



ELECTRICAL CONTRACTORS ASSOCIATION OF ALBERTA

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IMPORTANT NOTICE

TO: All Employers having a Bargaining Relationship with
IBEW Local Union 424 for General Construction Workers
(i.e. Inside Wiremen)

FROM: Brian Halina, Chairman
Labour Relations Committee

DATE: October 17, 2011

RE: May 2011 ECAA/IBEW Collective Agreement
Article Two – Grievance Procedure

At a recent Joint Conference Committee meeting, it was agreed by ECAA and IBEW 424 that a modification to the existing Article Two Grievance Procedure was required to provide further clarification.

Both parties are in agreement that these modifications to the language are reflective of the original intent of the clause and that the modifications are only being made to provide clarity and further define the clauses intent.

Article 2.06 (g) is modified as follows:

2.06 (g) The Joint Grievance Committee shall render its decision, in writing, not exceeding Ten (10) working days after it has met to consider the grievance. *The Grievance shall be deemed settled if the Joint Grievance Committee reaches a majority decision, and that decision shall be binding on all parties.*

Please forward this information to the applicable individuals within your organization.

Brian Halina
Chairman
ECAA Labour Committee

Kevin Levy
Business Manager
IBEW L.U. 424

- (b) If the Union Business Representative is unable to resolve the grievance within Ten (10) working days of the occurrence, it may be filed in writing to the Employer and Employer's Association, and shall set out the following:
 - (i) A copy of the grievance signed by the Employee.
 - (ii) The Article and/or sections of the Agreement infringed upon or claimed to have been violated.
 - (iii) The remedy or correction the Employer is required to make.

Copies of all grievances filed with the Employer shall be forwarded to the Association by the Employer and the Union.

- (c) The Employer shall deal with the grievance and shall deliver his decision, in writing, not later than Five (5) working days after he receives the grievance. If the grievance is not settled it may, within Five (5) working days, be referred to a Joint Grievance Committee.
- (d) The Joint Grievance Committee shall consist of Two (2) representatives appointed by the Employer and/or the Association, and Two (2) representatives appointed by the Union. Individuals presenting the grievance, the grievor and/or the grievee shall not sit as representatives on the Joint Grievance Committee.
- (e) Either party may request, in writing, to appoint an independent Chairman to the Joint Grievance Committee. The Two (2) parties shall bear equally the expenses of the Chairman. Both parties shall mutually agree upon the selection of the independent chair.
- (f) The Joint Grievance Committee, unless previously appointed, shall be appointed within Ten (10) working days of the referral of any grievance. When the Joint Grievance Committee has been appointed it shall meet to consider the grievance not later than Ten (10) working days after its appointment or referral of the grievance. Failure to appoint a Joint Grievance Committee, without a written request for an extension to the time limits, shall allow the grieved party to refer the grievance directly to arbitration. An extension shall not exceed Ten (10) working days.
- (g) The Joint Grievance Committee shall render its decision, in writing, not exceeding Ten (10) working days after it has met to consider the grievance. The Grievance shall be deemed settled if the Joint Grievance Committee reaches a majority decision, and that decision shall be binding on all parties.
- (h) If the grievance is not settled by the Joint Grievance Committee, it may be referred to arbitration within Ten (10) working days following the conclusion of the hearing by the Joint Grievance Committee.
- (i) If the Employer and/or the Association, or the Union has a grievance, the same may be referred to a Joint Grievance Committee within Thirty (30) working days of either of the parties having knowledge of the infraction, or by mutual consent, be referred directly to arbitration.

- (j) If the grieved party fails to advance his grievance within the time limits set out in this Article, the grievance shall be abandoned.
 - (k) If the grievor exceeds the time limits set out in this Article, the grievor is free to proceed to the next step of the grievance procedure herein.
- 2.07 (a) The arbitration proceeding shall be in accordance with the provisions of the Labour Relations Code, as amended from time to time.
- (b) In the case of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Employer's decision in discharging, suspending, or disciplining the Employee, or by reinstating the Employee with full or partial compensation for time lost, or by other arrangement which is just and equitable in the opinion of the Arbitrator.
- 2.08 Notwithstanding these grievance procedures, it is understood that the Trustees of Article 11 shall be empowered to proceed directly to arbitration or take whatever action in law necessary to assure compliance with Article 11.
- 2.09 Notwithstanding the grievance procedure and the time limits contained herein, the Union shall be empowered to take whatever action in law necessary to collect unpaid wages and/or RRSP contributions and Union dues.

ARTICLE THREE - EMPLOYER RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function and right of the Employer, subject to the terms of this Agreement, to:
- (a) Operate and manage its business in all respects;
 - (b) Maintain order, discipline and efficiency;
 - (c) Make and alter from time to time the rules and regulations to be observed by Employees, providing such rules and regulations are uniformly and fairly applied to all Employees and are not in conflict with this Agreement; the Employer will inform Employees of these rules;
 - (d) Direct the working force;
 - (e) Determine job content, including methods, processes and means of production and handling;
 - (f) Select, hire, promote, demote, transfer, within its company and layoff because of lack of work;
 - (g) Discipline, suspend, discharge and/or terminate any Employee for just cause; however, any alleged wrongful dismissal, suspension or discharge will be subject to the Grievance Procedure provided herein.

It is agreed that the foregoing enumerations shall not be deemed to exclude other management functions and rights.