreman level, the Employers will give consideration to those Journeyperson they presently employ. The parties agree for all other employees to a one to one sequential pick process and all hiring will be done through the Local Union Office and no one will be employed unless they are in possession of a clearance card from the Local Union Office. To start the sequential pick process, the Local Union shall have the first pick. Local Union clearance shall contain the following information:

- (a) Valid and current Journeyperson License Number
- (b) Apprentice Hours and Level (if applicable)
- (c) If man is a welder then his last test date and Welding Level
- (d) WHIMIS Certificate and date
- (e) CPR Certification and date
- (f) First Aid Certificate confirmation and date

21:03 Notwithstanding 21:02, in the event the Union is unable to supply suitable workmen to the Employer within forty-eight (48) hours, which commences at 8:00 a.m. on the morning following the receipt of the request by the Union's representative (Saturdays, Sundays, and holidays excepted), the Employer may hire from any available source. Any workers hired who are not members of Local Union 2085, I.B.E.W. shall become members of the Local Union. All workers so hired shall work under the terms, rates and conditions of this Agreement.

21:04 It is understood that no Local Union 2085 I.B.E.W. member shall be laid off while the Employer has in his employ workers from other jurisdictions.

21:05 On jobs outside the City of Winnipeg, the Employer shall notify the Local Union when needing men and if there are members resident in the area they shall be given priority.

21:06 On projects where there are ten (10) or more journeypersons employed by the Employer, every tenth (10th) journeyperson shall be fifty (50) years of age or over, if available, and physically qualified for the task.

21:07 The Union will not sign an agreement with anyone other than a party whose business is recognized as electrical construction or maintenance or service work. The Union will not

supply any of its members to work for an Employer who has no current agreement with the I.B.E.W.

- 21:08** Where a tool crib is established on projects members of Local 2085, I.B.E.W. will be employed. For work in warehouses or tool cribs preference will be given to older or handicapped members if able to perform the job duties.
- 21:09** The Employer shall not directly or indirectly sublet to any employee the labour services required by any contract.
- 21:10** Job Stewards (preference to be given to the member who has successfully completed the Local 2085 Stewards Training Course) will be appointed by the Business Manager who has first discussed the appointment with the Employer on who the Steward shall be, on any job where Union members are working. Local 2085, I.B.E.W. shall notify the Employer and/or his Job Superintendent by letter, of the name of the Job Steward, or any replacement of same. Job Stewards shall be allowed sufficient time to conduct Union Business on the job with the Employer or employees.
- 21:11** The Employer or Superintendent must notify the Union in writing before transferring or discharging a Job Steward.
- 21:12** The Job Steward shall have seniority on the job till the workforce is reduced to four (4) men, and where overtime is worked, he shall normally be one of the overtime crew.
- 21:13** The Employer shall recognize that the Job Steward is acting for the members as a whole and he shall not be discriminated against for expressing the wishes of the members. The Job Steward shall be called upon by the Employer to assist in a settlement of grievances, lay-off and disciplinary actions.
- 21:14** The Business Manager or other duly authorized representative of the Union will be allowed access to the job to conduct Union business providing this is done without interfering with the progress of the work in hand and that permission has first been obtained from the Electrical Contractor on the project.

Local Union 2085's Business Manager and/or his representative shall have access to all jobs for inspection and safety of its members, after checking with the Electrical Contractor, who in turn shall arrange his clearance with the Prime Contractor or Management if necessary.

In addition, for all camp jobs, the Electrical Contractor will make every effort to arrange board and room for the Business Manager and/or his representative at any time that these jobs are visited.

- 21:15** The Employer is to deduct from the wages of each employee:
- (A) Whether or not the employee is a member of the Union, the amount of monthly dues and contributions as per Article 22, as required by the Union, shall be deducted.
 - (B) If an employee provides the Employer with a signed authorization recognized by the Union for the deduction of initiation fees, assessments or back dues, the Employer will accept the authorization as correct and will not be held responsible for any error therein and will make deductions to be applied against the initiation fees, assessments or back dues owing in accordance with the terms of the signed authorization and remit same to the Union.
 - (C) The deduction for Union dues shall be taken from the first pay period of the month and remit the amounts deducted to the Financial Secretary by the 10th of the following month.
 - (D) The Employer shall list the names and classifications of the employees from whose wages deductions have been made under Clause (A) and the amounts so deducted from each employee's wages.

21:16 The Employer agrees to provide suitable space on the bulletin board for posting of Local Union Notices.

21:17 If the Local Union arranges a mark up meeting authorized through the Manitoba Building and Construction Trades Council, the Electrical Trade Division Employer who is involved with the project in question agrees to participate in the meeting.

21:18 Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-working, non-resident journeyperson. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of this Union shall be accepted and put into effect.

ARTICLE 22 - TRUST FUNDS

22:01 Health and Welfare Fund

(A) The Employer and the Union agree to joint contributions to the Local 2085 Health and Welfare Fund for all hours worked, by all employees covered under this Collective Agreement, at the following rates:

Effective May 1, 2007	Employer - \$1.00 per hour Employee - \$0.50 per hour
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Effective May 1, 2008	Employer - \$1.00 per hour Employee - \$0.50 per hour
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Effective May 1, 2009	Employer - \$1.00 per hour Employee - \$0.50 per hour
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(B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made. The Employer concerned will not only remain liable to the Trust Fund for the amount of any deductions not so paid, but shall also be responsible for any claim or benefits lost to the employee or employees by reason of the failure to make deductions in the amounts and at times provided herein.

(C) The Health and Welfare Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The Composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

22:02 Pension Fund

(A) The Employer agrees to the contributions to the Local 2085 Pension Fund for all hours worked, by all Journeypersons covered under this Collective Agreement, at the following rates:

Effective May 1, 2007	Employer - \$3.00 per hour
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Effective May 1, 2008	Employer - \$3.15 per hour
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Effective May 1, 2009	Employer - \$3.15 per hour
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- (B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Employer agrees to contributions to the Local 2085 Pension Trust Fund for all hours worked, by apprentices to be prorated for the four (4) levels of apprenticeship covered under this Collective Agreement at the following rates:

	<u>May 1, 2007</u>	<u>May 1, 2008</u>	<u>May 1, 2009</u>
1 st Year Apprentice Employer	\$1.20	\$1.26	\$1.26
2 nd Year Apprentice Employer	\$1.50	\$1.58	\$1.58
3 rd Year Apprentice Employer	\$1.95	\$2.05	\$2.05
4 th Year Apprentice Employer	\$2.40	\$2.52	\$2.52

- (C) The Pension Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of five (5) members and the Chairman shall have a vote at such meetings only in the event of a tie.

22:03 Group Registered Retirement Savings Plan

(A) The Employer and the Union agree to Employee contributions to the Local 2085 Group Registered Retirement Savings Plan for all hours worked, by all Journeyman Electricians covered under this Collective Agreement, at the following rates:

May 1, 2007: - \$1.25 per hour

(B) Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

(C) The Group Registered Retirement Savings Fund shall be controlled by a Board of Trustees consisting of seven (7) persons. The composition of the Board shall be four (4) Union nominees and three (3) Employer nominees. The chairman shall be a Union nominee. A quorum shall consist of five (5) members and the chairman shall have a vote at such meetings only in the event of a tie.

22:04 Electrical Industry Promotion Trust Fund

All Employers shall contribute thirty-five (35) cents per hour, for all hours worked, by all employees covered under this collective agreement to the Electrical Industry Promotion Trust Fund.

Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the IBEW Local 2085, a detailed listing of all contributing employers and the total amount of hours worked for each employer for the following remittances. Such remittance shall be post marked no later than the 20th day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Electrical Industry Education Trust Fund, an equivalent amount of fifteen (15) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Electrical Contractors Industry Fund, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the I.B.E.W. Local 2085, an equivalent amount of five (5) cents per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the C.L.R.A.M. an equivalent amount of ten (10) cents per man hour worked based on the total contributions received.

22:05 Electrical Industry Education Trust Fund

The Electrical Industry Education Trust Fund shall be controlled by a Board of Trustees consisting of five (5) persons. The composition of the Board shall be three (3) Union nominees and two (2) Employer nominees. The Chairman shall be a Union nominee. A quorum shall consist of three (3) members and the chairman shall have a vote at such meetings only in the event of a tie.

ARTICLE 23 - ADMINISTRATION OF AGREEMENT

In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice a year for the purpose of discussing mutual problems and matters of interest.

Each Employer shall contribute an amount in cent-per-hour, as specified by the Association, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto including the expenses of the Construction Labour Relations Association of Manitoba.

In particular the costs of meeting accommodations for the purpose of Collective Bargaining and Joint Safety Conferences.

ARTICLE 24 - EFFECTS OF LAW

In the event that any of the provisions of this Agreement are found to be in conflict with any Federal or Provincial Law, now existing, or hereinafter enacted, it is agreed that such Law to the extent that it conflicts with the terms of the Collective Agreement nullify and replace the conflicting provisions of the Collective Agreement without in any way affecting the remainder of the Agreement.

ARTICLE 25 - JOINT CONFERENCE COMMITTEE

25:01 (A) The Joint Conference Committee shall consist of three (3) Electrical Contractors and two (2) alternates, and three (3) representatives of the Union and two (2) alternates. The Committee shall select a Chairman and a Secretary from the Committee, but not both from the same group.

(B) The Joint Conference Committee shall hold regular meetings at least quarterly, and shall recommend solutions to industry problems to the parties. All matters coming before the Joint Conference Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

(C) The Joint Conference terms of reference shall include all matters concerning the welfare of the trade and the markets of the industry, but, in order to promote a spirit of co-operative effort and problem solving at all meetings of the Committee, no grievances will be handled by this Committee.

Executed at Winnipeg, Manitoba this _____ day of _____, 2007.

Abco Supply & Service Ltd.
Black & MacDonald Limited
Centec Electric Ltd.
Comstock Canada Ltd.
E.S. Fox Ltd.
Herzog Mechanical Ltd
Jacobs Industrial Services Ltd.
Keewatin Electric & Diesels Ltd.
Madsen Electric (1978) Ltd.
McCaine Electric Ltd.
Nor Tec Electric
Northwest Electric Ltd.
Northwest (Thompson) Ltd.
Wescan Electrical/Mechanical Services

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of and as agents for each individual member firm of its Electrical Trade Division separately and for those firms for whom the Association has the bargaining rights.

Per _____
A. Schleier, Chairman

Per _____
P. Wightman, Executive Director

Per _____
M. Zajac, Director, Electrical Trade Division

SIGNED AND SEALED BY THE AUTHORIZED OFFICERS OF:

Local Union 2085
International Brotherhood of Electrical Workers

R. Stecy, Business Manager

R. Shoffner, President

APPENDIX “A”

SCHEDULE OF TOOLS

To be supplied by Level 1 Apprentice *

- 1 Hammer *
- 1 Hack Saw Frame *
- 1 – 9 inch Level *
- 1 – 1 inch by 16 – foot metric/standard Steel Tape *
- 3 Blade Screw Drivers *
- 3 Robertson Screw Drivers *
- 1 Centre Punch *
- 1 – 10 inch Water Pump Pliers *
- 1 – 8 inch Linesman Type Pliers *
- 1 – 8 inch Diagonal Cutters *
- 1 – Needle Nose Pliers *
- 1 Knife *
- 1 Tool Pouch *
- 1 Tool Box *

- 1 Tap Wrench Handle
- 1 Set Allen Wrenches – up to ½ inch size
- 1 Voltage Tester – 110 – 550 Volts
- 1 Chalk Line
- 1 Phillips screw driver
- 1 Tin snips
- 1 12” combination square
- 1 Stubby Screw Driver Set
- 1 Nut Driver Set
- 1 Flashlight “AA”(batteries to be supplied by Employer)
- 1 Set Wrenches Combination ¼” – ¾”
- 1 Drywall Saw
- 1 Small Wire Strippers

APPENDIX "B"

PROVINCIAL BUILDING & CONSTRUCTION TRADES COUNCIL CAMP STANDARDS COVERING THE PROVINCE OF MANITOBA.

ARTICLE 1

Campsite:

Every camp shall be so located that the best possible drainage can be provided to guard against year round climatic conditions.

ARTICLE 2

Inspection and Approval:

- (A) Prior to the construction of a camp to be occupied by Building Tradesmen, the responsible authority will first submit plans in duplicate to the Council for approval and such approval or rejection shall be given within fifteen days of application and shall be binding provided the approved standards are met. One copy of the approved plans, duly initiated by both parties shall be retained by the Secretary of the Council.
- (B) If it is necessary to provide temporary quarters for men who are erecting a camp, such quarters will be subject to approval by the Council, on the basis of reasonable standards, taking the circumstances into consideration.
- (C) PORTABLE CAMPS - In the matter of portable camps, only those camps which are pre-built, conveyed to the site and set up by members of "Union" affiliated to the various Building and Construction Trades Councils, will be approved.

ARTICLE 3

Effective Date:

These Camp Rules and Regulations shall become effective on May 1, 1977, and shall apply only to camps or camp additions constructed after this date.

ARTICLE 4

Living Accommodations

- (A) Each occupant shall be provided with a single room of not less than eighty (80) square feet of floor space. The interior walls and ceilings of the room shall be covered with a suitable material such as lino or tile. The room shall be properly insulated to guard against year round climatic conditions and sound. Each room shall be fully enclosed with a door and mortise-type lock and the occupant shall be supplied with a key. There shall be a weather proof window in each room, which shall be covered by a screen and equipped with window blinds or lined drapes.
- (B) A clothes closet of minimum dimensions of 24 inches depth and 36 inches width, and of sufficient height to permit the hanging of over-coats and such like personal belongings, a shelf to serve as a luggage rack.
- (C) A single household-type bed of box spring and mattress construction. The bed shall not be less than six feet in length and shall be of good quality.
- (D) A table equipped with a drawer.
- (E) A radio shelf.
- (F) A waste basket and an ash tray.
- (G) A chair.
- (H) At least three (3) coat hooks on interior walls.
- (I) A mirror-type cabinet.
- (J) A towel rack, soap dish, and a glass holder.

- (K) Individual controlled heat per room.
- (L) Electrical outlets and fixtures; i.e. a ceiling light with a wall switch, a bed light and wall plug, a mirror light with a razor outlet.
- (M) Each occupant shall be supplied with fresh, clean bed clothing, to include a mattress cover, two sheets, two pillows, two pillow cases, two blankets, and a bed cover. Sheets and pillow cases to be changed weekly, bed cover and mattress cover to be changed monthly. Blankets to be changed every three months.
- (N) Room to be maintained daily by members of the camp staff. Such maintenance to include making of beds, emptying ashtrays and waste baskets, sweeping floors, etc.
- (O) Corridors to be enclosed and heated.
- (P) A heated dry room for the purpose of drying daily outer clothing shall be made available in the living accommodations of sufficient size to accommodate the number of occupants housed in such accommodation on the scale of four square feet per man. The same to be equipped with racks and clothes hangers. The Council will support the instant dismissal in any case where a camp resident has been found guilty of willful damage to the camp premises and recommend that the Employer institute the necessary action to recover damages as the result of the willful damage.

ARTICLE 5

Toilet and Washroom Facilities:

- | | | |
|-----|-------------------------------|-----------------------|
| (A) | One to fifteen men | - two flush toilets |
| | Sixteen to thirty men | - four flush toilets |
| | Thirty-one to forty-five men | - five flush toilets |
| | Forty-six to sixty men | - six flush toilets |
| | Sixty-one to seventy-five men | - seven flush toilets |
| | Seventy-six to ninety men | - eight flush toilets |

and one additional flush toilet for every additional fifteen men thereafter.

- (B) There shall be sufficient urinals, one shower for every two men, one wash basin for every five men, to be porcelain type, (as in household bathroom), one mirror to each basin, and also proper outlets for an electric razor are to be provided.

ARTICLE 6

Recreation:

- (A) Recreation rooms shall be supplied with sufficient areas to accommodate the number of men to be housed in the camp. This is to be approved by duly authorized Building Trades Camp Committee, prior to occupancy.

Suggested Facilities:

1. T.V. sets supplied where reception is available
 2. Dart boards
 3. Ping Pong tables
 4. Card tables
 5. Space available for men to make a curling rink
- (B) A camp commissary to be provided which shall be stocked with smokes, soft drinks, magazines, soap and showering needs, and in isolated camps work clothes (gloves, socks, etc.) at prevailing retail prices.

ARTICLE 7

Laundry Facilities:

- (A) Each living accommodation unit housing up to twenty-five (25) men will be provided with an automatic type washer and automatic type dryer. The same scale shall apply in the case of larger living accommodation units.
- (B) On large projects where camps of 500 men or more are required the location of such facilities shall be determined at a pre-job conference if laundry facilities are separate from living accommodations.
- (C) The laundry facilities shall contain a dual wash tub with an adequate supply of hot and cold running water. Such units to be supplied at the ratio of one unit to every twenty-five (25) men.
- (D) Laundry facilities shall be maintained in a clean condition daily by members of the camp staff.

ARTICLE 8

Catering:

(A) Quality of Food -

Meats - must be Blue Brand or Red Brand.

Turkeys, chicken and other fowl must be "A" Grade.

Dairy Products - (including eggs) must be "A" Grade.

Canned Fruit and Vegetable - must be Choice or Fancy Quality.

(B) Menu Requirements -

Breakfast -

Three (3) varieties of chilled juices, hot porridge, assorted dry cereals, bacon, fried and boiled eggs, white and brown toast, tea, coffee, milk.

Variables - One of stewed prunes, stewed rhubarb, 1/2 grapefruit, or other fruit. Ham and sausage at least twice a week and one other of assorted meats on other days. One of hot cakes, french toast, waffles.

Lunch -

Soup (clam chowder on Fridays). First, second or third line meats, (one of each but can substitute second line or third line). Boiled potatoes, two vegetables. Assorted cold cuts (must include cold roast beef and ham). Two types of salad. Salad dressing and oils. Pickles. Brown and white bread and rolls. Cake, cookies and pastry. One type of pie. Tea, coffee, milk.

Variables - One of mashed, baked, scalloped, or french fried potatoes. Two each of: celery, carrot sticks, radishes, sliced tomatoes, sliced cucumbers, green onions, sliced boiled eggs, cheese. One of jello or puddings. Canned fruit once per week. Ice cream twice per week. One of lemonade, kool-aid, freshie.

Dinner -

Same as lunch except as follows:

Canned fruit three times per week. Ice cream twice per week.

(C) Lunchroom -

When sandwiches are prepared they shall be prepared by the catering staff and when practical a pre-order system may be utilized, if required by the caterer and a good assortment of sandwiches must be available.

Sandwiches must include cold roast beef, ham and pork, plus prepared meats for all lunchroom hours. In addition, there must be devilled eggs, fish, lettuce, cheese and appropriate sandwiches and dressings. Pickles plus three of the following must be provided for packing with lunches: celery, carrot sticks, radishes, sliced tomatoes, sliced cucumbers, green onions and sliced boiled eggs. Assorted cakes, cookies, pastries, and pies, plus tea, coffee and milk for thermos fillings must be provided.

(D) Fresh Fruit -

To be available for all packed lunches, or to be picked up in the dining room at the meal hour. This ensures that those who do not take a packed lunch have an opportunity for fresh fruit each day.

(E) Meat Choices -

First Line: Beef, steak, cutlets, roast beef, roast pork, baked ham, ham steak, chicken, turkey, pork chops, roast lamb and roast veal.

Second Line: Fish (must be served on Fridays) short ribs, spare ribs, stews, meat pies, liver, curried dishes, spaghetti and meat balls, sausages, tongue, salisbury steak, swiss steak, ground beef and corned beef.

Third Line: Hot dogs, omelets, chili con carne, baked beans, chicken and turkey turnovers, and dishes utilizing left-over meats.

(F) The men are entitled to eat all the food that they want. The size of individual servings may be limited, but free access must be provided for those who wish to return for additional servings. If the serving line runs out of the first line meat choices during meal periods then it must be replaced by another of the first line meats.

(G) Coffee -

In addition to meal hours, coffee shall be made available daily in the recreation hall or other appropriate camp facility during at least two evening hours and an equivalent time appropriate to serve men who have worked afternoon or graveyard shifts, so that all of the work force has access to coffee some time during normal non-working hours. There may

be a charge of five (.05) cents per cup for this coffee service and an accounting of monies received in this manner to be available to a selected recreational committee. The committee shall provide such additional recreational facilities and/or entertainments as seen desirable, with the intention that all equipment purchased from this fund shall at the expiry date of the camp be donated to a recognized charitable organization on behalf of the Manitoba and Winnipeg Area Building and Construction Trades Council and the Employers.

- (H)** Cafeteria style of serving meals will be acceptable provided trays and dishes are cleared by members of the culinary staff.
- (I)** Settings at the table shall not be less than 30 inches per person with adequate width and space between tables.
- (J)** Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times.
- (K)** The menu shall be posted in the entrance hall in a conspicuous position.
- (L)** Dinner plates to be kept warm prior to the serving of meals.
- (M)** The following stations shall be so located so as not to impede the serving of the steam tables:

 - (i) Beverage Station, i.e. tea, coffee, milk, cold drinks, etc.
 - (ii) Fresh Fruit Station, i.e. apples, oranges, bananas, pears, plums, grapes, watermelon, etc.
 - (iii) Cold Table, i.e. salads, cold meats, green vegetables, cheese, etc.
- (N)** The men will not be required to stand outside of the entrance hall, waiting for the line-up to go through.
- (O)** The entrance to serving lines shall be fully enclosed; with clothes hooks and shelves to accommodate the hanging of outer clothing and hard hats.
- (P)** To expedite meal service, meal hours may be staggered.
- (Q)** The Council will support the instant dismissal of any case where a camp resident has been found guilty of taking food in any form off the camp premises unless authorized.

APPENDIX "C"

The Construction of:

- (A) a power generating station, nuclear station or power converted plant,
- (B) an oil refinery,
- (C) a chemical plant,
- (D) a steel mill,
- (E) a pulp mill or paper mill or pulp and paper mill,
- (F) a brewery,
- (G) a distillery,
- (H) a compressor station,
- (I) a mining installation above or below the surface of the ground,
- (J) a mineral refinery,
- (K) a smelter,
- (L) a petroleum processing plant or a gas processing plant, or a petroleum and gas processing plant, or a petroleum pumping station; or such other projects agreed on between the parties.
- (M) Food Processing Plants over 50,000 square feet
- (N) Water and Waste Treatment Plants over 50,000 square feet

In addition, industrial work shall include such work considered as industrial construction as is mutually agreed by the Joint conference Committee to be applicable to this agreement effective on the date of ratification of the changes by the parties to this agreement.

APPENDIX "D"

WORKSITE SERVICES

Manitoba Electrical Code.

49(1) Subject to sections 50 to 59, every employer shall cause the installation and repair of electrical equipment and wiring to conform to the requirements of the Manitoba Electrical Code or, where applicable, the appropriate City Electrical By-Laws.

Exception.

49(2) Sections 50 to 59 do not apply to a public service corporation or a department of a municipality responsible for the generation or distribution of electricity.

Electrical panels and switches.

50 Every employer shall cause electrical panels and switches controlling a service supply, feeder, or branch circuit to be:

- (a) securely mounted in a vertical position to a substantial support in an area free from any accumulation of water;
- (b) readily accessible to a worker and clear of any obstructions; and
- (c) provided with an approved cover over uninsulated parts carrying a current.

Locking-Out.

51(1) Subject to subsection (2), every employer shall cause electrical distribution switches, including main circuit breakers, to be provided with a suitable means for locking-out in the open or de-energized position.

Tagging-Out.

51(2) Where an electrical distribution switch is not of the type that can be locked in the open or de-energized position, the employer shall cause a means to be provided whereby the switch can be plainly tagged-out or secured against re-energization.

Worker not to lock electrical switches.

52 No worker shall lock or otherwise fix electrical switches in the closed or energized position, excepting designated systems such as fire alarm systems which must be locked to prevent unauthorized access.

Cable and wire used for electrical distribution.

53 Every employer shall cause a cable or wire used for electrical distribution to be:

- (a) suspended overhead in a secure manner to provide adequate clearance for workers and material; and
- (b) protected from mechanical damage by metal conduit, boards, planks, or other similar materials where the cable or wire cannot be securely suspended.

De-energizing of electrical equipment and circuits.

54(1) Except as provided by Section 55, every worker doing electrical work shall de-energize and lock and tag-out, pursuant to Section 51, electrical equipment or electrical circuits that are to be worked on and these shall not be re-energized by that worker until all work is completed and all persons are safely located.

Exception.

54(2) Subsection (1) does not apply to extra low voltage/low energy (30 volts or less/1000 volts amps or less) electrical equipment and circuits that are not considered dangerous to the safety and health of workers, when energized.

Work on energized equipment and circuits.

55 Where it is not reasonably practicable to de-energize electrical equipment or electrical circuits, no worker shall undertake work on energized electrical equipment or electrical circuits until,

- (a) the employer, in consultation with the worker, has assessed the conditions of circumstances under which the worker is required to work;
- (b) the employer, in consultation with the worker, has developed and documented a working procedure which shall provide for:
 - (i) the safety and health of the worker, and
 - (ii) the use of safety equipment and assistance appropriate to the task.
- (c) the working procedure, described in clause (b), has been mutually agreed to by both the employer and the workers;

- (d) the employer has provided to the worker such information, instruction, training, personal protective equipment, devices and supervision, pursuant to clause (b) as may be required to provide for the safety and health of the worker; and
- (e) the worker uses all devices, wears all personal protective equipment, and undertakes work on energized electrical equipment and electrical circuits in accordance with the working procedure described in clause (b).

Electrical extension cords.

56 Every employer shall cause an electrical extension cord to:

- (a) be of an approved type with a proper grounding connection;
- (b) be visually inspected before each day's use for possible damage and repaired or replaced where necessary;
- (c) not be used if the grounding post has been removed or been made inoperative; and
- (d) where passing through work areas, be covered or elevated to protect it from damage and prevent a tripping hazard.

Electrical receptacles.

57 Every employer shall cause a receptacle for an attachment plug to be of the concealed contact type and properly grounded.

Tools to be grounded or double-insulated.

58 An employer shall ensure a worker uses only electrical equipment or tools that are properly grounded or double insulated and bear the CSA certified label.

Transformer protection.

59 Every employer shall cause transformers and other related electrically energized equipment to be suitably located and protected by a housing or an enclosure to prevent accidental worker contact.

Lighting.

60(1) Every employer shall provide a workplace where workers are employed with sufficient lighting for the work to be done safely and the illumination, as measured by a light metering device, shall be at least:

- (a) 25 lux for work under a night sky or in an underground tunnel; and
- (b) 55 lux for stairways, hall ways and other passageways used by a worker to travel to and from a worksite.

Emergency lighting.

60(2) Where failure of the regular illumination source would create conditions dangerous to a worker, the employer shall provide an emergency system of lighting for the work area and exit routes.

Temporary lighting facilities.

60(3) Every employer shall cause temporary lights, including "string" type lighting to:

- (a) where necessary, be suitably located and guarded to prevent accidental worker contact with the bulb;
- (b) not be suspended by their electrical cords, unless the cords and lights are designed for this type of suspension; and
- (c) be assembled, installed and maintained in a safe manner.

Temporary heat and steam supply.

61 Where a temporary heat or steam supply is provided, every employer shall cause:

- (a) the appliance to be installed and operated in a safe manner; and
- (b) the steam piping to be securely supported and, where such piping is within the reach of a worker, the piping shall be provided with guards or insulation for protection.

Gasoline not to be used.

62 Every employer shall ensure that no heating appliance uses gasoline or naphtha fuels, excluding C.S.A. approved catalytic space heaters installed and maintained in accordance with the requirements of the standard described in Schedule "A". (of the Workplace Safety & Health Act)

Progressive Discipline Guideline

The C.L.R.A.M.'s Electrical Contractors Trade Division and the I.B.E.W. Local 2085 agree that the following "Progressive Discipline Guideline" will be implemented on all job sites where I.B.E.W. members of Local 2085 work for Contractors of the C.L.R.A.M. Electrical Trade Division. This Guideline will become effective on September 1, 2003 and will be posted at all effected job sites and will be provided to all employees prior to its implementation date.

In order for this guideline to be fair and equitable in its application, it is essential that the employee understand that he has the right to be accompanied by his job steward or another IBEW member during all disciplinary meetings with his Supervisor. The employee may choose to waive this right, and if he does so, this point should be noted and signed off by the employee in question.

1. **VERBAL WARNING:** An employee who has committed an infraction is verbally warned and told that if the same infraction occurs again (within some specified period), the degree of disciplinary action will be increased.

Examples would be: minor safety policy violations, minor work-site disruptions, poor workmanship issues, attendance (reporting to work late) problems, verbal abuse to Supervisor and co-workers, etc.

2. **WRITTEN WARNING:** If the employee again commits the same or similar violation within the specified period (or possibly an unrelated infraction) the employee will be given a written warning which will be placed on his/her personnel file. The employee will be told that if any further misconduct occurs, the employee will be disciplined again, more severely.
3. **SUSPENSION AND FINAL WARNING:** If the employee again transgresses in the misconduct, he will be suspended from employment for a period of time without pay and will be given a final warning.

This warning clearly will normally specify discharge as the result of another infraction This step may be repeated, however, for example, a one-day, then a five-day suspension.

4. **DISCHARGE:** If the employee again is guilty of misconduct (as outlined in Step 3), the employee may be discharged.

The Employee may also be immediately discharged, at the Contractors discretion, for gross disciplinary conduct.

Examples of gross disciplinary conduct: fraud, severe Health and Safety policy violations, severe work place disruptions, workplace violence and/or intimidation, etc.