

SECTION 1 - PREAMBLE

100

This Agreement made between the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario and the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario is binding on each member or person represented by the parties. The Agreement is made in recognition of the fact that growth in the Electrical Industry and the success of the parties concerned depends on the cooperation of each Party in discharging their obligations and adhering, not only to the words of the Agreement, but also to the intent of the provisions as agreed upon therein.

In this Agreement, the terms Contractor, Employer and Company are interchangeable.

SECTION 2 - SCOPE OF THE AGREEMENT

200 UNION JURISDICTION

The Contractor agrees to recognize the inside and outside jurisdictions as outlined in the Constitution of the IBEW in the performance of all electrical work performed within the geographic jurisdiction of the Union as hereinafter defined:

Inside Work

All electrical signs, all street electrical decorations, when no messenger or guy wire is necessary for support. Installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported there from and except all outdoor substations as defined in Outside Work hereof.

When aerial wires or cables are used to provide electric current for buildings or structures within the property lines of any given property the inside worker's jurisdiction shall start immediately after the first point of attachment of such aerial wires or cables to such buildings or structures.

Inside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

Outside Work

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts and raceways when part of distributing systems outside of buildings, railroads and outside the directly related railroad property and yards. Installing and maintaining the catenary and trolley

work on railroad property, and bonding of rails. All underground ducts and cables when they are installed by and are part of the system of a distributing Company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations. All outdoor substations and electrical connections, up to and including the setting of transformers and the connecting of the secondary buses thereto.

Outside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

201 CONTRACTOR QUALIFICATIONS

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be a Contractor in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and whose principal business is Electrical Contracting and who maintains a permanent place of business and an adequate financial status to meet payroll requirements.

202 GEOGRAPHIC JURISDICTION

It is understood that the geographic jurisdiction of each Local Union is not subject to negotiation, but is established solely within the IBEW. The present jurisdictions of the Local Unions are as listed below:

IBEW LOCAL	ECA AREA	JURISDICTION
105	Hamilton	Brant, Norfolk, Wentworth Counties and all that portion of Oxford County south of a straight east to west line connecting the Town Line Road and Newell Road in the Town of Tillsonburg; the townships of Seneca, Rainham, North Cayuga, South Cayuga, Oneida, and Walpole in Haldimand County, and that portion of Halton County west of the Eighth Concession Line and South of Highway 401 in the Province of Ontario.
115	Quinte - St. Lawrence (Kingston)	Counties of Prince Edward, Hastings, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont and Glengarry.
120	London	Counties of Elgin, Huron, Middlesex and that portion of the Restructured County of Oxford north of a straight east to west line connecting the Town Line Road and Newell Road in the Town of

		Tillsonburg in the Province of Ontario.
303	Niagara (St. Catharines)	The Niagara Region and the portion of Haldimand-Norfolk Region east of the road running south of Caistorville to Lake Erie.
353	Toronto	The Regional Municipalities of York and Peel and that portion of Dufferin County east of Highway # 10 and south of Highway #9 and is part of the Town of Orangeville. That portion of Regional Municipality of Halton east of the Eighth Concession Line and south of 401 to Lake Ontario and the Municipality of Metro Toronto. Durham Region, Northumberland, Victoria, Peterborough, Haliburton and Simcoe Counties, the District Municipality of Muskoka and the townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the County of Parry Sound.
402	Thunder Bay	Districts of Thunder Bay, Rainy River and that portion of the District of Kenora bounded on the West by the Manitoba border and on the east by the 87° Meridian, in the Province of Ontario.
530	Sarnia	Lambton County.
586	Ottawa	The City of Ottawa, the United Counties of Prescott and Russell and the Counties of Lanark and Renfrew in the Province of Ontario.
773	Windsor	Essex County and the Municipality of Chatham-Kent.
804	Central Ontario (Kitchener)	The Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of Dufferin County laying east of Hwy #10 and south of Hwy #9 and in that portion of Halton Region north of Hwy 401 in the Province of Ontario.
1687	Northern Ontario (Sudbury)	Districts of Algoma, Cochrane, Nipissing, Sudbury, Timiskaming, Manitoulin Island, the District of Parry Sound, and the Sudbury Region save and except the Townships of Humphrey, Conger, Christie, Foley, Cow-

per, McKellar, McDougall and Hagerman; that portion of the District of Kenora bounded on the west by the 87° Meridian and on the East by the Quebec border in the Province of Ontario.

SECTION 3 - DURATION OF THE AGREEMENT

300 DURATION

This Agreement shall become effective on May 1, 2019 and will expire on April 30, 2022.

301 NOTICE

Either Party to this Agreement may give notice of change or termination of this Agreement in writing to the other Party not more than ninety (90) days prior to the expiry date and not less than thirty (30) days prior to the expiry date of this Agreement and negotiations must begin within fifteen (15) days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

302 AMENDMENTS

This Agreement shall be subject to amendment by mutual consent of the ETBA-ECAO and IBEW-IBEW/CCO.

Any amendment agreed upon, whether it is provincial or local, shall be reduced to writing, signed by the ETBA and the IBEW/CCO and approved by the International Office of the Union, the same as this Agreement before such amendments are to be considered a part of this Agreement.

SECTION 4 - MANAGEMENT RIGHTS

400 RIGHT TO MANAGE

Subject to the terms of this Agreement, the Union acknowledges the right of the individual Contractor to manage the business in which he/she is engaged and to direct the working forces, to discharge or discipline Employees for just cause.

401 REGULATIONS

To maintain order and to make, from time to time, reasonable rules and regulations to be observed, which will not be inconsistent with the provisions of this Agreement. All such rules must be posted in an accessible location and/or made available to all Employees.

The Local Union shall receive a copy of any rules or regulations made by the Electrical Contractor.

402 WORK ETHICS

- A. The Union shall not sign this Agreement with any Party whose business is not recognized as electrical work.
- B. No member of the Union will be permitted to contract or to perform electrical work other than for his/her present Employer.
- C. No member of the Union shall be permitted to work at electrical construction work for anyone who is not a Party to this Agreement.

403 SUBCONTRACT

The Union recognizes the Contractor's rights to contract or subcontract work to another Contractor who is a signatory to this Agreement.

SECTION 5 - UNION RIGHTS AND REPRESENTATIVES

500 UNION RECOGNITION

The Contractor recognizes the Union as the sole Employee Bargaining Agency for all Foremen, Journeyman Electricians, Instrumentation Electricians, Apprentices, Pre-Apprentices, Journeyman Linemen (Powerline Technician)-Spicers, Apprentice Linemen-Spicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen, Foresters, Communication Electricians, Journeymen and Apprentice Network Cabling Specialists/Communication Technicians, and Communication Cable Installers performing work within the acknowledged jurisdiction of the Union, as defined in Section 151(2) of the Labour Relations Act (LRA), and similarly the Union recognizes the Contractor as the sole Employer Bargaining Agency.

501 UNION ACCESS

The Business Manager of the Union and/or his/her identified Representative shall be allowed access to any job or shop where workers are employed provided he/she shall first report to the Job Foreman or Superintendent.

502 STEWARDS

The Business Manager reserves the right to appoint or remove a Steward or Stewards on any job where workers are employed under the terms of this Agreement.

The Contractor shall be notified in writing when a Steward is appointed.

The Steward will be responsible for his/her regularly assigned work on behalf of the Contractor.

Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.

503 STEWARDS

No Steward shall be discriminated against by the Contractor because of the performance of his/her duties as a Steward.

The Steward shall have the opportunity to work on all overtime and shall be notified in advance of all overtime.

The Steward shall not have his/her employment terminated until as near as possible to the completion of the job, unless with just cause and unless prior notification has been given to the Business Manager.

504 STEWARDS

If it is desired to transfer the Job Steward to another job, such transfer must be approved by the Local Union Business Manager.

505 SUBCONTRACTING

The Company shall not directly or indirectly contract, subcontract, or sublet any work under the jurisdiction of this Agreement to any other Employer or Employee who is not a Party to an IBEW Construction Agreement nor require any Employee to work on a piecework basis.

506 UNION LABEL

The Contractor will endeavour to assist the Union to promote and make use of, where and when applicable, all material bearing the IBEW Union label.

507 PREFABING

The cutting, threading and bending of all conduit, except for catalogued items, and the fabrication of all brackets and supports, except for catalogued items, shall be performed by workers under the terms of this Agreement in their respective Local Union jurisdictions.

508 OTHER SIGNATORIES

The Union shall advise the Secretary of the Electrical Contractors Association within five (5) days of the name of any Contractor for whom the Union acquires bargaining rights during the term of this Agreement. The ETBA agrees to supply a list of all Union Contractors to the Secretary of the CCO.

509 JURISDICTIONAL DISPUTES (STIPULATED)

When a work claim dispute arises between the Union which is a Party to this Agreement and any other union, person or organization which cannot be settled to the satisfaction of all parties concerned, such a dispute shall not be the subject of a grievance under this Agreement, or the LRA, but shall, without any stoppage of work or interference with the progress of the job, be processed in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry or to any similarly structured board, which may be established if the said Plan is not available to the parties.

In the meantime, work will continue as assigned by the Employer until otherwise changed by decision of the Joint Board or the Ontario Labour Relations Board.

510 LOCAL UNION PART OF IBEW

Each Local Union is a part of the IBEW and it is therefore understood that any alleged violation or annulment of the working rules of any Local Union in the IBEW shall be considered by the Head Office of the IBEW. Failing settlement, it shall be considered sufficient cause for the cancellation of these working rules forthwith.

SECTION 6 - EMPLOYEE DESIGNATION

600 JOURNEYPersons

- A. Journeypersons must be capable of performing in an efficient manner the functions of an Electrician as defined under the Ontario College of Trades and Apprenticeship Act or any successor legislation.
- B. Workers shall install all electrical work in a safe and workmanship-like manner, and in accordance with applicable code and contract specifications.
- C. An Instrumentation Electrician must be a Journeyperson Electrician who is also qualified to perform instrumentation work.
- D. A Communication Electrician must be a Journeyperson Electrician who is also qualified to perform communication work.
- E. Journeypersons Network Cabling Specialists must be capable of performing in an efficient manner the functions of a Communication Technician as defined under Ontario College of Trades and Apprenticeship Act or any successor legislation.

601 APPRENTICES (See also Clause 1801)

- A. All Apprentices shall be governed by this Agreement and the Ontario College of Trades and Apprenticeship Act (OCTAA) or any successor legislation.
- B. The approval of the qualifications of the applicant Apprentice, his/her registration and the supervision of his/her training shall come under the control of the Apprenticeship Council whose Terms of Reference shall be jointly established by the Local Union and the Local ECA.

In exercising this function, the Apprenticeship Councils shall be committed to providing equal treatment of all applicants in recruitment without discrimination. Decisions by the Apprenticeship Councils about employment shall be made solely on the essential skills, capability, knowledge and experience to perform the job.

- C. Apprentice Network Cabling Specialists must be capable of performing in an efficient manner the functions of a Communication Apprentice as defined under Ontario College of Trades and Apprenticeship Act.
- D. All Apprentices must work under the direction of a Journeyperson.

602 FOREMEN

Refer to the Local Appendix for the jurisdictional area concerned.

SECTION 7 - HIRING PROCEDURE

700 HIRING

In accordance with Section 163.5(7) of the Labour Relations Act or other similar legislation which may be enacted, the IBEW IBEW-CCO and the ETBA agree that an Employer may not make the election under Section 163.5(1) but instead agrees to the following provisions of Sections 700, 702, 703, 704 and 705 of the Provincial Section of the Principal Agreement.

- A. The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all electrical work. When hiring through the Local Union office, the Contractor shall be entitled to name hire up to fifty (50) percent of the IBEW members, including Foremen. When making appointments to the Foreman level, the Employers will give consideration to those Journeypersons they presently employ. 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. All members are to be dispatched to the Contractor. The Business Manager of the Local Union has the discretion to permit higher percentages for name hires.
- B. The name hired member must have been on the out of work list for two (2) calendar weeks immediately prior to hiring. This two (2) week condition does not apply to Foremen. The Business Manager shall have the discretion to waive the two (2) week condition for any other members. There shall be no "banking" of name hired calls, so that any Contractor not utilizing its full name hire allowance shall not be permitted to include the unused portion of such allowance when hiring at a later date. The ETJB will be empowered to develop necessary mechanisms to prevent abuses.
- C. The provisions of Section 700 A shall be applied in accordance with the following grid. In the event that the Contractor requires more than twenty (20) employees, the formula set out in the grid shall continue to be applied.

**SECTION 700 - RESIDENT CONTRACTOR
NAME HIRE**

# Required	Contractor Name Hire	Local Union List
1	1	0
2	1	1
3	2	1
4	2	2
5	3	2
6	3	3
7	4	3
8	4	4
9	5	4
10	5	5
11	6	5
12	6	6
13	7	6
14	7	7
15	8	7
16	8	8
17	9	8
18	9	9
19	10	9
20	10	10

701 WORKING CARDS

If the Local Union is unable to furnish certified Local Union workers to the Contractor within three (3) working days of the time the Union Office receives the request for workers (excepting Saturdays, Sundays and Holidays) the Contractor shall be afforded the right to employ certified workers as are available. These workers shall make application to join the Local Union. The Local Union will issue working cards to workers hired in these circumstances who may be replaced by certified Local Union workers after three (3) working days' notice to the Contractor, but in no case until a worker has worked a minimum of one (1) week.

702 NON-RESIDENT CONTRACTORS

- A. Any non-resident Contractor undertaking any electrical work within the jurisdiction of a Local Union shall be allowed to bring in only one (1) experienced Electrical Representative for each job or project. Such Representative shall be a member of the IBEW and shall register at the Local Union Office and be issued a clearance card.
- B. In addition to Section 702 A, any non-resident Contractor undertaking any electrical work within the jurisdiction of a Local Union shall be allowed to bring in from outside the Local Union area the next IBEW member for each job or project and shall be allowed mobility up to a maximum of twenty (20) percent of its total workforce, for each job or project (excluding the IBEW member referred to in 702 A above, see chart 702 B and such members shall register at the Local Union Office and shall be issued clearance cards. Non-resident Contractors shall

be allowed to name hire so long as the combination of name hires and mobility hires shall not exceed fifty (50) percent of its workforce, including name hired Foremen. All name 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. Any non-resident Contractor not utilizing its full mobility allowance shall be permitted to include the unused portion of his mobility allowance as local area name hires. The Business Manager of the Local Union has the discretion to permit higher percentages for name hires and/or mobility.

The provisions of Section 702 B shall be applied in accordance with the following grid. In the event that the Contractor requires more than twenty (20) employees, the formula set out in the grid shall continue to be applied.

**SECTION 702 B NON-RESIDENT
CONTRACTOR MOBILITY
AND NAME HIRE**

# Required	Mobility	Name Hire	Local Union List
1	1	0	0
2	1	0	1
3	1	0	2
4	1	1	2
5	1	1	3
6	1	2	3
7	1	2	4
8	1	3	4
9	1	3	5
10	2	3	5
11	2	3	6
12	2	4	6
13	2	4	7
14	2	5	7
15	2	5	8
16	3	5	8
17	3	5	9
18	3	6	9
19	3	6	10
20	4	6	10

- C. The name hired member must have been on the out of work list for two (2) calendar weeks immediately prior to hiring. This two (2) week condition does not apply to Foremen. The Business Manager shall have the discretion to waive the two (2) week condition for any other members. Any IBEW member being assigned into the jurisdiction of another Local Union must have been employed by the Contractor in the bargaining unit for a period not less than four (4) weeks, immediately prior to travelling to the job where the work is to be performed, unless a lesser period is agreeable with the host Local Union. This member must also be able to verify employment through his/her pay stubs. There shall be no "banking" of name hired calls so

that any Contractor not utilizing its full name hire allowance shall not be permitted to include the unused portion of such allowance when hiring at a later date. The ETJB will be empowered to develop necessary mechanisms to prevent abuses.

703

The percentages set out in Sections 700 and 702 must apply with reference to the number of employees of the Employer who perform work under the Principal Agreement on each day during the period in which the Employer's work within a Local Union's jurisdiction is being performed save and except for the period when employees are being laid off because of downsizing of the workforce. When the Employer hires again after downsizing, it shall bring its workforce back into percentages which do not exceed those permitted under Sections 700 and 702. The Business Manager of the Local Union shall be permitted in his discretion to waive compliance with the provisions of this Section 703.

704 EMPLOYMENT PRIORITY

In all cases of layoff, the Local Union members shall retain employment priority. For the purposes of Section 702, employment priority shall not apply when a non-resident Employer is laying off provided that, notwithstanding Section 703, the mobility percentages set forth in Section 702 is not exceeded.

705 TRAVEL, MILEAGE AND ROOM AND BOARD ALLOWANCES FOR MOBILITY WORKERS (EMPLOYEES EMPLOYED PURSUANT TO SECTION 702)

A. Notwithstanding Sections 908 and 11 of the provincial section of the Principal Agreement or the provisions of any Local Union Appendix, the following allowances for travel, mileage and room and board shall be paid by a non-resident Contractor to a mobility worker brought in pursuant to Section 702 for jobs located outside the jurisdiction of the mobility worker's home Local Union by such Contractor.

1. Free Travel Zones: There shall be a free travel zone of forty (40) road kilometres from the point of departure where no travel time or mileage allowances will be paid.
2. Travel Time: Travel time at the "Total Package" hourly rate of pay set out in the mobility workers' home Local Union's Appendix at the straight time rate shall be paid by the Contractor to the mobility worker for travelling to and from such jobs outside of the free travel zone. No mobility worker shall be required to travel more than ten (10) hours in one (1) day or to travel and work in one (1) day totalling more than ten (10) hours. The mobility worker shall not be expected to return home on any day where such em-

ployee has travelled or travelled and worked totalling ten (10) hours.

3. Mileage: For mobility workers who use their own vehicles for travelling to and from such jobs, they shall be paid a mileage allowance at the rate of \$0.55 (\$0.56 effective May 1, 2020) (\$0.57 effective May 1, 2021) per road kilometre. For mobility workers who use the Contractor's vehicle there will be no mileage allowance.
 4. Room and Board: Where a mobility worker is required to incur room and board expenses on behalf of the Contractors, the mobility worker shall be reimbursed for all vouchered expenses for travelling to and from such jobs.
- B. The terms and conditions of the host Local Union's Appendix shall apply to mobility workers when working in the jurisdiction of the host Local Union provided that:
1. On a job where the host Local Union's Appendix contains provisions for room and board allowance those provisions shall apply and on a job, where the host Local Union's Appendix contains no provisions for room and board allowance then the mobility worker shall be reimbursed for all vouchered expenses; and
 2. No mobility worker shall suffer a reduction in his/her "Total Package" hourly rate of pay set out in his/her home Local Union's Appendix.
- C. The provisions of this Section 705 do not apply to work performed under Section 17 of the provincial section of the Principal Agreement or to work performed under the Provincial Linework Agreement or the Communications Agreement.

706 OLDER EMPLOYEES

Where five (5) or more Journeypersons are employed every fifth (5th) Journeyperson shall be fifty (50) years of age or older, where available.

707 LAYOFF NOTIFICATION

When possible, the Contractor shall notify the Business Manager three (3) days prior to a layoff but no later than on the day of the layoff. Failure of the Contractor to notify the Business Manager's office on the day of layoff will entitle the Employee to an additional one (1) hour's pay in addition to the one (1) hour notice.

708 LOANING

The Contractor shall not loan workers in his/her employ to any other Contractor without the consent of the Business Manager.

SECTION 8 - HOURS OF WORK, HOLIDAYS AND VACATION

800 REGULAR HOURS

- A. The regular hours of work in Central Ontario, Hamilton, Niagara Peninsula, Sarnia, Quinte-St. Lawrence and Northern Ontario, shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

In Sarnia it may be necessary from time to time to vary the hours of work as established in the I.C.I. Agreement. Any such amendments shall be established by mutual agreement of the parties.

In Quinte-St. Lawrence all service vehicle Employees shall work five (5) eight (8) hour days, forty (40) hours per week at regular pay.

- B. The regular hours of work in Thunder Bay shall be eight (8) hours per day between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. Monday through Friday inclusive.
- C. The regular hours of work in London shall be seven and one-half (7 ½) hours per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday inclusive.

In London, a four (4) day compressed work week may only be worked after mutual consent has been reached between the Contractor and Business Manager.

The hours of work shall consist of thirty-six (36) hours per week in two (2) work periods. The first work period will commence at 7:30 a.m. Monday for four (4) days of nine (9) hours each, ending Thursday at 5:00 p.m. The second work period will commence at 7:30 a.m. Tuesday for four (4) days of nine (9) hours each, ending Friday at 5:00 p.m. The regular starting location for all projects and work sites shall be one (1) common designated location at 7:30 a.m. each day.

In London, all work performed in excess of seven and one half (7½) hours per day shall be paid at one hundred and twenty-five percent (125%) times the regular rate of pay.

If a holiday as set out in the Agreement is observed during the normal work week, all Employees shall work the remaining four (4) days of that particular week.

- D. The regular hours of work in Toronto shall be seven and one-half (7 ½) hours per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday inclusive.

In Toronto, on mutual agreement of the Contractor and Business Manager the above noted hours may be worked as stipulated or as four (4) eight (8) hour days (Monday to Thursday) with the remaining five and one-half (5 ½) hours worked on Friday. On Friday a twenty (20) minute meal period will be taken at the midpoint of the work period in lieu of a work break and a one-half (½) hour meal period.

In Toronto on mutual agreement of the Contractor and Business Manager there is an option to work four (4) nine (9) hour days, five (5) days coverage, if project permits.

If a holiday, as set in the Agreement, is observed during the normal work week, all employees shall work the remaining four (4) days of that particular week.

- E. The regular hours of work in Ottawa shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. and Friday, four (4) hours between the hours of 8:00 a.m. and 12:00 noon.
- F. The regular hours of work in Windsor shall be eight (8) hours per day, Monday to Thursday between the hours of 8:00 a.m. and 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

It may be necessary from time to time to vary the hours of work as established in the I.C.I. Agreement for Local 773. Any amendments to the hours of work will be established by mutual agreement between the Contractor and the Local Union Business Manager.

Employees required to work between the hours of 12:00 noon and 4:30 p.m. on Friday will be paid at the rate of one and one-half (1 ½) times their regular rate of wage. Work may be performed between the hours of 12:00 noon and 4:30 p.m. on Friday at the regular rate of pay provided that the equivalent time off is granted to the Employee during the following or current work week. This shall be as an option to the Employee.

- G. The regular hours of work in Quinte-St. Lawrence, Northern Ontario, Central Ontario, Ottawa, Hamilton and Niagara (St. Catharines) shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday. In Northern Ontario, such agreement may not be unreasonably withheld.
- H. The provisions in 800 A to G inclusive shall not be considered as a guarantee of hours per day or per week.

801

- A. Daily starting time may be adjusted up to one (1) hour earlier on mutual agreement between the Contractor and the Local Union Business Manager.

- B. Lunch period shall be one-half (½) hour taken between 12:00 noon and 1:00 p.m. Special lunch period arrangements may be made in specific cases by mutual agreement between the Contractor and the Local Union Business Manager. All Employees must be afforded the opportunity to eat their lunch between 12:00 noon and 1:00 p.m.

802

For hours of work on maintenance, service, repair and residential work refer to the Maintenance and Residential Appendices for the jurisdictional area concerned.

803 WORK BREAKS

Employees shall have a ten (10) minute rest period at mid-morning and ten (10) minute rest period mid-afternoon. These rest periods shall also apply to all overtime and shift work.

804 REPORTING TIME

- A. Employees are required by the Employer to report for work and if no work is available they shall receive three (3) hours pay.
- B. Workers properly assigned to a job and who report at the regular starting time shall receive not less than three (3) hours pay.
This is not to be construed to mean three (3) hours pay in addition to the hours actually worked in any one work day.

805 STATUTORY HOLIDAYS

Statutory Holidays to be observed are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

Half days before Christmas and New Year's Day to be observed as holidays in the jurisdiction of the Local Union 105, Hamilton only.

Holiday	2019	2020	2021	2022
New Year's Day	Tues., Jan. 1	Wed., Jan. 1	Fri., Jan. 1	Sat., Jan. 1
Family Day	Mon., Feb. 18	Mon., Feb. 17	Mon., Feb. 15	Mon., Feb. 21
Good Friday	Fri., Apr. 19	Fri., Apr. 10	Fri., Apr. 2	Fri., Apr. 15
Victoria Day	Mon., May 20	Mon., May 18	Mon., May 24	Mon., May 23
Canada Day	Mon., July 1	Wed., July 1	Thurs., July 1	Fri., July 1
Civic Holiday	Mon., Aug. 5	Mon., Aug. 3	Mon., Aug. 2	Mon., Aug. 1
Labour Day	Mon., Sept. 2	Mon., Sept. 7	Mon., Sept. 6	Mon., Sept. 5
Thanksgiving Day	Mon., Oct. 14	Mon., Oct. 12	Mon., Oct. 11	Mon., Oct. 10
Christmas Day	Wed., Dec. 25	Fri., Dec. 25	Sat., Dec. 25	Sun., Dec. 25
Boxing Day	Thurs., Dec. 26	Sat., Dec. 26	Sun., Dec. 26	Mon., Dec. 26

If a Statutory Holiday(s) falls on a Saturday or a Sunday, the closest following work day(s) shall be observed.

806 OVERTIME

- A. All work performed outside of the regular working hours and on Saturdays, Sundays and Statutory Holidays, shall be paid at double (2 times) the straight time rate except for special hours as specified in Clause 800 A to H and

hours specified in Shift Clause 808. All overtime shall be worked on a voluntary basis and shall be distributed as equally as possible among IBEW members.

- B. When overtime is required by the Contractor, the Employee shall receive a one-half (½) hour meal period with pay at the overtime rate and meal provided by the Contractor after the first two (2) hours of overtime is worked when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked the Employee shall receive a one-half (½) hour meal period with pay at the overtime rate and meal when overtime is required beyond that four (4) hour period. This is not applicable to the first eight (8) hours worked on Saturdays, Sundays, and Holidays.
- C. If an Employee is notified prior to quitting time on Thursday that he/she is working overtime Friday, the Employee shall provide his/her own lunch and shall take a one-half (½) hour unpaid lunch break at 12 noon. Employees who work overtime Friday afternoon, who are not notified prior to quitting time Thursday shall be provided a meal at 12 noon with a paid one-half (½) hour lunch break at the overtime rate.

807 CALLOUT

Work performed on special calls with no previous notification shall be paid at double (2 times) the straight time rate. The minimum payment shall be three (3) hours at the straight time rate.

808 SHIFTS

A. Central Ontario - Local Union 804

1. Any Employee required to work shift hours other than regular working hours defined in Article 800A, between 12:01 a.m. Monday and midnight Friday, shall receive an additional fifteen percent (15%) in addition to the regular rate. In calculating overtime pay on shift work for each overtime hour worked, there will be no pyramid of shift premium as per Clause 915.
2. It is understood that the Local Union Business Manager must be notified three (3) working days prior to any shift work commencing.
3. No Employee shall work more than one (1) shift in twenty-four (24) hours between 8:00 a.m. and 8:00 a.m. of the next day. It is understood that no Employees shall lose time because of a shift change. Multiple shifts can only be worked if shifts are to continue for five (5) or more consecutive work days. If a shift does not run for five (5) consecutive work days, double (2) time will be paid for each shift day worked.

4. A Contractor may work a reduced shift work week, when it is mutually agreeable to both parties, Contractor and Union.

B. Hamilton - Local Union 105

1. Shift work other than regular day shift shall only work between the hours of 4:30 p.m. and 8:00 a.m. Shift work shall not be for less than five (5) consecutive calendar days, except when a designated holiday occurs (Clause 805) during the shift. Double (2 times) the regular rate shall be paid if the shift is terminated in less than five (5) consecutive calendar days.
2. Where two (2) or three (3) shifts are employed, those other than the day shift shall receive an additional fifteen percent (15%) to the regular rate for regular hours of work only (8 hours Monday to Thursday, and 4 hours on Friday). Those other than day shift shall work a minimum of four (4) hours to be eligible for an additional fifteen percent (15%) to the regular rate. This minimum does not apply in case of layoff.
3. Once the starting hours of a shift are established they shall not be altered during a period of five (5) consecutive calendar days from the starting date of the shift. Should the starting time of the shift be altered during these five (5) consecutive calendar days, and failing agreement with the Business Manager to the change in times, double (2 times) the regular rate of pay shall be paid up to the date that the change was made.
4. When two (2) or more shifts are established, after two (2) weeks the Employees shall be rotated by working one (1) week on each shift. Where exceptions are necessary, it must be by mutual agreement.
5. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours from 8:00 a.m. to 8:00 a.m. unless overtime is paid. Employees shall have a minimum of eight (8) hours work break when changing shifts.
6. Work breaks and lunch periods during afternoon and night shifts shall conform to the standard practices adhered to during regular work periods.
7. On commercial work when work cannot be done during the day, such work may be done as a straight night shift of not more than eight (8) hours and shall receive an additional fifteen percent (15%) to the regular rate for regular hours worked. The shift shall work only between the hours of 4:30 p.m. to 8:00 a.m. on Monday, Tuesday, Wednesday, Thursday, and Friday only until midnight. When the Client requires a shift change due to special circumstances there shall be no pen-

alty as referred to in 808 C (3) provided two (2) days written notice is received by the Business Manager.

C. London - Local Union 120

1. Shift work may be worked when agreed upon between the Business Manager and the Contractor. It is agreed and understood that shift work shall comprise at least two (2) separate working shifts in any twenty-four (24) hour period.
2. All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system the shift periods will commence at 12:01 a.m., 8:00 a.m. and 4:30 p.m. All shifts will be seven and one-half (7 ½) hours in duration.
3. Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. Monday thru Friday. The other two (2) shifts will be paid at one hundred and twenty-five percent (125%) of the regular rate for the afternoon shift, and one hundred and forty percent (140%) of the regular rate for the night shift, Monday thru Friday. Weekends will be paid at two hundred percent (200%) of the rate of pay.
4. All work performed outside of a shift's regular seven and one-half (7 ½) hours shall be paid at double (2 times) the base rate of pay.
5. No Employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period unless the overtime rate of double (2 times) the regular rate of pay is paid. The termination of any shift schedule shall always be not later than 11:59 p.m.
6. No Employee transferred to shift work shall lose any actual working hours because of the transfer. Shift work will be rotated on a weekly basis.
7. Irregular Working Hours
When agreed upon between the Business Manager and the Contractor the normal starting and quitting times may be varied because the work required to be done is in occupied premises. When these conditions apply, seven and one-half (7 ½) continuous working hours per day shall be worked. Any work performed under these conditions outside of regular working hours shall be paid for at one and one-quarter (1 ¼) times the regular rate of pay save and except when overtime rates apply.

D. Niagara Peninsula - (St. Catharines) Local Union 303

1. **Morning and Evening Shifts** - The working hours for shifts other than the regular day shift shall be as follows:

Morning Shift - Seven (7) hours per shift between 12:00 midnight to 3:30 a.m. and 4:00 a.m. to 7:30 a.m. with a total of twenty-eight (28) hours per week for four (4) shifts shall constitute a regular work week.

Evening Shift - Eight (8) hours per shift between 4:30 p.m. to 8:30 p.m. and 9:00 p.m. to 1:00 a.m. with a total of thirty-two (32) hours per week for four (4) shifts shall constitute a regular work week. Starting time for a shift will not be varied in any one (1) week.

Should conditions arise where the evening shift cannot start at the hours specified above, an additional time allowance may be granted. In no case will this shift start later than 5:30 p.m.

2. **Shift Work - Bonuses and Conditions**

For work at any time of the day or night between 12:01 a.m. Monday and 11:00 a.m. Friday of the same week where two (2) or more shifts are worked those Employees working on other than the day shift shall receive shift bonuses as shown below:

Shift Bonuses

Morning Shift - nine (9) hours pay for seven (7) hours work.

Evening Shift - nine (9) hours pay for eight (8) hours work.

No Employee shall work more than one (1) shift in twenty-four (24) hours between 8:00 a.m. and 8:00 a.m.

Morning and evening shifts can only be worked if the shifts are of four (4) consecutive days. This is to mean Monday to Friday (a.m.) inclusive. If a shift runs more than one (1) week it can terminate on any day of any following week. Any time worked in excess of the regular shift hours shall be paid at regular overtime rates.

Where it is necessary to deviate from the shift hours specified such special cases will be discussed between the Contractor and the Union and a working basis agreed upon.

A minimum of seven (7) hours work shall constitute a morning shift.

A minimum of eight (8) hours work shall constitute an evening shift.

E. **Northern Ontario - (Sudbury)
Local Union 1687**

1. If conditions are such that work on any particular project cannot be done within the regular working hours, then shift work may be instituted. Shifts to work any time of the day or night between Sunday 12:00 midnight and 12:00 midnight Friday of the same week.

2. Shifts to work for at least four (4) consecutive working days in order to qualify as shift work. This shall not apply to relamping of commercial establishments.
3. **Day Shift** - A shift commencing at 8:00 a.m. shall have the same hours of work as those known as the regular hours of work in Clause 800 of this Agreement.
4. **Afternoon Shift** - A shift commencing any time between 4:00 p.m. and 7:00 p.m. shall work eight (8) hours at the rate of one and one-quarter (1 1/4) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and one-half (2 1/2) of the regular rate of pay.
5. **Night Shift** - A shift commencing any time between 11:00 p.m. and 1:00 a.m. shall work eight (8) hours at the rate of one and three-eighths (1 3/8) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and three quarters (2 3/4) of the regular rate of pay.
6. No shifts to start at any other time without the mutual consent of the signing parties to this Agreement.
Lunch on afternoon or night shift to be on the Contractors time and shall not exceed one-half (1/2) hour.
7. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours, unless overtime is paid. This is to mean from 8:00 a.m. to 8:00 a.m. All shifts to be arranged so that workers shall not lose time because of shift changes.
8. Under normal conditions, no Employee shall be required or allowed to work longer than sixteen (16) hours and must be relieved for a rest period of at least eight (8) hours.

F. **Ottawa - Local Union 586**

Shifts may work at any time of the day or night between 12:01 a.m. on Monday and completing by 12:00 midnight Friday of the same week providing the Local Union Office has been advised prior to the shift commencing. A shift shall consist of at least three (3) continuous working days.

Employees not on day shift shall be paid at the regular rate of wages plus twenty percent (20%) for a seven (7) hour shift in a twenty-four (24) hour period and must have at least an eight (8) hour layover before reporting for work. Otherwise double (2 times) the regular rate of wages will apply until Employee receives the same.

The above shift may be compressed from five (5) days to four (4) days from 12:01 a.m. Mon-

day to 8:00 a.m. Friday if mutually acceptable to the Employer and Workers. Employees not on day shift shall be paid at the regular rate of wages plus twenty percent (20%) for an eight and one-half (8 ½) hour shift in a twenty-four (24) hour period.

**G. Quinte-St. Lawrence - (Kingston)
Local Union 115**

Where work cannot be performed during the regular work day, a shift may be worked at any time of the day or night between 12:01 a.m. Monday and 11:59 p.m. Friday of the same week.

More than one (1) shift per day can only be worked if shifts are established for not less than four (4) consecutive work days on any one (1) job.

A shift shall consist of a minimum of seven (7) or a maximum of nine (9) hours per work day, and be in accordance with Clause 800G - Regular Hours.

Those men on other than the day shift shall be paid the base rate of pay plus fifteen percent (15%). Work performed in excess of these hours shall be at double (2 times) the base rate.

H. Sarnia - Local Union 530

When work cannot be done during the day, such work may be done as straight night shift. A shift commencing any time after 4:30 p.m. and prior to 11:59 p.m. shall be paid a shift premium of twenty-five (25%) percent per hour above the employee's base rate for the first eight (8) hours of work Monday through Thursday and for the first four (4) hours of work on Friday.

A shift commencing anytime between 12:00 midnight and 8:00 a.m. shall be paid a shift premium of forty (40%) percent above the employee's base rate for the first eight (8) hours of work Monday through Thursday and for the first four (4) hours of work on Friday.

All hours worked beyond the first eight (8) hours of work on shift work Monday to Thursday and beyond the first four (4) hours of shift work on Friday and on Saturday, Sunday and Statutory Holidays shall be considered regular overtime and paid at double the regular rate (2 times) of pay. Shift premiums shall not be paid on any overtime hours.

Shift work may commence any day of the week between Monday and Friday. Shift work shall not be less than five (5) consecutive working days duration, however, once a shift has been established any continuous part of a regular work week will still be considered shift work. When shift work is to be scheduled, the Employer shall give three (3) days prior notice to the Union that shift work will be worked.

No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours from 8:00 a.m. to 8:00 a.m. unless overtime is paid. Employees who are required to

work beyond their regular shift hours will be paid double (2 times) time continuously until job completion.

On new Greenfield construction the afternoon shift shall commence anytime between 4:00 p.m. and 8:00 p.m.

I. Thunder Bay - Local Union 402

1. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean from 8:00 a.m. to 8:00 a.m.

2. Shifts to work at any time of the day or night between 12:01 a.m. Monday and 12:00 midnight Friday of the same week where two (2) or three (3) shifts are employed. A shift commencing at 8:00 a.m. shall work the regular eight (8) hours for eight (8) hours pay. A shift commencing any time between 4:00 p.m. and 7:00 p.m. shall work seven (7) hours for eight (8) hours pay. A shift commencing any time between 11:00 p.m. and 2:00 a.m. shall work six (6) hours for eight (8) hours pay. No shifts to start at any other time. Work shall be classed as shift work when two (2) days of shifts are worked.

3. When due to the nature of the work and when the Employee has not worked his/her normal day shift, the Contractor may require the Employee to work either an evening or midnight shift. When this is necessary, the Contractor agrees to obtain permission of the Business Manager, and the rate of pay, seven (7) hours work for eight (8) hours pay shall apply.

J. Toronto - Local Union 353

1. Work at any time of the day or night between 11:00 p.m. Sunday and 1:00 a.m. of the Saturday of the same week, other than the regular day shift, shall be considered shift work. A minimum of six (6) hours work with seven (7) hours pay at the premium rate shall be considered a shift (premium rate: 120% of the wage package).

2. A shift may be no more than seven (7) hours per day unless overtime rates are paid.

3. A Contractor may work a four (4) - day nine (9) - hour per day shift with permission from the Local Union Business Manager (Premium rate: 120% of wage package).

The premium rate for a shift is pay at 120% of wage package.

4. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean twenty-four (24) hours from the commencement of the day shift for the job. All shifts to be arranged so

that workers shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the Employees on the job where practical to do so.

5. Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.
6. When Employees are requested to standby on weekends or statutory holidays and are not called out for work during that time, they will be paid one (1) hour of double (2) time for each day of standby. If called out for work during these days, the standby pay will not be paid for the day on which the Employee was called out for a minimum of one (1) hour.

K. Windsor - Local Union 773

1. The Business Manager of the Local Union shall be advised by the Contractor of contemplated shift work, three (3) days prior to the shift starting.
2. Where work cannot be performed during the regular working hours an afternoon or midnight shift may be instituted.

Afternoon Shift - The regular weekly afternoon shift consists of four (4) eight (8) hour days and one (1) four (4) hour day. The afternoon shift may commence anytime between 3:30 p.m. and 4:30 p.m. Monday afternoon to Friday p.m. All afternoon shift work shall be paid for at fifteen percent (15%) above the base rate of pay for the work being performed.

Midnight Shift - The regular weekly midnight shift consists of four (4) eight (8) hour days and one (1) four (4) hour day. The midnight shift may commence anytime between 11:30 p.m. and 1:00 a.m. Sunday evening to Friday a.m. All midnight shift work shall be paid at twenty percent (20%) above the base rate of pay for the work being performed.
3. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rate is paid, that is to mean from 8:00 a.m. to 8:00 a.m. Shift work shall not be less than five (5) consecutive days in duration, starting on a Monday. If a shift runs more than one (1) week, it can terminate on any day of any following week. Where it is necessary to deviate from the shift hours specified, such special cases will be discussed between the Contractor and the Union and a working basis agreed upon.
4. For each shift a one-half (½) hour lunch period shall be scheduled at approximate-

ly the midpoint of each shift and shall be taken on the Contractor's time.

5. If shift work is to last more than two (2) weeks the Contractor agrees to rotate all Employees on an equal basis.

SECTION 9 - WAGES AND PAYMENT METHOD

900 REGULAR PAY

Journey person

Refer to the Appendix for the jurisdictional area concerned for the rate schedule.

Apprentices

Refer to the Appendix for the jurisdictional area concerned for the rate schedule.

1st Period Apprentice:	40% of the Journey person Base Rate.
2nd Period Apprentice:	50% of the Journey person Base Rate.
3rd Period Apprentice:	60% of the Journey person Base Rate.
4th Period Apprentice:	70% of the Journey person Base Rate.
5th Period Apprentice:	80% of the Journey person Base Rate.

901 SHIFT PAY

- A. Premiums for shift work shall be as outlined in Clause 808.
- B. Shifts shall be as defined in Clause 808.

902 PAY WEEK

The pay week shall commence at 12:01 a.m. Sundays and end at 12:00 midnight Saturdays.

Wages shall be paid weekly at or before quitting time by cheque or direct deposit to the Employee's bank account by Thursday or cash on Friday and no more than one (1) week's wages may be withheld at any time. This direct deposit option is voluntary to the Employee and Employer. Running totals on Gross Wages, CPP, Income Tax, EI contributions shall be reported on the pay stubs at the Employer's option. When a holiday falls on a pay day these days shall be moved ahead by one (1) day.

Each Employee shall be given a pay stub weekly containing a detailed record of his/her earnings all in accordance with federal and provincial regulations.

If requested by the Employee, the Contractor will provide the Employee who is on direct deposit a detailed account of hours submitted on his/her behalf for that pay week, on pay day, on the job site.

903 LAYOFF

Employees being laid off shall receive a minimum of one (1) hours' notice with pay. The Employee shall be allowed to leave the job at the time of notification.

The Employee may be allotted additional time, not to exceed one (1) hour, to leave the job site at the discretion of the Employer. He/She shall receive his/her wages and EI Record of Employment at the time of layoff.

On room & board jobs, or where there is no established office, his/her wages and EI Record of Employment shall be mailed by Canada Post Xpresspost, to the last address on record with the Contractor, on the day of layoff.

On layoffs which occur outside of regular working hours, the Employee's wages and record of employment shall be mailed by Xpresspost to the last address on record with the Company, on the first regular work day following the layoff.

In the event that the Employee is participating in a direct deposit pay plan, the Employer shall authorize transfer of wages on the first regular work day following layoff.

904 DISCHARGE/QUITTING

If any Employee voluntarily terminates his/her employment or if he/she is discharged for just cause by his/her Employer, the conditions of termination as stated in Clause 903 shall not apply. In this case the Employer shall issue by Xpresspost his/her EI Record of Employment and wages in full for the period of employment with the Company within five (5) working days following the date of discharge or termination. The Company shall be given one (1) hours' notice by any Employee who voluntarily terminates his/her employment.

905 PENALTIES

Failure of the Contractor to comply with the requirements in Clause 902, 903 and 904 will entitle the Employee to two (2) hours wages without work for each normal work day of non-compliance up to a maximum of thirty (30) hours.

This penalty shall not apply on the first day of non-compliance when a holiday falls on the Monday following payroll cut-off.

906 VACATION & STATUTORY HOLIDAY PAY

- A. Vacation and statutory holiday pay shall be at the rate of ten percent (10%) of the hourly earnings of which four percent (4%) shall be in lieu of vacation pay and six percent (6%) shall be in lieu of statutory holiday pay.
- B. Vacation and statutory holiday pay contributions shall be paid as directed in the Appendix covering the jurisdictional area concerned.

907 UNION FUNDS

Payment of all union funds and benefit funds shall be made on the proper remittance form and in a

manner described in the Appendix for the jurisdictional area concerned. Payment of the above funds shall be based upon each hour earned.

908 TRAVEL EXPENSES

Travelling expenses and subsistence allowances shall be as defined in Section 11.

909 ACCIDENT PAY

If an Employee leaves the job because of an injury, Clause 1402 shall apply.

910 WORK BREAKS

Work breaks and overtime lunch breaks shall be paid in accordance with Clauses 803 and 806.

911 REPORTING/CALLOUT

Reporting and callout time shall be paid in accordance with Clauses 804 and 807.

912 ADJUSTMENTS

When properly authorized by the Local Union, and if possible only at previously negotiated wage rate change dates, the Company shall increase or decrease all Union benefit funds. Adjustment shall be made in the Employee's wages in such a manner that the overall monetary package does not change. The Company shall be given a minimum notice of two (2) months if such a change is contemplated. Any adjustments, including initial adjustments upon renewal of the Principal Agreement, shall be signed off by the area ETBA representative and Local Union Business Manager and filed with the ETJB prior to incorporation into the Collective Agreement.

913 HEIGHT PAY

For height pay rates and conditions refer to the Appendix for the jurisdictional area concerned.

914 UNDERGROUND PAY

For underground rates and conditions refer to the Appendix for the jurisdictional area concerned.

915 PYRAMIDING OF RATES

Regular hours, shift hours and overtime hours are to be considered mutually exclusive. Premiums shall not be folded into the base rate or pyramided when calculating applicable rate of pay except as stipulated in Local Union Appendices.

SECTION 10 - BENEFIT PLANS

1000 UNION FUNDS

The amounts required for union funds and the purpose for which the monies will be used are as defined in the Appendix for the jurisdictional area concerned.

1001 ECA FUNDS

The Employers shall contribute association funds in the amount and in the manner described in the Appendix for the jurisdictional area concerned. Each area ECA fund includes \$ 0.10 per hour ECAO dues which shall be remitted in the manner described in the Local Area Appendices.

1002 ONTARIO CONSTRUCTION SECRETARIAT

In compliance with regulations under the LRA (Section 168) the Electrical Trade Bargaining Agency and the IBEW-CCO shall make payments required to fund the Ontario Construction Secretariat. The Employer and Employee contributions shall be collected as follows:

Employer

Each area ECA fund shall be deemed to include \$0.01 per hour earned by each hourly rated classification as the Employer contribution under S.168 of the LRA (formerly Bill 158). Each area association shall remit all such funds monthly to:

Electrical Trade Bargaining Agency
10 Carlson Ct
Suite #702,
Toronto, ON M9W 6L2

Employee

The IBEW-CCO fund (\$0.07) shall be deemed to include the Employee contribution under S.168 of the LRA (formerly Bill 158) (\$0.01) per hour earned by each hourly rated classification and shall be remitted to the IBEW-CCO in the same manner described in the Local Area Appendices and shall be remitted to:

IBEW-CCO
5090 Explorer Drive
Suite 505
Mississauga, Ontario
L4W 4T9

SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES

1100 MILEAGE

Travel expenses shall be defined in the Appendix for the jurisdictional area concerned.

SECTION 12 - TOOLS

1200 TOOL LIST (Commercial)

All Journeyman Electricians are required to have the following tools:

- 1 Centre punch
- 1 ½" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife

- 1 Medium Level
- 5 Pairs of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 Steel Tape, 10 or 12-foot
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools
- 1 600-Volt Tester (CSA approved)

1201 TOOL LIST (Residential)

The following additional tools are to be supplied by Journeyman Electricians employed in the residential sector:

- 1 Brace (Ratchet)
- 1 Keyhole Saw
- 1 Claw Hammer
- 1 ½" Wood Chisel
- 1 Wirestripper

1202 TOOL LIST (Apprentices)

Apprentices shall supply themselves with the following basic tools and be in possession of a complete list of tools upon becoming a Journeyman Electrician:

1st Period

- 3 Pairs Pliers - 8" Sidecutters, Diagonal, Channellock
- 1 Pocket Knife
- 1 Steel Tape, 12-foot or 10-foot
- 6 Screwdrivers - Robertson and Standard Types
- 1 Tool Box
- 1 Tool Pouch for hand tools

2nd Period

- 1 Hacksaw Frame - Adjustable
- 1 Hammer - Ball Peen
- 1 Pr. Longnose Pliers

3rd Period

- 1 Medium size Level
- 1 ½" Cold Chisel

4th Period

- 1 voltage tester
- 1 Combination Square or 6" Square
- 1 Centre Punch
- 1 File - Half-round

5th Period

- 1 Pr. of Channellock

1203 CONTRACTOR SUPPLIES

The Contractor shall furnish all other necessary tools or equipment and replace all bits, taps and hacksaw blades broken on the job.

1204 TOOL PROTECTION

The Company shall supply a suitable locked storage for the Employee's tools and equipment on the job. The Employee shall exercise the same responsibility for the Company's tools as he/she does for his/her own.

Should an Employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall replace the Employee's tools with tools of similar quality.

SECTION 13 - GRIEVANCE PROCEDURE AND ARBITRATION

1300 GRIEVANCE PROCEDURE

Any grievance arising concerning the interpretation, application, administration or alleged violation of the Agreement shall be dealt with in accordance with the following:

Step 1: The aggrieved Employee shall, with his/her Local Union Steward, present his/her grievance verbally to his/her Foreman or Supervisor within five (5) working days of the time he/she became aware, or reasonably should have been aware, of the incident giving rise to the grievance. The Foreman or Supervisor shall reply verbally to the grievance within one (1) working day. In the event the grievance is not satisfactorily settled at this step, the grievance shall proceed to Step 2.

Step 2: The Local Union shall submit the grievance in writing to the designated Contractor's Representative. Within two (2) working days of receipt of the grievance at Step 2, the designated Contractor Representative shall meet with the Local Union Representatives in an effort to resolve the grievance. If the grievance is not satisfactorily settled at this step, the grievance shall be submitted to the Local Joint Conference Board for settlement.

Step 3: The Local Joint Conference Board shall meet with the Local Union and the Contractor Representative within three (3) working days of receipt of the grievance and shall render a decision at the earliest possible date, but in no case later than three (3) working days from the date of hearing.

Step 4: Failing settlement of the grievance by the Local Joint Conference Board it shall, by mutual consent, be referred to the Electrical Trade Joint Board which shall meet and render a final and binding decision or if the grievance concerns the interpretation or application of a Provincial Clause it shall be referred to the Electrical Trade Joint Board which shall meet and render a final and binding decision.

1301 POLICY MATTERS

Where a policy matter which is not a grievance concerning the interpretation, administration or alleged violation of this Agreement arises, the matter can be referred to the Electrical Trade Joint Board by either Party if the matter is a provincial matter and to the Electrical Trade Joint Board by mutual consent if it concerns a local matter.

1302 EITHER PARTY

If either Party to this Agreement alleges there has been a misinterpretation, violation or non-application of this Agreement such Party may within five (5) working days of the time they became aware, or reasonably should have been aware of the incident giving rise to the grievance, submit such grievance in writing to the designated Representative of the other Party. If the grievance is not settled within two (2) working days at this stage, it may be submitted to the Local Joint Conference Board. Failing settlement at this stage, either Party may refer the grievance to the Electrical Trade Joint Board as in Clause 1300, Step 4.

1303 THE ELECTRICAL TRADE JOINT BOARD

There is hereby established a Board, which shall be called the Electrical Trade Joint Board. In all its procedures, the Electrical Trade Joint Board shall act in accordance with the Memorandum of Settlement concerning the Electrical Trade Joint Board Procedures dated February 14, 1992.

The Board shall consist of four (4) Representatives each from the IBEW Construction Council and the Electrical Trade Bargaining Agency together with a neutral Chair who shall not be a Representative of either side. Each side may also designate an alternative Representative to the ETJB. Where a particular matter before the Board would involve a conflict of interest, a Representative to the Board may be replaced by the alternative Representative.

The IBEW Construction Council and the Electrical Trade Bargaining Agency shall each designate one (1) of its Representatives on the Board as Secretary to the Board for its side.

The duties of the Secretary for the IBEW Construction Council and the Electrical Trade Bargaining Agency shall be as follows:

The Secretary shall receive all grievances originating from that side and communicate them to the other side.

The Secretary, or his/her designate, shall make inquiries into the grievance including attempts to resolve the matter at a pre-hearing conference.

The Secretary shall prepare the matter for consideration by the Board.

The Secretary, or his/her designate, shall present the matter at the Board.

It shall be the duty of the Board to consider each and every matter that comes before it and to make a final and binding decision on any grievance referred to it. In the performance of its duties the Electrical Trade Joint Board may constitute itself an arbitration board within the meaning of Section 48 of the LRA. Notwithstanding this provision the ETJB may refer a matter to arbitration, either under Section 48 or Section 133 of the LRA.

The Chair will reduce the reasons for any decision to writing and the decision will thereafter be recorded as a decision of the Board.

An application for a grievance to be heard at the Joint Board must be made to the ETJB within forty-five (45) days from the date of the grievance. The ETJB will hear the grievance within ninety (90) days from the date of the application.

1304 NOTICE

Prior notice of all grievances whether referred to a Local Joint Board or referred to arbitration under Section 133 of the LRA shall be given to the respective Secretaries of the ETJB.

1305 STRIKE/LOCKOUT

During the terms of this Agreement there shall be no strike by the Union and there shall be no lockout by the Contractor.

1306 NO LEGAL COUNSEL

Prior to arbitration no legal counsel shall take part in any of the proceedings of the grievance procedure.

1307 ARBITRATION

Differences between the Parties not dealt with by the foregoing provision may be referred to arbitration pursuant to Section 48 of the LRA.

The expense of nominees to an Arbitration Board shall be borne by the Party represented and the expenses of the Chairman shall be borne equally by both Parties.

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision or to give any decision inconsistent with the terms and conditions of this Agreement.

1308 SAVING CLAUSE

If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

1309 TIME LIMITS

Any time limits provided in the Grievance Procedure may be extended by mutual agreement of the Parties. With respect to Union and Association Fund remittances and delinquencies, grievances may be filed up to ninety (90) days from the remittance due date.

SECTION 14 - SAFETY

1400 GENERAL

The Contractor and every Employee shall comply fully with the provisions of the Occupational Health and Safety Act and Regulations thereto and all such legislation as it pertains to accident prevention and safe and sanitary working practices. The Contractor and every Employee shall also comply with procedures outlined by ECAO/IBEW/IHSA Safety Manual and individual Company safety manuals or Owner/Client safety policies. The ECAO/IBEW/IHSA Safety Manual shall serve as a minimum standard in

regards to Company safety policies. Changes in the ECAO/IBEW/IHSA Safety Manual shall be subject to ETBA/IBEW-CCO ratification.

1401 SAFETY

A. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety shoes. Additional personal safety equipment that the Employee under normal circumstances would not be expected to supply and as may be required by the Contractor's client or customer will be supplied by the Contractor to the Employee on loan.

When an Employer wishes an Employee to wear a specially identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

B. The Contractor shall not supply or require Employees to use high velocity powder actuated tools. Only low velocity CSA approved tools may be used.

C. Two (2) or more Journeypersons shall work together on any energized circuit with a potential of three hundred (300) volts or more. This shall not apply to testing or trouble shooting.

D. Approved safety tags and locks must be provided by the Company for isolating purposes for safety reasons.

E. All Electricians, Electrician Apprentices and Electrician Pre-Apprentices dispatched by the Union shall have as a minimum:

- Valid Certificate of Qualification, apprenticeship contract or pre-apprentice photo ID card.

1402 ACCIDENTS

A. If an Employee meets with an accident after starting work and such accident prevents him/her from carrying out his/her duties, he/she shall be paid for the balance of his/her shift and the Contractor shall supply suitable transportation to a hospital or doctor and then to his/her place of residence, if it is an accident covered by the Workplace Safety & Insurance Board.

B. All accidents regardless of severity shall be reported promptly to the Contractor's Office. When a serious or fatal accident occurs within the jurisdiction of the Union and a member is involved in said accident, the Union Office and the Steward will be notified immediately and the Contractor will co-operate with the Union Business Manager in conducting an independent investigation.

Copies of WSIB Form 7 Employers Report of Injury/Disease shall be mailed to the Local Union Office and to the worker upon his/her request.

C. Job safety meetings shall be held regularly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted.

SECTION 15 - RESIDENTIAL

For conditions relating to residential work, refer to the Appendix for the jurisdictional area concerned.

These areas are:

L.U.	105:	Hamilton
L.U.	115:	Quinte-St. Lawrence
L.U.	120:	London
L.U.	303:	Niagara Peninsula
L.U.	353:	Toronto
L.U.	402:	Thunder Bay
L.U.	530:	Sarnia
L.U.	586:	Ottawa
L.U.	773:	Windsor
L.U.	804:	Central Ontario
L.U.	1687:	Northern Ontario

SECTION 16 - MAINTENANCE

For conditions relating to maintenance work, refer to the Appendix for the jurisdictional area concerned.

These areas are:

L.U.	105:	Hamilton
L.U.	115:	Quinte-St. Lawrence
L.U.	120:	London
L.U.	303:	Niagara Peninsula
L.U.	353:	Toronto
L.U.	402:	Thunder Bay
L.U.	530:	Sarnia
L.U.	586:	Ottawa
L.U.	773:	Windsor
L.U.	804:	Central Ontario
L.U.	1687:	Northern Ontario

SECTION 17 - LINEWORK

1700 INCLUSIONS

In addition to all previous sections of this Agreement, unless otherwise noted, this section shall apply to any Contractor whose business includes installations and/or maintenance of overhead and buried distribution systems in the Province of Ontario.

1701 OPERATIONS (Complements 400)

The Union recognizes that it is the responsibility of the Company to determine the locations of jobs, the choice of equipment, the schedule of installation, the methods and means of installation and the size of the work force required.

1702 EMPLOYEE CLASSIFICATIONS

(Supersedes Section 6)

A. Employees

Employees shall be divided into the following classes:

Foreman Journeyperson Lineman
(Powerline Technician)

Sub-Foreman Journeyperson Lineman
(Powerline Technician)

Journeyperson Lineman
(Powerline Technician) – Splicer

Groundman/Equipment Operator – 1st, 2nd, 3rd year

Groundman/Driver – 1st, 2nd, 3rd year

Groundman – 1st, 2nd year

Utilityman

Forester Foreman

Forester – 1st, 2nd, 3rd year

Journeyperson Electrician

Electrician Apprentice

Powerline Technician Apprentices - 1st to 4th periods

Any classification of Employee may be required to perform the work of a lesser qualified worker providing that his/her wage rate is maintained.

B. Journeyperson Lineman (Powerline Technician) - Splicer

A Lineman who is fully qualified to work in all facets of the trade including energized circuits and who has successfully completed a recognized training course; and is qualified to undertake the installation, jointing, splicing, testing, bonding, racking and repairing of all types of high voltage electrical cables; the fitting of pot-heads and other accessories to cables; and the assembly, testing, repair and maintenance of such accessories.

Apprentice Powerline Technician

All Apprentices shall be governed by this Agreement and the Ontario College of Trades and Apprenticeship Act or any successor legislation.

Power Station Technician

A Journeyperson Powerline Technician or a Journeyperson Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of the construction and maintenance of substations.

Splicer

A Journeyperson Powerline Technician or a Journeyperson Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of splicing high voltage cable.

Groundman/Equipment Operator

A worker qualified to operate mechanical equipment including (but without limiting generality) digging machines, track vehicles, cranes, drills, jackhammers, stationary winches, tractor trailers, regular line trucks, trailers and backhoes. He/she shall be required to undertake minor mechanical repairs and adjustments and daily maintenance to ensure proper operation of equipment and if required by the Employer he/she shall provide satisfactory evi-

dence of competence in the operation of equipment provided by the Employer.

Groundman/Driver

A worker qualified to drive mechanically propelled vehicles and whose duties shall include the operation of booms mounted on mobile vehicles and shall also include the transporting of transmission line materials from assembly site to erection site.

Groundman

A worker whose duties shall include assisting Linemen and other workers; the requisitioning, handling and transporting of materials; the dressing of poles and the assembling of towers and structures on the ground; but who shall not be required to make contact with a conductor which is or may become energized during a job.

Utilityman

A worker whose duties shall include (but not be limited to) civil work, the cutting of brush, and the digging of holes and ditches.

Forester

Must be knowledgeable in tree removal, tree trimming techniques, selective cutting, selective spraying, restoration practices and landscaping. Have a good knowledge of the chemicals related to vegetation and pest control. Must be capable of obtaining Land Extermination Licenses for insecticide and herbicide application work. Must have a working knowledge of the mechanical aspects of the equipment with which he/she works in order to carry out routine maintenance and to facilitate minor repairs.

Must be qualified to operate such vehicles as are required to perform the work in this classification.

Journeyman Electrician

Journeyman must be capable of performing in an efficient manner the functions of an Electrician as defined under the Ontario College of Trades and Apprenticeship Act or any successor.

Electrician Apprentice

All Apprentices shall be governed by this Agreement and the Ontario College of Trades and Apprenticeship Act or any successor legislation.

C. Powerline Technician Apprentices

1. Prior to signing an apprenticeship contract, there shall be a three (3) month or five hundred (500) hour assessment period to determine the candidate's suitability to the trade and shall receive first (1st) period apprentice rate of pay. The contracted Apprentice shall serve four (4) – two thousand (2000) hour periods and attend recognized Ontario line apprentice training during each classification period.

The Employer shall send the contracted Line Apprentice to a Ministry of Advanced Education and Skills Development (MAESD) approved Line Apprentice Train-

ing School within six (6) months after successful completion of each two thousand (2000) hour period verified by a properly completed apprenticeship log book. The Line Contractors will establish a fund through ECAO that ensures that monies are available to pay the cost of Line Apprentice training at an MAESD approved training delivery agent.

IBEW Business Managers can recommend or refer unemployed Apprentices to the school.

Apprentices shall be employed and governed in accordance with the Ontario College of Trades and Apprenticeship Act (OCTAA).

Upon completion of each two thousand (2000) hour period, to be verified by a properly completed apprenticeship logbook, and successful completion of the appropriate level of apprentice training, the Apprentice shall progress to the next level of pay rate. In the event that the formal training cannot be offered to the Apprentice in this timely manner, the Employer will allow incremental and monetary progression to the next period of apprenticeship. If the Apprentice fails a level of trade school, his/her pay level will be frozen until successful completion of that trade school level.

Upon successful completion of the last level of apprentice training, the current industry required minimum ten (10) month evaluation period, and an Ontario recognized Training Delivery Agency Power Lineman's Certificate, the Employee shall receive Journeyman classification and pay rate.

2. The duties of an Apprentice shall be as defined in the IHSA Handbook and as outlined in the Schedule of Training of the Ontario College of Trades and Apprenticeship Act or any successor legislation.
3. The ratio of one (1) Apprentice and one (1) Groundman to each Lineman shall not be exceeded in the shop. Apprentices and Groundmen shall work only under the direction of a Lineman.
4. New Apprentices will not be indentured by a Contractor if qualified indentured Apprentices are on the out of work list.

D. Owner-Operators

When certain miscellaneous trucks and/or equipment are required in excess of the Company's normal needs and not owned by the Company they may be operated by owner-operators. These Employees will be under the supervision of the Contractor and will work under the terms of this Agreement.

E. **General**

1. The above classifications will cover the total extent of the work to be performed by the Company.
2. Any classifications of workers required to drive a vehicle shall have a Class "A" driver's license.
3. Special manpower accommodations may be made for underground duct installations and underground municipal distribution work.

1703 EMPLOYEE QUALIFICATIONS

The Company shall determine the qualifications of its Employees, subject to:

- A. Present Employees shall retain their present classifications.
- B. New Employees shall be classified in accordance with their employment records, experience, trade skills, apprenticeship records, training certificates and in agreement with the Union.
- C. An Employee who deems himself improperly classified shall have the right of appeal to the Provincial Joint Line Committee.
- D. At the request of the Business Manager, the Contractor will supply a list of Employees along with their classifications once a year.
- E. Where a host local union has concern over whether an IBEW member is properly classified, the host local union will first confirm the IBEW member's status with the home local union and, if the concern remains, the Contractor may refer the issue to the Provincial Joint Line Committee (PJLC). If the PJLC decision is not approved by the host local union, it shall be referred to the ETJB in accordance with Clause 1300.

1704 HIRING AND LAYOFF PROCEDURE (Supersedes Section 7)

All hiring shall be done in accordance with Section 7 of this Agreement. However, for the purpose of Section 17, when a Contractor obtains work outside of his/her home area, Local Union No. 353 and 1687 shall act as a clearing house for the Province of Ontario by coordinating manpower requirements and making workers available to Contractors for the whole Province. Any work performed under this Agreement by members of L.U. 353 or 1687 outside of their home locals will be cleared by these Locals prior to any crew movement.

It is agreed that should a Contractor obtain work in any area outside of his/her home area, he/she shall be permitted to bring in his/her own crews comprised of Linemen, Splicers and other specialists and hire any additional men/women required through the Union. The Contractor agrees to notify the Local in whose jurisdiction he/she has obtained the work of the names and classifications of the men/women he/she is bringing into the area prior to any crew movement.

In his/her home area, the Contractor may continue to use his/her forces to perform any type of work described above and augment his/her forces where necessary from the Union.

When possible, the Contractor shall notify the Business Manager three (3) days prior to a layoff, but in no case later than twenty-four (24) hours after the layoff.

1705 HOURS OF WORK

The regular hours of work shall be as described in Clauses 800 and 801 except that:

- A. In the Northern Ontario jurisdiction, L.U. 1687, the hours of work shall be forty (40) hours per week.

1706 OVERTIME (Supersedes 806)

All work performed outside of the regular working hours and on Saturdays, Sundays and statutory holidays, shall be paid at double (2 times) the straight time rate of pay.

1707 CREW TRANSPORTATION

When Employees are using Company vehicles for transportation to and from job sites, the Employees will be paid straight time rates of pay for all time spent travelling and existing arrangements shall remain in force.

1708 WAGES (Supersedes Section 9)

- A. The hourly rates of pay shall be as follows:

Classification	Base Rate	VP & SHP	Union Funds	Wage Pack.	ECA Funds
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Foreman Journeyman Lineman (Powerline Technician)

115% of the applicable Journeyman rate

Sub-Foreman Journeyman Lineman (Powerline Technician)

107.5% of the applicable Journeyman rate

Journeyman Lineman – Splicer (Powerline Technician)

Journeyman Electrician

Electrician Apprentice

The same rate as the Inside wiring rate in his/her home Local area. See the Appendix for the jurisdictional area concerned.

Apprentice Lineman (Powerline Technician)

1st Period	50% of the applicable Journeyman rate
2nd Period	60% of the applicable Journeyman rate
3rd Period	70% of the applicable Journeyman rate
4th Period	80% of the applicable Journeyman rate

Groundman/Equipment Operator

1st Year:	70% of the applicable Journeyman rate
2nd Year:	80% of the applicable Journeyman rate
3rd Year:	90% of the applicable Journeyman rate

Groundman/Driver

1st Year:	50% of the applicable Journeyman rate
2nd Year:	60% of the applicable Journeyman rate
3rd Year:	70% of the applicable Journeyman rate

Groundman

1st Year: 50% of the applicable Journeyperson rate
2nd Year: 60% of the applicable Journeyperson rate

Utilityman

1st Year: 40% of the applicable Journeyperson rate
2nd Year: 50% of the applicable Journeyperson rate

Forester

1st Year: 60% of the applicable Journeyperson rate
2nd Year: 70% of the applicable Journeyperson rate
3rd Year: 80% of the applicable Journeyperson rate

Forester Foreman

90% of the applicable Journeyperson rate

All the above categories will receive Union benefits as shown in the Appendices for their jurisdictional areas.

Effective May 1, 2008, in addition to the above noted wages and benefits, the Contractor will contribute \$0.50 per hour earned by each Power Line Technician and Apprentice Power Line Technician to the ECAO Power Line Technician Apprentice Training Fund. The Contractor shall remit the funds each month by the 15th day of the month following the month in which the work was performed directly to:

ECAO Power Line Technician
Apprentice Training Trust Fund
10 Carlson Ct
Suite #702,
Toronto, ON M9W 6L2

The sole purpose of the Fund shall be for the payment of in-school apprentice training at a facility approved by the trustees on behalf of his/her contributing contractor-employers only.

In addition to the above noted wages and benefits the Contractor will contribute \$0.50 per hour earned by each Power Line Technician and Apprentice Power Line Technician (or other employee registered with the FR Fund) to the ECAO Power Line Fire Retardant (FR) Clothing Fund. The Contractor shall remit the funds each month by the 15th day of the month following the month in which the work was performed directly to:

ECAO Power Line FR Clothing Fund
10 Carlson Ct
Suite #702,
Toronto, ON M9W 6L2

The sole purpose of the Fund shall be the provision of FR Clothing for the Power Line Technician and Apprentice employees (or other registered employees) on behalf of their contributing contractor-employers.

- B. Groundmen, Utilitymen & Foresters who are presently being paid in excess of the above rates shall have their rates red circled.
- C. Overtime shall be paid at the rates shown in Clause 1706.
- D. Shift work premiums shall be paid as follows:
 - 1. Work at any time of the day or night between 12:01 a.m. Monday and 12:00

midnight Friday of the same week where two (2) or three (3) shifts are employed shall be considered shift work. Those other than on day shift shall receive eight (8) hours pay for seven (7) hours work. A minimum of six (6) hours work with eight (8) hours pay shall be considered a shift.

- 2. When work cannot be done during the day, such work may be done as a straight night shift of not more than seven (7) hours with pay for eight (8) at straight time. This shift shall work only between the hours of 4:00 p.m. and 8:00 a.m. Monday, Tuesday, Wednesday, Thursday, and Friday only until 12:00 midnight. A minimum of six (6) hours work with eight (8) hours pay shall be considered a shift.
- 3. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This to mean from 8:00 a.m. to 8:00 a.m. All shifts to be arranged so that workers shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the Employees on the job where practical to do so.
- 4. Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.

1709 TRAVEL AND SUBSISTENCE ALLOWANCES (Supersedes Section 11)

- A. Employees sent from the Employer's home area shall be paid travel and subsistence allowances as detailed below:
Employees hired locally as Lineworkers will not be paid travel and subsistence allowances, other than mileage from the free zone area limit, where applicable.
- B. The Company shall set up crew headquarters in the town or towns nearest to the work wherein suitable living quarters can be obtained by the workers.
There shall be a free travel zone of twenty-five (25) kilometre radius or forty (40) road kilometres from the designated crew headquarters where no travel time or mileage shall be paid. Where existing free travel zones exceed the twenty-five (25) kilometre radius or forty (40) road kilometres, they shall continue to apply.
- C. Travelling time at straight time rates plus cost of transportation shall be paid by the Company on all work performed outside the free travel zone. The transportation cost allowance shall be \$0.55 (\$0.56 effective May 1, 2020) (\$0.57 effective May 1, 2021) per kilometre.

If the Company wishes, it may supply the transportation in lieu of the cost of same. (See also Clause 1707).

- D. Wages at the regular straight time rate and Room and Board shall be paid by the Company to workers, for travelling time when ordered by the Employer to leave one (1) crew headquarters or town and report for work to another crew headquarters or town. When transportation is made available by the Company, no additional expense other than travelling time and room and board will be allowed. If transportation is not made available by the Company, reimbursement will be made on the basis \$0.55 (\$0.56 effective May 1, 2020) (\$0.57 effective May 1, 2021) per road map kilometre.

- E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$134.30 (\$136.05 effective May 1, 2020) (\$137.55 effective May 1, 2021) per day worked for room and board including working days lost due to inclement weather.

Line Contractors agree to pay five (5) days Room and Board for a four (4) day times ten (10) hour compressed work week for any outside work where the work is greater than 150 road kilometres (to be determined by i.e. 'Google Map', 'Map Blast' or 'MapQuest') from predetermined points in each local area. For a five (5) day times eight (8) hour work week the Line Contractors agree to pay five (5) days Room & Board. Any other Room & Board will be paid at the rate of one (1) day Room & Board per day worked. Outside of Local Union 353 the reference point is considered to be the Contractor's office.

- F. When other accommodation cannot be secured, the Company may establish a camp and provide free Room and Board to the Employees for the duration of the job in lieu of Room and Board allowances. Any complaints on camp conditions may be referred to the Joint Conference Board.

- G. On camp jobs, transportation shall be provided, if required, between camp and the work site and any time spent travelling in excess of fifteen (15) minutes each way will be paid for at the straight time rate.

1710 TOOLS (Supersedes Section 12)

- A. The following tools will be supplied by Linemen, Splicers, and Apprentices:

- 1 Set of Belt and Spurs, and a Fall Restricting System for pole climbing in accordance with IHSA and/or CSA standards
- 1 Harness with D in centre of back in accordance with the IHSA and/or CSA Standards
- 1 Skinning Knife
- 1 10" Adjustable Wrench
- 1 12" Adjustable Wrench
- 1 Large Screwdriver, 8" shank, 5" handle
- 1 Pair 9" Offset Cutting Pliers

- 1 Ball Peen Hammer
- 1 6' Folding Wooden Ruler or a non-conducting equivalent
- 1 Nut & Bolt Bag
- 1 Ratchet handle with sockets (sizes as required)
- * 1 Pair of Lineman gloves

These additional tools will be supplied by Splicers:

- 6 Screwdrivers, Robertson and Standard Types
- 1 Pair 8" Diagonal Pliers
- 1 Pair 8" Long Nose Pliers
- 1 Tool Box
- 1 Adjustable Hacksaw Frame
- * 1 Set of Cable preparation knives

* The Company shall replace knives and gloves when they are worn out (gloves: to a maximum of eight (8) pairs per year if returned).

- B. The Company shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them providing the Company furnishes the necessary lockers, job boxes, or other safe places for storage.

- C. The Company shall provide a safe and dry place for Employees' tools. Should an Employee's tools, as listed herein, be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools or replace them with tools of equivalent value.

- D. The Foreman and the Job Steward shall jointly ensure that the Employee's tool list is complete when the Employee reports to the job and periodically as required. When it is determined that a Lineman, Splicer or an Apprentice does not possess his complete tool list, five (5) days' notice shall be given to correct same.

- E. All Journeyman Electricians are required to have the following tools:

- 1 Centre punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Pairs of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 Steel Tape, 10 or 12-foot
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools
- 1 600-Volt Tester (CSA approved)

- F. Apprentices shall supply themselves with the following basic tools and be in possession of a complete list of tools upon becoming a Journeyman Electrician:

1st Period

- 3 Pairs Pliers - 8" Sidecutters, Diagonal, Channellock
- 1 Pocket Knife
- 1 Steel Tape, 12-foot or 10-foot
- 6 Screwdrivers - Robertson and Standard Types
- 1 Tool Box
- 1 Tool Pouch for hand tools

2nd Period

- 1 Hacksaw Frame - Adjustable
- 1 Hammer - Ball Peen
- 1 Pr. Longnose Pliers

3rd Period

- 1 Medium size Level
- 1 1/2" Cold Chisel

4th Period

- 1 voltage tester
- 1 Combination Square or 6" Square
- 1 Centre Punch
- 1 File - Half-round

5th Period

- 1 Pr. of Channellock

1711 SAFETY (Supersedes Section 14)

- A. The Company, their Representatives and every Employee shall comply with the Electrical Utility Safety Association Regulations, as amended from time to time, and all other safety regulations as specified in the contract documents.
- B. The Company shall exercise the same responsibility for safety as they do for all other parts of the operations; they shall maintain the necessary safety equipment and insure that the Foremen enforce safety rules and safe working practices.
- C. When an Employee is injured and leaves the job for medical attention and when decided by the doctor he/she is unable to return to the job because of the injury, he/she shall be paid for the full day. Transportation shall be supplied by the Company when requested to a doctor's office or a hospital.
- D. All accidents, regardless of severity, shall be reported to the Contractor's office. Copies of all WSIB Form 7 "Employers Report of Injury/Disease" shall be mailed to the Local Union and to the Worker upon his/her request.
- E. Workers shall observe all safety rules and shall use the safety devices and equipment provided for their protection.
- F. Workers shall supply themselves with approved safety helmet, safety shoes and belt and spurs (Clause 1711). The safety helmet shall bear the Canadian Standards Association Approval -

Class B-CAS-Z-94-1. All other safety devices and safety equipment shall be supplied by the Company, as outlined above.

Additional personal safety equipment, that the Employee under normal circumstances would not be expected to supply and as may be required by the Contractor's client or customer, will be supplied by the Contractor to the Employee on loan.

- G. Crew safety meetings shall be held weekly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted, if possible.

1712 GRIEVANCE PROCEDURE AND ARBITRATIONS

Any grievance arising concerning the interpretation, application, administration or alleged violation of Section 17 of this Agreement shall be dealt with in accordance with Section 1300 of the Provincial Linework Agreement for work outside the ICI sector (yellow pages).

SECTION 18 - COMMITTEES

1800 LOCAL JOINT CONFERENCE BOARDS

- A. Conference Board shall be established to govern the terms of this Agreement and shall be composed of an equal number of Company and Union Representatives.
- B. The Conference Board shall meet at least once a month to make recommendations for the advancement of the Electrical Industry.
- C. Where such a Committee is already established under any name, it shall continue to exist and function according to its own procedures and terms of reference, and be known as the Local Joint Conference Board.
- D. To improve the competitive position of our Union Contractors and Employees, the Local Joint Conference Board shall be empowered to negotiate adjustments and/or changes to the Agreement. Such adjustments and/or changes are subject to prior approval by Local IBEW Union Membership and Local ECA Membership before submission to the ETBA-IBEW CCO for approval.

1801 LOCAL JOINT APPRENTICESHIP COUNCILS

- A. An Apprenticeship Council shall be established within each Local Union's jurisdictional area and shall meet on a regular basis. This council shall consist of an equal number of members of the Local Union and Representatives of the Contractors from the area covered by the Local Union. Where applicable, a Representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The Joint Apprenticeship Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as

- well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Ontario College of Trades and Apprenticeship Act as amended or any successor legislation.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the Local Apprenticeship Councils shall be registered with the Electrical Trade Joint Board.
 - D. Apprentices shall be hired by the Employers, as and when required, from a pool of qualified Apprentices established by the Local JAC (or LAC) in accordance with the procedures established under the Local JAC (LAC) Terms of Reference.
 - E. All Apprentices shall be governed by the Ontario College of Trades and Apprenticeship Act or any successor legislation but the ratio of Apprentices to Journeypersons may be set from time to time by the Local Joint Conference Board.
 - F. In order to expedite the Apprentice's entrance into Journeyperson status, the following policy shall apply:
 - 1. The Apprentice must apply to the Apprenticeship Branch to write his/her examination as soon as possible after he/she has reached his/her total hours, less three hundred (300).
 - 2. The Apprentice will give the LAC/JAC two (2) weeks' notice that he/she is going to write his/her examination.
 - 3. After writing the examination, the Apprentice will check his/her hours in his/her Progress Record Book, with the LAC/JAC.
 - 4. The Employer will commence paying the Journeyperson's rate of pay the day after he/she completes his/her hours and providing the following conditions have been met:
 - a) He/she is satisfied that the Apprentice has completed his/her hours. If there is a question concerning the completion of hours, confirmation will be supplied by the LAC/JAC and/or the Union, and;
 - b) He/she is shown written proof of certification from the Apprenticeship Branch, or has verbal confirmation from the LAC/JAC and/or the Union and;
 - c) The Apprentice has passed his/her examination for his/her C of Q.
 - G. In the event that an Apprentice fails his/her examination for his/her C of Q, he/she will be paid the Journeyperson rate of pay from the day he/she passes any future examination.
 - H. Where the Apprenticeship Council is unable to reach an agreement on any matter concerning Apprenticeship, the issue shall be referred to the Local Joint Conference Board for their decision.
 - I. Each new and existing apprentice will be provided with a proximity tester as part of the orientation process and it will be paid for by the Joint Electrical Promotion Plan.

SECTION 19 - WORKING CONDITIONS

1900 LUNCH ROOM

On a job site where four (4) or more Local Union Employees are employed and facilities are not provided by others the Company shall provide a properly heated and maintained shelter equipped with paper towels, non-toxic hypo-allergenic hand cleaner, lens cleaner, tables and benches and provision for the posting of Union literature for the Employees lunch room. The lunch room is not to be used for storage of materials.

1901 SANITARY PROVISIONS

The Company in cooperation with the Local Union authorized Representative shall ensure that a clean illuminated toilet facility, heated when practicable, is provided on all jobs. When seven (7) or more Local Union Employees are employed on any project a clean illuminated portable chemical or chemical flush toilet facility, if available, shall be provided.

1902 DRINKING WATER

The Employer shall be responsible for providing cool fresh drinking water on all jobs in accordance with the provisions of the Occupational Health and Safety Act. If potable drinking water is not readily accessible at the jobsite, the Employer shall provide bottled drinking water.

1903 DIRTY JOBS

- A. When it is mutually agreed that a project is excessively dirty the Contractor shall make coveralls and gloves available to the Employees, who shall return them at the completion of the job. The coveralls shall be cleaned as required by the Contractor. Dirty jobs shall be defined as those on which there is excessive carbon black, metal dust, grease or oil and chemicals. This shall not apply to tools and equipment. This Clause does not apply to Local Union 530, Sarnia.
- B. Where required by WHMIS, MSDS working gloves to be available on the job.

1904 RAINWEAR

Rainwear shall be supplied by the Employer in wet and muddy conditions. Rainwear includes rubber boots when warranted.

1905 CLEANUP

On all jobs, workers shall be allowed ten (10) minutes prior to normal work day quitting time in order to put away personal tools and Company equipment and clean up.

1906 STOREKEEPER

Where there is a full time Electrical Storekeeper required on a project, he/she shall be a Journeyman Electrician and preference shall be given to older members.

1907 WELDER

Where employed Electricians are required by the Employer to be retested for welding, the cost of the test will be paid for by the Employer.

For additional conditions relating to Welders', refer to the Appendix for the Jurisdictional Area concerned.

SECTION 20 - LOCAL MODIFICATIONS TO THE PRINCIPAL AGREEMENT

- A. The ETBA on its own behalf or on behalf of an area ECA may apply to a Local Union affiliated with the IBEW/IBEW-CCO to agree to amend the Principal Agreement which amendments will apply to any of the following:
1. The kind of work performed, which could be all of the work performed under the jurisdiction of the Principal Agreement or a specified kind of that work.
 2. The market in which it is performed which will be a specific segment of a sector of the construction industry.
 3. The location of the work, which could be work performed in all of the affiliated Local Union's geographic jurisdiction or a specified portion of it.
- B. The application may seek only amendments that concern the following matters:
1. Wages, including overtime pay and shift differentials.
 2. Accommodation and travel allowance.
 3. Requirements respecting the ratio of Apprentices to Journeymen employed by an employer, subject to the Ontario College of Trades and Apprenticeship Act or any successor legislation thereto.
 4. Hours of work and work schedules.
- C. The application shall be in writing and shall include the following:
1. Scope of the application identifying relevant kind, market and location of work as outlined in para. A 1-3.

2. Submissions the applicant believes to be relevant in determining the question of whether the provisions of the Principal Agreement render employers bound by the Principal Agreement at a significant competitive disadvantage with respect to any of the matters referred to in the application.
3. Text of amendments applied for under para. B 1-4.

D.

1. The affiliated Local Union affected by the application and the IBEW/IBEW-CCO shall be served with the application.
2. The ETBA and the IBEW/IBEW CCO shall provide notice of the application to all other area ECAs and IBEW Local Unions respectively, for information purposes only.

E. Step 1: WHETHER THERE IS A SIGNIFICANT COMPETITIVE DISADVANTAGE

1. The applicant and the Local Union will have five (5) days to settle the question as to whether there is a significant competitive disadvantage in light of current market conditions.
2. If the parties are unable to resolve this question, the affiliated Local Union and/or the IBEW/IBEW-CCO shall file a response to the application within the next seven (7) days containing any submissions that the affiliated Local Union and/or IBEW/IBEW-CCO believe are relevant to the question of whether the Contractors bound to the Principal Agreement are at a significant competitive disadvantage with respect to the scope of the work defined in the application and may object to, or seek dismissal of such application.
3. The application will then be arbitrated within the three (3) days following the expiry of such seven (7) day period in order to determine whether there is a significant competitive disadvantage to the Contractors bound to the Principal Agreement with respect to the scope of work defined in the application having regard to current market conditions and the arbitrator shall render a decision within three (3) days following the completion of the hearing.

F. Step 2: NEGOTIATIONS FOR LOCAL MODIFICATIONS

1. In the event of an arbitrator's decision that there is a significant competitive disadvantage in light of current market conditions, the parties will have seven (7) days to negotiate local modifications to the Principal Agreement. Local amend-

ments to the Principal Agreement agreed upon by the parties will be for a specific period of time not to exceed three (3) years after the effective date of the amendments following which the applicable provisions of the Principal Agreement then in effect shall apply. A local modifications agreement or a Final Offer Selection (FOS) arbitration award shall be reviewed annually by the applicant and the affected Local Union and such agreement or award, as the case may be, shall cease to operate for all purposes in the event that the Local Union can establish that the significant competitive disadvantage no longer exists in light of subsequent market conditions.

2. If the applicant and the affiliated Local Union agree to amend the Principal Agreement and the IBEW/IBEW-CCO and the ETBA agree to such amendments, the Principal Agreement is amended accordingly but only with respect to the scope of work defined in para. A 1-3. The agreement is not effective unless and until it is in writing and sets out the text of the amendments.
3. There shall be a bar of one (1) year from the date the original application was served on the affiliated Local Union on re-applying for local modifications to the Principal Agreement, if an application for such modifications was previously made to an affiliated Local Union. The bar shall apply to re-applications that either include or are substantially the same as the previous application. A local modifications agreement or a FOS arbitration award may be reviewed annually by the applicant and the affected Local Union and where the applicant can establish that the significant competitive disadvantage continues to exist the applicant may reapply for additional modifications.

G. Step 3: FINAL OFFER SELECTION (FOS) ARBITRATION

1. In the event that the parties are unable to agree on local modifications to the Principal Agreement within the said seven (7) day period, the applicant shall be entitled to give notice to the affiliated Local Union and the IBEW/IBEW-CCO of the referral of the application to FOS arbitration within two (2) days thereafter which shall be in writing and contain the following information:
 - a) Scope of the work for which the amendments are sought under para. A. 1-3;
 - b) Its final offer with respect to the text of the amendments to the Principal Agreement proposed by the applicant which must be con-

sistent with the scope and permissible amendments outlined in para. B.

- c) Submissions in support of the applicant's final offer.
2. Within seven (7) days of the receipt of the notice of referral to FOS arbitration, the affiliated Local Union shall file its final offer with respect to the text of the amendments to the Principal Agreement proposed by the applicant together with its submissions in support of its final offer.
3. The same arbitrator will then convene a final offer selection hearing within two (2) days of the final offers being tabled. The arbitrator will have up to three (3) days to make a final offer selection. The arbitrator shall consider only the final offers submitted by each of the parties and their submissions in support thereof.
4. No party may refer to or rely upon a previous arbitration award made under a market recovery programme involving parties who are not bound to the Principal Agreement in any future arbitration cases under the market recovery programme.
5. The arbitrator shall determine whether the significant competitive disadvantage would be removed if the Principal Agreement were amended in accordance with either of the final offers.
6. If amendment of the Principal Agreement in accordance with only one (1) of the final offers would remove the significant competitive disadvantage, the arbitrator shall select that final offer.
7. If amendment of the Principal Agreement in accordance with neither of the final offers would remove the significant competitive disadvantage, the arbitrator shall select the final offer that most reduces the disadvantage.
8. If amendment of the Principal Agreement in accordance with either of the final offers would remove the significant competitive disadvantage, the arbitrator shall select the final offer that would be less of a deviation from the Principal Agreement.
9. Local amendments to the Principal Agreement ordered by an arbitrator will be for a specific period of time not to exceed three (3) years after the effective date of the arbitration award following which the applicable provisions of the Principal Agreement then in effect shall apply.
10. The ETJB shall establish procedural rules governing FOS arbitration under Section 20 of this Agreement which shall not conflict with the provisions of Section 20.

H. GENERAL PROVISIONS

1. This market recovery programme shall come into effect on May 1, 2001 but no application shall be made for local modifications within the last four (4) months of the term of any Principal Agreement.
2. Where a local modification agreement or a FOS award ceases to operate any work in progress that has been contracted or tendered shall be performed under the terms of the local modification agreement or FOS award.
3. Within thirty (30) days prior to the expiry of the current Principal Agreement, the IBEW/IBEW-CCO and the ETBA will meet to agree on a panel of arbitrators to arbitrate applications for local modifications of the Principal Agreement. The Chair of the ETJB shall be allowed to specify the number of arbitrators required and will make the appointments to fill those seats on the panels which the parties do not fill by mutual agreement.
4. The parties shall each pay one-half ($\frac{1}{2}$) of the costs and expenses of the arbitrator incurred in any arbitration proceedings under these provisions.
5. Disputes regarding whether work falls within the target area of local amendments made under the market recovery programme or any other issue dealing with the interpretation, application or alleged violation of such local amendments will be resolved through the grievance procedure under the Principal Agreement and shall be referred to the FOS arbitrator if one has been appointed.

MEMORANDUM OF AGREEMENT REGARDING THE ONTARIO ELECTRICAL INDUSTRY PRE-APPRENTICE PROPOSAL

The following represents full and final settlement of all matters arising from the IBEW/CCO commitment to implement a co-op type program consistent with the TQAA no later than May 1, 2001 as agreed in the memorandum between the parties entered into October 27th, 2000.

1. IBEW/CCO and the ETBA agree that the IBEW/CCO Co/op Type Program (Pre-App Program) shall be an alternate entrance into the unionized electrical trade through which sufficient numbers of Pre-Apprentices shall be recruited to meet the ratios agreed to below.
2. IBEW/CCO and the ETBA agree that candidates for the Pre-Apprentice Program shall be sourced in accordance with local area JAC procedures. Specifically, if a local area permits employer sponsorship of apprentices as one of its sourcing procedures, this practice shall also apply to the sourcing of Pre-Apprentice candidates.
3. IBEW/CCO and the ETBA agree that Scope of Work and any other matter not specifically addressed in this Memorandum of Agreement or the Principal Agreement shall be governed by the 'Ontario Electrical Industry Pre-Apprenticeship Proposal' as submitted to the Ministry of Training, Colleges and Universities by the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers Construction Council of Ontario.
4. IBEW/CCO and the ETBA agree the ratio of Pre-Apprentices shall be as follows:

Each shop employing up to eight (8) Journeypersons and/or apprentices shall be permitted to employ one Pre-Apprentice. Thereafter the following chart will apply.

Pre-Apprentice Ratios	
Journeyperson and/or Apprentices	Pre-Apprentices
9	2
10	2
12	2
16	2
20	3
24	3
28	3
32	4
36	4
40	4
44*	5*
*This chart is continuous; there is no cap	

5. IBEW/CCO and the ETBA agree that Pre-Apprentices who complete their 1800 hour program, but fail to meet the requirements of the JAC for Pre-Apprentices to proceed into full apprenticeship, shall be terminated from the pre-apprenticeship program. The JEPP will develop standard assessment tools for use by JACs in making these determinations.
6. On the advice of curriculum experts, the IBEW/CCO and the ETBA agree that the pre-employment training module will be approximately sixty (60) hours. It is also agreed that this pre-employment module will be delivered to all new entrants into the electrical trade regardless of their entry mode. The pre-employment training module shall be developed by the JEPP in consultation with the local areas, and shall be the same in all areas. Special consideration will be given to areas demonstrating geographical, economic or other legitimate barriers to delivering the pre-employment training module. Any access to federal or provincial funding shall be through the JEPP. Existing arrangements for the funding on local area JACs shall continue with the appropriate changes to implement the pre-apprenticeship program.
7. IBEW/CCO and the ETBA agree that the Pre-Apprentice Wage Package shall be calculated as follows:

Hourly rate: 30% of the Journeyperson base rate (ICI Agreement) and include 10% vacation pay, applicable health and welfare coverage for each of the Local Union jurisdictions and applicable 'Bill 162' monies. Contact the ECA or Local Union office in the applicable jurisdiction for Pre-Apprentice wage package.

The Employer shall remit monthly to the administrator, the appropriate JATC and education/training monies, which may not be included in the above.

8. IBEW/CCO and the ETBA agree that each local area JAC shall provide up to date information to the ETJB regarding the progress of the Pre-App program in order to comply with the MTCU reporting procedures as outlined in the MTCU letter of August 6, 2002.
9. IBEW/CCO and the ETBA agree that any disputes regarding any matter arising out of this Memorandum shall be referred in the form of a grievance to the ETJB or OLRB for final and binding resolution within fifteen (15) working days.
10. IBEW/CCO and the ETBA agree that the ETJB Chairs and Secretaries shall draft language amending the relevant sections of the Principal Agreement for signature by the IBEW/CCO, ETBA and the IBEW International Office by September 18, 2002. The terms of this Memorandum shall take effect March 31, 2003.

11. IBEW/CCO and the ETBA agree that unless specifically modified by this Agreement, all other terms and conditions of the Principal Agreement shall apply to Pre-Apprentices.
12. IBEW/CCO and the ETBA agree that, on all IBEW "union only" projects/sites, no Pre-Apprenticeship employees will be allowed. The IBEW Local Unions are to advise the ETBA and the IBEW/CCO of all such current projects on an on-going basis.
13. The Business Manager and the area ETBA representative shall have the discretion, by mutual agreement, to expand the scope of work in Article 3, on targeted markets and for specific time periods, and to modify the list of projects defining where pre-apprentices can be employed in Article 12.

March 27, 2003

For the International Brotherhood of Electrical Workers, Construction Council of Ontario

Joe Fashion, President
John Pender, Executive Secretary-Treasurer

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario

Peter Bryant, Chairman
Eryl Roberts, Executive Vice-President

For the International Brotherhood of Electrical Workers, International Office

Don Lounds, International Vice-President

Pre Apprenticeship Program

- A. The parties agree to delete the Memorandum of Agreement regarding Renewal of Memorandum of Agreement Regarding the Ontario Electrical Industry Pre-Apprenticeship Proposal dated September 27, 2012 from the Principal Agreement.
- B. The ETBA and the IBEW-CCO agree to jointly request the Ministry of Advanced Education and Skills Development (MAESD) to extend the Provincial Electrical Pre-Apprenticeship program to April 30, 2019 and to request that MAESD provide a written confirmation of that extension.
- C. The parties recognize and agree that having regard to the local agreement made in 2003 between Local 1687 and ECA Northern Ontario, the Pre-Apprenticeship Program does not apply in the jurisdiction of Local 1687.

March 22, 2016

SECTION 21 - SIGNING PAGE

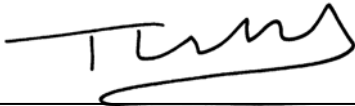
2100

Agreed to at Toronto, Ontario on the 1st day of May, 2019.

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario:



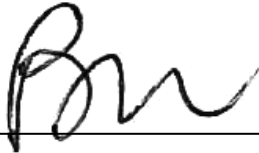
Chris Cimek, Chairman, ETBA



Terry Moore, Vice Chairman, ETBA



Graeme Aitken, Executive Director
ECAO



Bernie Fishbein, Independent Chair
ETBA

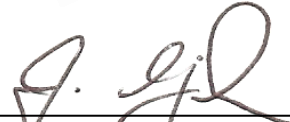
For the International Brotherhood of Electrical Workers, IBEW Construction Council of Ontario and all its affiliated Local Unions:



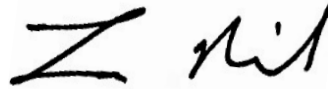
Lorne Newick, President
IBEW/CCO



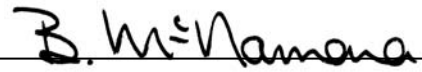
Steven Martin, Vice President
IBEW/CCO



John Grimshaw,
Executive Secretary Treasurer
IBEW/CCO



Tom Reid, International Vice-President



Bruce McNamara,
International Representative

LETTER OF UNDERSTANDING

September 19, 1986

Mr. R. Hill,
Chairman,
IBEW Construction Council of Ontario,
61 International Blvd., Suite 209,
Rexdale, Ontario
M9W 6K4

Re: **Letter of Understanding - Clause 507 Prefabbing**

Dear Sir:

Further to discussions on the above during 1986 bargaining we understand that the term "catalogued items" in the context of the phrases "...all brackets and supports, except for catalogued items..." means any electrical brackets and supports listed in a manufacturer's standard catalogue including any custom designed brackets supplied by a manufacturer as part of an equipment package.

Unique, field dimension brackets and supports designed specifically for a particular job location and which are unlikely to have any generalized application in the future do not qualify as catalogued items.

Sincerely,
Eryl M. Roberts,
Manager,
Labour Relations.

LETTER OF UNDERSTANDING

May 24, 1988

Mr. L. Lineham
Chairman,
IBEW Construction Council of Ontario,
61 International Blvd., Suite 209,
Rexdale, Ontario
M9W 6K4

Re: **Letter of Understanding - Clause 200**

Dear Sir:

In addition to Section 200 of the Principal Agreement, the E.T.B.A. agrees that this Agreement applies to any signatory Contractor when that Contractor is required to demolish, dismantle or salvage any electrical equipment or material.

Sincerely,
George Docherty,
Chairman,
E.T.B.A.

LETTER OF UNDERSTANDING

May 1, 1990

Mr. Pat Dillon
Chairman,
IBEW Construction Council of Ontario
61 International Blvd., Suite 209,
Rexdale, Ontario
M9W 6K4

Re: **Letter of Understanding Clause 1900 WORKING CONDITIONS**

Dear Sir:

In addition to Clause 1900 of the Principal Agreement, the E.T.B.A. agrees to partake in a joint action with the IBEW/CCO to lobby for legislative changes to the Occupational Health and Safety Act requiring improvements to the sanitary conditions on a project provided that:

- (i) The Joint standards as adopted by The Provincial Labour Management Safety Committee of May 22nd 1990 be the minimum standards acceptable and
- (ii) The costs of these facilities and improvements will be the responsibility of the Owner or Contractor.

Sincerely,
George Docherty
Chairman,
E.T.B.A.

LETTER OF UNDERSTANDING

Re: **SECTION 17 LINework**
THE PARTIES AGREE THAT THE POLICY REGARDING HIGH TENSION CABLE INSTALLATION, JURISDICTION AND MOBILITY ISSUES ARE RESOLVED AS FOLLOWS:

For work outside the home areas:

1. The Contractor shall be allowed to bring in first IBEW member as per 702A.
2. The Contractor shall be allowed to bring in the second IBEW member as per 702B.
3. The Contractor shall be allowed to bring in his own Equipment Operator(s).
4. Where the Local Union cannot supply a qualified Splicer(s) the Contractor shall be allowed to bring in his own Splicer(s) who are qualified to do the work.

For work inside the home areas:

Resident Line Contractors will be able to operate in accordance with their past practice.

Signed in Toronto this 20th day of February 2001

Bill Daniels, Chairman
IBEW CCO Line Committee

Mark Kellett, Chairman
ETBA Line Committee

LETTER OF UNDERSTANDING

May 1, 1990

Mr. Pat Dillon
Chairman IBEW Construction Council of Ontario
61 International Blvd., Suite 209,
Rexdale, Ontario
M9W 6K4

Re: **Showers for excessively dirty jobs.**

Dear Sir:

In addition to Clause 1903 of the Principal Agreement the Local Electrical Contractors Association agree to approach with the Local Union Business Manager the Owner/Client to request shower facilities be made available to Employees working on excessively dirty jobs.

Sincerely,
George Docherty
Chairman, E.T.B.A.

LETTER OF UNDERSTANDING

Re: **CLAUSE 402 WORK ETHICS**

February 24th, 1998

For the term of this Collective Agreement, it is understood that members of the IBEW employed by non-union Contractors as part of the IBEW/IBEW-CCO organizing program (i.e. salting) are not in violation of Clause 402 - Work Ethics.

On request of the ETBA, the Organizing Chairman of the IBEW/IBEW-CCO will verify particular cases are or are not part of the organizing program. In the event that certain cases are not part of the program, the IBEW Local will take the appropriate actions to correct the situation.

Peter Bryant, Chairman
Electrical Trade
Bargaining Agency

LETTER OF UNDERSTANDING

Re: SAFETY

The Electrical Trade Bargaining Agency (ETBA) and the International Brotherhood of Electrical Workers Construction Council of Ontario (IBEW-CCO) agree to cooperate in an initiative to create a special WCB rate group for "Quality Connection" or equivalent Contractors.

The ETBA will endeavor to enroll signatory Contractors in the Quality Connection Health and Safety Program or equivalent.

The parties further agree to lobby the government to require general Contractors to carry a cash allowance in all tenders to cover the cost of job site safety Representatives.

Signed in Richmond Hill, Ontario this 27th day of February, 1998.

LETTER OF UNDERSTANDING

November 24, 2000

Mr. Peter Bryant, Chairman
Electrical Trade Bargaining Agency

Re: **Letter of Understanding - Special Mobility Provisions Large Projects**

The International Brotherhood of Electrical Workers/International Brotherhood of Electrical Workers Construction Council of Ontario agree that on large projects expected to require a workforce in excess of thirty (30) employees, the Employer will be allowed to bring in up to 2 additional mobile employees for job set up, layout, design and investigation. These workers shall be permitted to work with the tools of the trade in carrying out the above noted functions, but, during the time when there are additional mobile workers, shall not extend this privilege into performance of regular installation work, which would normally be carried out by local Journeypersons during the normal course of the job. The Local Union Business Manager will be advised one week prior to the arrival of the additional mobile workers. Any dispute regarding the work that may be done by the 2 additional mobile workers or any other matter arising under this letter shall be resolved between the non-resident contractor and the Local Union Business Manager. If not resolved at this stage the matter shall be referred to the ETJB for expedited hearing and binding decision.

Sincerely,
K. Scott
President, IBEW/IBEW-CCO

LETTER OF UNDERSTANDING

January 28, 2004

It is agreed that the exchange of reporting forms by the local unions with their respective counterpart local ECA's shall occur on a quarterly basis:

- (a) "Local Market Recovery/Stabilization Quarterly Report", as attached hereto, to be compiled and provided by the local union to the local ECA;
- (b) "Quarterly ECA Reporting Form on Jobs Supported by Stabilization and/or MRP", as attached hereto, to be compiled and provided by the local ECA to the local union.

It is understood and agreed that the information provided by the local union in the "Local Market Recovery/Stabilization Quarterly Reports" shall not be referred to or relied upon by the ETBA or any of the local ECA's in any future proceedings arising under the Principal Agreement, unless the information is otherwise obtained independently by the ETBA or any of the local ECA's, and such information is provided entirely without prejudice to any position that may be taken by the IBEW-CCO or any of its local unions in such proceedings.

It is understood and agreed that the information provided by the local ECA in the "Quarterly ECA Reporting Form on Jobs Supported by Stabilization and/or MRP" shall not be referred to or relied upon by the IBEW-CCO or any of its local unions in any future proceedings arising under the Principal Agreement, unless the information is otherwise obtained independently by the IBEW-CCO or any of its local unions, and such information is provided entirely without prejudice to any position that may be taken by the ETBA or any of the local ECA's in such proceedings.

The ETJB has the authority from time to time to amend the reporting forms attached to this letter of understanding.

Enforcement of the obligations set out in this letter of understanding shall be by grievance arbitration under Section 133 of the *Labour Relations Act of Ontario*.

For the IBEW/IBEW-CCO

Joe Fashion
President
John Pender
Executive Secretary-Treasurer
Bill Daniels
International Representative

For the ETJB

Don Franks
Chair
Paul Gardiner
Co-Chair

For the ETBA of the ECAO

Peter Bryant
Chairman
George Docherty
Chairman
Eryl Roberts
Executive Vice-President

LOCAL MARKET RECOVERY/STABILIZATION QUARTERLY REPORT

MARKET RECOVERY

	Applications	Granted	Potential Hours
Industrial			
Commercial			
Institutional			
High Rise Residential			
Low Rise Residential			
Other			

STABILIZATION

	Applications	Granted	Potential Hours
Industrial			
Commercial			
Institutional			
High Rise Residential			
Low Rise Residential			
Other			

COMBINED

	Applications	Granted	Potential Hours
Industrial			
Commercial			
Institutional			
High Rise Residential			
Low Rise Residential			
Other			

NUMBER OF SUCCESSFUL JOBS

	MRP	Stabilization	Combined	Hours Generated
Industrial				
Commercial				
Institutional				
High Rise Residential				
Low Rise Residential				
Other				

TOTAL NUMBER OF UNION BIDDERS _____
 TOTAL NUMBER OF KNOWN NON-UNION BIDDERS _____
 TOTAL VALUE OF STABILIZATION SUPPORT _____

LIST OF UNION CONTRACTORS APPLYING FOR STABILIZATION AND/OR MRP

CONTRACTOR	NUMBER OF APPLICATIONS

QUARTERLY ECA REPORTING FORM ON JOBS SUPPORTED BY STABILIZATION AND/OR MRP

JOB	SUCCESSFUL BID AMOUNT	SUCCESSFUL BIDDER	RUNNER UP BIDDER	LOWEST UNION BID

LETTER OF UNDERSTANDING

May 1, 2004

James A. Kellett, Chairman
ETBA Line Committee

Re: **1710 Tools**

Dear Sir:

All new Journeypersons/members and new apprentices are to supply their own fall restricting system for pole climbing. All new Journeypersons/members and new apprentices are to supply their own harnesses. The Contractor will provide all other components to complete the fall arrest system.

Should there be legislative change to the standards for fall restricting systems for pole climbing and/or harnesses, the new/replacement equipment will be provided by the Contractor.

If the fall restricting system components for pole climbing and/or harness wears out in the normal course of his/her duties, the new/replacement equipment will be provided by the Contractor.

The Contractor shall inspect the above listed items of all new hires to determine the condition and suitability of the equipment.

The Contractor will replace fall restricting system components for pole climbing and/or harnesses only after a worker has been employed by them for a period of 3 months or sooner at the discretion of the Contractor. The Contractor will replace fall restriction systems for pole climbing and/or harnesses if damaged by the Company.

Sincerely,
Bruce McNamara, Chair
IBEW CCO Line Committee

LETTER OF UNDERSTANDING

March 10, 2010

The parties agree that, provided that the Employer gives the Local Area Business Manager seven (7) calendar days written notice of the project, the Employer may compete against contractors bound by the General Presidents Agreement (GPA) or the National Maintenance Agreement (NMA) for a contract for maintenance work on a project to which a GPA or NMA already applies by basing its bid on the terms and conditions of the applicable GPA or NMA and , if successful in the bid, by complying with the terms and conditions of the applicable GPA or NMA in the performance of any maintenance work at the project, subject to the enforcement of the GPA or NMA under the provisions of this Principal Agreement.

For the IBEW/IBEW-CCO

John Grimshaw
President

John Pender
Executive Secretary-Treasurer

Bill Daniels
International Representative

Independent Chair

Paul Gardiner

For the ETBA of the ECAO

Dave Mason
President

Eryl Roberts
Executive Vice-President

LETTER OF UNDERSTANDING

October 26, 2012

The parties recognize that issues of market share affect different areas of the Province and sectors differently. The parties recommit themselves seriously to addressing these issues on an IBEW Local Union Basis, as may be necessary.

The parties further agree that any IBEW Local Union or area ECA may apply to the ETJB for assistance to develop terms and conditions to increase the market share for IBEW contractors in any sector or segment of a sector within a Local Union's jurisdiction.

For the IBEW/IBEW-CCO

James Barry
President

John Grimshaw
Executive Secretary-Treasurer

Bruce McNamara
International Representative

Independent Chair

Paul Gardner

For the ETBA of the ECAO

Dan Lancia
President

Eryl Roberts
Executive Vice-President

LETTER OF UNDERSTANDING

March 22, 2016

Safety Training

The ETBA and the IBEW/IBEW-CCO agree to the delivery of Working at Heights safety training as follows:

1. Each Local Union will provide Working at Heights training for all its active members. The training may be provided by the Local Union itself or may be subcontracted to another trainer.
2. Where the Local Union and the Local ECA agree, other training (such as WHMIS and Fall Arrest) may be provided where the cost of the training is agreed upon by the Local Union and Local ECA.
3. The Contractors will fully fund the cost of this training, which will include the cost of the training program, any necessary insurance, equipment and delivery costs, travel time and mileage for the member (if applicable), administrative costs. The cost will also include a per diem for each employee based on their regular full package straight time hourly rate for the number of hours spent in training.
4. The cost of the training will be established on a local by local basis as agreed by the Local Union and the Local ECA no later than April 30, 2016. The obligation set out in paragraph #1 will not apply until the full cost of the training is agreed upon by the Local Union and the Local ECA. No refusal to hire a member by a contractor because the member has not received Working at Heights training shall be considered reasonable until the cost of the training has been agreed upon by the Local Union and Local ECA.
5. For local areas who have a voucher system in place as part of their local Working at Heights agreement, whereby vouchers are provided to IBEW members when they complete the training, the following applies:
 - (a) Immediately upon completion of the Working at Heights training, the active member will receive a voucher for time spent in Working at Heights training that must be promptly submitted to his/her current employer (or next employer if unemployed) working in the jurisdiction of their home local who will pay him/her on their next regular pay period.
 - (b) Employer includes a non-resident contractor who is working in the jurisdiction of the home local.

6. Effective April 1, 2017, no member shall be dispatched without a current Working at Heights certification, valid Certificate of Qualification or Apprenticeship Training Agreement, and Ontario College of Trades membership.

7. The ETBA with the cooperation of IBEW-CCO will establish a central database to record and track workers' Working at Heights safety training.

8. In the event that there is any dispute as to the full cost of the training or any other matter as to the implementation of this provision, the dispute may be referred to the ETJB for full and final determination.

LETTER OF UNDERSTANDING

March 22, 2016

Health & Safety Representatives

The following will apply on a project that is expected to last at least three months or more and the Contractor employs 20 or more IBEW members:

A. The Business Manager reserves the right to appoint or remove a Health and Safety Representative on any project that is expected to last at least three months or more and the Contractor employs 20 or more IBEW members and the Business Manager will consider qualified workers employed on the project for this appointment. The Contractor shall be notified in writing when a Health and Safety Representative is appointed. The Health and Safety Representative will be responsible for his regularly assigned work on behalf of the Contractor.

B. The Health and Safety Representative shall be allowed sufficient time to ensure that the provisions of section 14 of this Agreement are observed and will participate in accident investigations in accordance with the Occupational Health & Safety Act.

C. No Health and Safety Representative shall be discriminated against by the Contractor because of the performance of his duties as a Health and Safety Representative.

D. The Health and Safety Representative will not be laid off, unless with just cause, as long as the Contractor employs at least 20 IBEW members on the project.

LETTER OF UNDERSTANDING

March 22, 2016

Loaning/Subcontracting

Principle:

Subcontracts between employers bound to the Principal Agreement are prohibited if used for the purpose of loaning or transferring workers from one employer to another employer and bypassing the role of the hiring hall (e.g. avoiding either the need or consequences of a layoff).

Legitimate subcontracts are distinguished from 'loaning' as follows:

- Subcontracts have a specific/clearly defined scope of work for which the subcontractor is responsible.
- Subcontracts are supported by proper standard documentation including;
 - Liability insurance
 - WSIB clearance
 - Form 1000 (subcontract under a notice of project, if required)
 - Subcontracts must be in writing and at a minimum a purchase order detailing the above.
- Subcontracts require that the subcontractor has control and is the 'employer' of its workers appointing supervision as required and establishing clear communication protocols between himself and its on-site workers. The subcontractor will supply the basic tools for its employees as required.
- Supplying labour to perform an unspecified and unidentified amount of work, or the intermingling of employees from different employers performing the same work, will be interpreted as a 'loaning' of men and requires the business manager's approval.

LETTER OF UNDERSTANDING

March 22, 2016

Market Share

1. The parties agree to renew the Letter of Understanding dated October 26, 2012.
2. After November 1, 2016, if requested to do so, the ETJB will assess whether Local Unions and area ECAs have availed themselves of ETJB assistance as contemplated by the Letter of Understanding and whether the ETJB has effectively responded to the issues brought to it.
3. If the ETJB determines that Local Unions and area ECAs have availed themselves of ETJB assistance as contemplated by the Letter of Understanding but that the ETJB has not been effective in providing assistance, then within four (4) months of receiving the application the ETJB shall have the power to amend Section 20 of the Principal Agreement as appropriate and necessary.
4. In making any decision under para. 3 above, the Chair of the ETJB may cast a vote to break a tie.

PROVINCIAL LINEWORK AGREEMENT

FOR WORK OUTSIDE THE ICI SECTOR

**Made and entered into
Between**

**THE ELECTRICAL CONTRACTORS
ASSOCIATION OF ONTARIO
And all other Signators to this Agreement,
(Hereinafter called the 'Contractor')**

And

**THE IBEW CONSTRUCTION COUNCIL OF ONTARIO
(Hereinafter called the 'Union')**

**Representing the following affiliated Local Unions,
105, 115, 120, 303, 353, 402, 530,
586, 773, 804, and 1687**

Expiry date: April 30, 2022

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SECTION 1 - PREAMBLE

100

This Agreement made between the Electrical Contractors Association of Ontario and the IBEW Construction Council of Ontario is binding on each member or person represented by the parties. The Agreement is made in recognition of the fact that growth in the Electrical Industry and the success of the parties concerned depends on the co-operation of each Party in discharging their obligations and adhering, not only to the words of the Agreement, but also to the intent of the provisions as agreed upon therein.

101

This Agreement shall apply to any Contractor whose business includes the installation and/or maintenance of overhead and buried electrical distribution systems in the Province of Ontario and where the work is not included within the Industrial, Commercial, and Institutional Sector of the Construction Industry.

SECTION 2 - SCOPE OF THE AGREEMENT

200 SCOPE

For the purposes of this Agreement it is understood and agreed by both parties that the work shall be all types of high voltage installations including (but not limited to) transmission lines, power lines, substations, high tension cable installations, forestry and shall also include street and highway lighting, underground and overhead line type distribution systems at lower voltages and communication, telephone and T.V. systems and any civil work required in the performance of any of the above work as well as any other line type work coming within the scope of the IBEW Constitution and falling within the following Sectors of the Construction Industry:

Residential (excluding highrise apartment houses)

Sewers and Watermains

Roads

Heavy Engineering

Pipeline

Electrical Power Systems (excluding work covered by agreement between EPSCA and the IBEW-CCO) on projects and transmission systems.

201 CONTRACTOR QUALIFICATIONS

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be a Contractor in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and whose principle business is Electrical Contracting and who maintains a permanent

place of business and an adequate financial status to meet payroll requirements.

202 UNION JURISDICTION

The Contractor agrees to recognize the inside and outside jurisdictions as outlined in the Constitution of the IBEW in the performance of all electrical work performed within the geographic jurisdiction of the Union as hereinafter defined:

Inside Work

All electrical signs, all street electrical decorations when no messenger or guy wire is necessary for support. Installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported there from and except all outdoor substations as defined in Outside Work hereof.

When aerial wires or cables are used to provide electrical current for buildings or structures within the property lines of any given property the inside men's jurisdiction shall start immediately after the first point of attachment of such aerial wires or cables to such buildings or structures.

Inside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

Outside Work

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts and raceways when part of distributing systems outside of buildings, railroads and outside the directly related railroad property and yards. Installing and maintaining the catenary and trolley work on railroad property, and bonding of rails. All underground ducts and cables when they are installed by and are part of the system of a distributing company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations. All outdoor substations and electrical connections up to and including the setting of transformers and the connecting of the secondary buses thereto.

Outside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

203 GEOGRAPHIC JURISDICTION

It is understood that the geographic jurisdiction of each Local Union is not subject to negotiation, but is established solely within the IBEW. The present jurisdictions of the Local Unions are as listed in the Principal Agreement between ETBA of ECAO and IBEW, IBEW-CCO.

SECTION 3 - DURATION OF THE AGREEMENT

300 DURATION

This Agreement shall become effective on May 1, 2019 and will expire on April 30, 2022.

301 NOTICE

Either Party to this Agreement may give notice in writing to the other Party not more than ninety (90) days prior to the expiry date and not less than thirty (30) days prior to the expiry date of this Agreement and negotiations must begin within fifteen (15) days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

302 AMENDMENTS

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

SECTION 4 - MANAGEMENT RIGHTS

400 RIGHT TO MANAGE

Subject to the terms of this Agreement, the Union acknowledges the right of the individual Contractor to manage the business in which he/she is engaged and to direct the working forces, to discharge or discipline Employees for just cause.

401 REGULATIONS

The Union acknowledges the right of the Contractor to maintain order and to make, from time to time, reasonable rules and regulations to be observed, which will not be inconsistent with the provisions of this Agreement. All such rules must be posted in an accessible location and/or made available to all Employees.

402 OPERATIONS

The Union recognizes that it is the responsibility of the Company to determine the locations of jobs, the choice of equipment, the schedule of installation, the methods and means of installation and the size of the work force required.

403 WORK ETHICS

- A. The Union shall not sign this Agreement with any Party whose business is not recognized as electrical work.
- B. No member of the Union will be permitted to contract or to perform electrical work other than for his/her present Employer.

- C. No member of the Union shall be permitted to work at electrical construction work for anyone who is not a Party to this Agreement.

404 SUBCONTRACT

The Union recognizes the Contractor's right to contract or subcontract work to another Contractor who is a signatory to this Agreement.

SECTION 5 - UNION RIGHTS AND REPRESENTATIVES

500 UNION RECOGNITION

The Contractor recognizes the Union as the sole Bargaining Agent for all Journeyman Electricians, Electrician Apprentices, Foremen, Journeyman Linemen (Powerline Technician)-Splicers, Apprentice Linemen-Splicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen and Foresters performing work within the acknowledged jurisdiction of the Union and similarly the Union recognizes the Contractor as the sole Bargaining Agent.

501 UNION ACCESS

The Business Manager of the Union and/or his/her identified Representative, shall be allowed access to any job or shop where workers are employed provided he/she shall first report to the Job Foreman or Superintendent.

502 STEWARDS

The Business Manager reserves the right to appoint or remove a Steward where workers are employed under the terms of this Agreement.

The Contractor shall be notified in writing when a Steward is appointed.

The Steward will be responsible for his/her regularly assigned work on behalf of the Contractor.

Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.

503 STEWARDS

No Steward shall be discriminated against by the Contractor because of the performance of his/her duties as a Steward.

The Steward shall have the opportunity to work on overtime and shall be notified in advance of overtime, if possible.

The Steward shall not have his/her employment terminated without consultation with the Business Manager, unless with just cause.

504 SUBCONTRACTING

The Company shall not directly or indirectly contract, subcontract or sublet any work under the jurisdiction of this Agreement to any other Employer or Employee who is not a Party to an IBEW Construction Agreement nor require any Employee to work on a piecework basis.

505 UNION LABEL

The Contractor will endeavour to assist the Union to promote and make use of, where and when applicable, all materials bearing the IBEW Union Label.

506 LOANING

The Contractor shall not loan workers in his/her employ to any other Contractor without the consent of the Business Manager.

507 OTHER SIGNATORIES

The Union shall advise the Secretary of the Electrical Contractors Association within five (5) days when this Agreement is signed by a Party whose name is not affixed hereto, and ECAO agrees to supply a list of member Line Contractors to the Secretary of the CCO.

508 LOCAL UNION PART OF IBEW

Each Local Union is a part of the IBEW and it is therefore understood that any alleged violation or annulment of the working rules of any Local Union in the IBEW shall be considered by the Head Office of the IBEW. Failing settlement, it shall be considered sufficient cause for the cancellation of these working rules forthwith.

SECTION 6 - EMPLOYEE DESIGNATION

600 EMPLOYEE CLASSIFICATIONS

- A. Employees shall be divided into the following classes:

Foreman Journeyman Lineman
(Powerline Technician)
Sub-Foreman Journeyman Lineman
(Powerline Technician)
Journeyman Lineman
(Powerline Technician) – Splicer
Groundman/Equipment Operator - 1st, 2nd, 3rd
year
Groundman/Driver - 1st, 2nd, 3rd year
Groundman - 1st, 2nd year
Utilityman – 1st, 2nd year
Forester - 1st, 2nd, 3rd year
Journeyman Electrician
Electrician Apprentice
Powerline Technician Apprentices - 1st to 4th
periods

- B. Any classification of Employee may be required to perform the work of a lesser qualified worker providing that his/her wage rate is maintained.

601 EMPLOYEE QUALIFICATIONS

- A. **Journeyman Lineman (Powerline Technician) - Splicer** - A Lineman who is fully qualified to work in all facets of the trade including energized circuits and who has successfully completed

a recognized training course; and is qualified to undertake the installation, jointing, splicing, testing, bonding, racking and repairing of all types of high voltage electrical cables; the fitting of pot-heads and other accessories to cables; and the assembly, testing, repair and maintenance of such accessories.

- B. **Groundman/Equipment Operator** - A worker qualified to operate mechanical equipment including (but without limiting generality) digging machines, track vehicles, cranes, drills, jackhammers, stationary winches, tractor trailers, regular line trucks, trailers and backhoes. He/She shall be required to undertake minor mechanical repairs and adjustments and daily maintenance to ensure proper operation of equipment and if required by the Employer he/she shall provide satisfactory evidence of competence in the operation of equipment provided by the Employer.
- C. **Apprentice Powerline Technician** - All Apprentices shall be governed by this Agreement and the Ontario College of Trades and Apprenticeship Act or any successor legislation.
- D. **Power Station Technician** - A Journeyman Powerline Technician or a Journeyman Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of the construction and maintenance of substations.
- E. **Splicer** - A Journeyman Powerline Technician or a Journeyman Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of splicing high voltage cable.
- F. **Groundman/Driver** - A worker qualified to drive mechanically-propelled vehicles and whose duties shall include the operation of booms mounted on mobile vehicles and shall also include the transporting of transmission line materials from assembly site to erection site.
- G. **Groundman** - A worker whose duties shall include assisting Linemen and other workers; the requisitioning, handling and transporting of materials; the dressing of poles and the assembling of towers and structures on the ground; but who shall not be required to make contact with a conductor which is or may become energized during a job.
- H. **Utilityman** - A worker whose duties shall include (but not be limited to) civil work, the cutting of brush, assisting in tree trimming, and the digging of holes and ditches.
- I. **Forester** - Must be knowledgeable in tree removal, tree-trimming techniques, selective cutting, selective spraying, restoration practices and landscaping. Have a good knowledge of the chemicals related to vegetation and pest control. Must be capable of obtaining Land Extermination Licenses for insecticide and herbicide application work. Must have a working knowledge of the mechanical aspects of the equipment with which he/she works in order to carry out routine

maintenance and to facilitate minor repairs. Must be qualified to operate such vehicles as are required to perform the work in this classification.

J. **Journeyman Electrician** - Journeymen must be capable of performing in an efficient manner the functions of an Electrician as defined under the Ontario College of Trades and Apprenticeship Act or any successor legislation

K. **Electrician Apprentice** - All Apprentices shall be governed by this Agreement and the Ontario College of Trades and Apprenticeship Act or any successor legislation

602 POWERLINE TECHNICIAN APPRENTICE

A. Prior to signing an apprenticeship contract there shall be a three (3) month or five hundred (500) hour assessment period to determine the candidate's suitability to the trade and shall receive first (1st) period Apprentice rate of pay.

The contracted apprentice shall serve four (4) – two thousand (2000) hour periods and attend recognized Ontario line apprentice training during each classification period.

The Employer shall send the contracted Line Apprentice to a Ministry of Advanced Education and Skills Development (MAESD) approved Line Apprentice Training School within six (6) months after successful completion of each two thousand (2000) hour period verified by a properly completed apprenticeship log book. The Line Contractors will establish a fund through ECAO that ensures that monies are available to pay the cost of Line Apprentice training at a MAESD approved training delivery agent.

IBEW Business Managers can recommend or refer unemployed Apprentices to the school.

Apprentices shall be employed and governed in accordance with the Ontario College of Trades and Apprenticeship Act or any successor legislation.

Upon completion of each two thousand (2000) hour period, to be verified by a properly completed apprenticeship logbook, and successful completion of the appropriate level of apprentice training, the Apprentice shall progress to the next level of pay rate. In the event that the formal training cannot be offered to the Apprentice in this timely manner, the Employer will allow incremental and monetary progression to the next period of apprenticeship. If the Apprentice fails a level of trade school, his/her pay level will be frozen until successful completion of that trade school level.

Upon successful completion of the last level of apprentice training, the current industry required minimum ten (10) month evaluation period, and an Ontario recognized Training Delivery Agency Power Lineman's Certificate, the Employee shall receive Journeyman classification and pay rate.

B. The duties of an Apprentice shall be as outlined in the Schedule of Training of the MAESD. The ratio of one (1) Apprentice and one (1) Groundman to each Lineman shall not be exceeded in the shop.

Apprentices and Groundmen shall work only under the direction of a Lineman.

C. New Apprentices will not be indentured by a Contractor if qualified indentured Apprentices are on the out of work list.

603 OWNER-OPERATORS

When certain miscellaneous trucks and/or equipment are required in excess of the Company's normal needs and not owned by the Company they may be operated by Owner-Operators. These Employees will be under the supervision of the Contractor and will work under the terms of this Agreement. When subcontracting line work under this Agreement, including lineworker owner/operators, the subcontractor shall demonstrate appropriate WSIB coverage, voluntary recognition for the duration of the project, and proof of remittance of all employee and employer funds required under the Collective Agreement.

604 GENERAL

A. The above classifications will cover the total extent of the work to be performed by the Company.

B. Any classifications of workers required to drive a vehicle shall have a Class "A" driver's license.

C. **Underground Work** - With the consent of the Business Manager special manpower accommodations may be made for underground duct installations and underground municipal distribution work.

D. **Utility Assist** - With the consent of the Business Manager the setting of poles and anchors shall be performed by a qualified Lineman and Groundman Operator with the help of Utilitymen hired locally. Workers hired under these circumstances shall apply for IBEW membership.

E. To improve the competitive position of our Union Contractors and Employees, the Provincial Joint Line Committee shall be empowered to negotiate adjustments and/or changes to this Agreement, subject to the approval of the ETBA of the ECAO and the IBEW-CCO.

605 CLASSIFICATION PROCEDURE

The Company shall determine the qualifications of its Employees, subject to:

A. Present Employees shall retain their present classifications.

B. New Employees shall be classified in accordance with their employment records, experience, trade skills, apprenticeship records, trade certification and in agreement with the Union.

C. An Employee who deems himself improperly classified shall have the right to appeal to the Provincial Joint Line Committee.

D. Where a host local union has concern over whether an IBEW member is properly classified, the host local union will first confirm the IBEW member's status with the home local union and, if

the concern remains, the contractor may refer the issue to the Provincial Joint Line Committee (PJLC). If the PJLC decision is not approved by the host local union, it shall be referred to the ETJB in accordance with Clause 1300.

SECTION 7 - HIRING PROCEDURE

700 HIRING

The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all line work in his/her home area. The Contractor shall have the right to select and name-hire all Foremen. When making appointments to the Foreman level, the Employers will give consideration to those Journeypersons they presently employ. 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.

701 WORKING CARD

If the Local Union is unable to furnish certified workers to the Contractor within three (3) working days of the time the Union Office receives the request for men/women (excepting Saturdays, Sundays and Holidays) the Contractor shall be afforded the right to employ certified workers as are available. The Local Union will issue clearance cards to workers hired in these circumstances who may be replaced by certified workers after three (3) working days notice to the Contractor, but in no case until a worker has worked a minimum of one (1) week.

702 MOBILITY

It is further agreed that should a Contractor obtain work in any area outside of his/her home area, he/she shall be permitted to bring in his/her own crews comprised of Linemen, Splicer, and other specialists and hire any additional men required through the Union.

In his/her home area, the Contractor may continue to use his/her forces to perform any type of work described above and augment his/her forces where necessary from the Union.

When a Contractor obtains work outside of his/her home area, Local Union 353 and Local Union 1687 shall act as a clearing house for the Province of Ontario by coordinating manpower requirements and making workers available to Contractors for the whole Province. The Contractor agrees to notify the Local in whose jurisdiction he/she has obtained the work of the names and classifications of men/women he/she is bringing into the area, prior to any crew movement.

703 EMPLOYMENT PRIORITY

In all cases of layoff, the Local Union members shall retain employment priority.

704 OLDER EMPLOYEES

Where five (5) or more Journeypersons are employed every fifth (5th) Journeyperson shall be fifty (50) years of age or older, where available.

705 LAYOFF NOTIFICATION

When possible, the Contractor shall notify the Business Manager three (3) days prior to a layoff, but in no case later than twenty-four (24) hours after the layoff.

SECTION 8 - HOURS OF WORK, HOLIDAYS AND VACATION

800 REGULAR HOURS

The regular hours of work shall be eight (8) hours per day on the job, Monday through Friday inclusive between the hours of 8:00 a.m. and 4:30 p.m.

The above hours may be worked equally over any four (4) consecutive days, Monday to Friday inclusive.

Upon request of the Employees, a four (4) day times ten (10) hour work week will not be unreasonably withheld.

801 ADJUSTMENT OF HOURS

- A. Daily starting time may be adjusted up to one (1) hour earlier on mutual agreement between the Contractor and the Local Union Business Manager.
- B. Lunch period shall be one half (1/2) hour taken between 12:00 noon and 1:00 p.m. Special lunch period arrangements may be made in specific cases by mutual agreement between the Contractor and the Local Union Business Manager. All Employees must be afforded the opportunity to eat their lunch between 12:00 noon and 1:00 p.m.
- C. Upon request of the employees and approval of the Business Manager to work combined periods of normal 40-hour work weeks back to back for locations of a significant distance from the employers place of business with the appropriate amount of time off at the conclusion of the work period. For work occurring in the jurisdiction of Locals 1687 or Local 402 contact Local 1687 for approval and for all other jurisdictions, contact Local 353.

Example:

Eight 10-hour days in a row = Six days off

Further example:

Eight days work, 10 days board as per Section 1100 E Compressed Work Weeks

802 WORK BREAKS

Employees shall have a fifteen (15) minute rest period at mid-morning and fifteen (15) minute rest pe-

riod at mid-afternoon, these rest periods shall also apply to all over-time and shift work.

803 STATUTORY HOLIDAYS

Statutory holidays to be observed are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

If a statutory holiday(s) falls on a Saturday or a Sunday, the closest following work day(s) shall be observed.

804 OVERTIME

- A. All work performed outside of regular working hours except shifts and callouts shall be paid in the following manner:

Monday to Friday inclusive

Work performed for the first four (4) hours after the regular quitting time shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

Saturday

Work performed between 8:00 a.m. and 12:00 noon shall be paid for at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

All work performed on new overhead line construction, or when working with a utility which pays double (2) time for Saturday, shall be paid for at two (2) times the regular rate of pay.

Sundays and Statutory Holidays

All work performed on Sundays and Statutory Holidays shall be paid for at the rate of two (2) times the regular rate of pay.

- B. Electrical Power Systems (EPS) Overtime
All work performed on EPS including but not limited to Power Distribution and Transmission work outside of the regular working hours (except shifts and callout) and on Saturdays, Sundays, and statutory holidays shall be paid at two (2) times the regular rate of pay, except on the road sector outside of the jurisdiction of Local 353 and for all public utilities that only pay one and one half (1 1/2) times the regular rate.
- C. When overtime is required by the Contractor, the Employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and a meal provided by the Contractor after the first two (2) hours of overtime is worked when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the Employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and a meal provided when overtime is required beyond that four (4) hour period. This is not applicable for the first eight (8) hours worked on Saturdays, Sundays and holidays.

805 SHIFTS

- A. Work at any time of the day or night between 12:01 a.m. Monday and 12:00 midnight Friday of the same week other than the regular day shift shall be considered shift work. A minimum of six (6) hours work with seven (7) hours pay at the premium rate shall be considered a shift (For shift work in Local 1687 and Local 402 the premium rate 125% of the regular rate. For shift work in all other locals the premium rate 120% of wage package.).
- B. A shift may be no more than eight (8) hours per day unless overtime rates are paid.
- C. A Contractor may work a four (4) day ten (10) hour per day shift with permission from the Local Union Business Manager. (For shift work in Local 1687 and Local 402 the premium rate is 125% of the regular rate. For shift work in all other locals the premium rate is 120% of wage package.).
- D. The premium rate for a shift is pay at 125% of the regular rate for Local 1687 and Local 402. The premium rate for a shift is pay at 120% of wage package for all other locals.
- E. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean twenty-four (24) hours from the commencement of the day shift for the job. All shifts to be arranged so that workers shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the Employees on the job where practical to do so.
- F. Under normal circumstances, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.
- G. Trouble shift work for utilities shall be paid at 125% of the regular rate of pay in Locals 1687 and Local 402 and 120% of the wage package for all other locals.

806 CREW TRANSPORTATION

When Employees are using Company vehicles for transportation to and from job sites, the Employees will be paid straight time rates of pay for all time spent travelling and existing arrangements shall remain in force.

807 CALLOUT

Work performed as special calls without prior notification shall be paid at two (2) times the regular rate of pay. The minimum payment shall be three (3) hours at straight time.

808 REPORTING TIME

- A. If Employees are required by the Employer to report for work and if no work is available, they shall receive three (3) hours pay.

- B. Workers properly assigned to a job and who report at the regular starting time shall receive not less than three (3) hours pay.

This not to be construed to mean three (3) hours pay in addition to the hours actually worked in any one (1) work day.

809 Standby Pay

When employees are requested to be on standby/on-call and are not called out for work during that time, they will be paid one (1) hour of straight time for each day of standby.

SECTION 9 - WAGES AND PAYMENT METHOD

WAGES FOR REGULAR HOURS

900 REGULAR PAY

- A. The hourly rates of pay shall be as follows:

Date	Classification	Base Rate	VP & SHP	Union Funds	Wage Pack.	ECA Funds
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Foreman Journeyperson Lineman (Powerline Technician)

115% of the applicable Journeyperson rate

Sub-Foreman Journeyperson Lineman (Powerline Technician)

107.5% of the applicable Journeyperson rate

Journeyman Lineman –Splicer (Powerline Technician)

Journeyman Electrician

Electrician Apprentice

The same rate as the Inside wiring rate in his/her home Local area. See the Appendix for the jurisdictional area concerned.

Powerline Technician Apprentice

1st Period: 50% of the applicable Journeyperson rate

2nd Period: 60% of the applicable Journeyperson rate

3rd Period: 70% of the applicable Journeyperson rate

4th Period: 80% of the applicable Journeyperson rate

Groundman/Equipment Operator

1st Year: 70% of the applicable Journeyperson rate

2nd Year: 80% of the applicable Journeyperson rate

3rd Year: 90% of the applicable Journeyperson rate

Groundman/Driver

1st Year: 50% of the applicable Journeyperson rate

2nd Year: 60% of the applicable Journeyperson rate

3rd Year: 70% of the applicable Journeyperson rate

Groundman

1st Year: 50% of the applicable Journeyperson rate

2nd Year: 60% of the applicable Journeyperson rate

Utilityman

1st Year: 40% of the applicable Journeyperson rate

2nd Year: 50% of the applicable Journeyperson rate

Forester

1st Year: 60% of the applicable Journeyperson rate

2nd Year: 70% of the applicable Journeyperson rate

3rd Year: 80% of the applicable Journeyperson rate

Forester Foreman

90% of the applicable Journeyperson rate.

Effective May 1, 2010, in addition to the above noted wages and benefits, the Contractor will contribute \$0.50 per hour earned by each Power Line Technician and Apprentice Power Line Technician to the ECAO Power Line Technician Apprentice Training Fund. The Contractor shall remit the funds each month by the 15th day of the month following the month in which the work was performed directly to:

ECAO Power Line Technician
Apprentice Training Trust Fund
10 Carlson Ct
Suite #702,
Toronto, ON M9W 6L2

The sole purpose of the Fund shall be for the payment of in-school apprentice training at a facility approved by the Trustees on behalf of his/her contributing contractor-employers only.

- B. Groundmen, Utilitymen and Foresters who are presently being paid in excess of the above rates shall have their rates red-circled.

- C. Overtime shall be paid at the rates shown in Clause 804.

901 SHIFT PAY

- A. Premiums for shift work shall be as outlined in Clause 805.

Shifts shall be as defined in Clause 805.

902 PAY WEEK

The pay week shall commence at 12:01 a.m. Sundays and end 12:00 midnight Saturdays.

Wages shall be paid weekly at or before quitting time by cheque Thursday or direct deposit to the Employee's bank account by Friday, and no more than one (1) week's wages may be withheld at any time. This direct deposit option is voluntary to the Employee. A pay stub showing all deductions will be issued weekly to the Employee at the jobsite. When a holiday falls on a pay day these days shall be moved ahead by one (1) day.

Each Employee shall be given a detailed record of his/her earnings in accordance with federal and provincial regulations.

903 LAYOFF

Employees being laid off shall receive a minimum of one (1) hours notice with pay. The Employee shall be allowed to leave the job at the time of the notification.

He/She shall receive his/her wages and E.I. Record of Employment at the time of layoff, if possible; failing that, they shall be mailed by XpressPost to his/her home address within twenty-four (24) hours.

On room & board jobs, where there is no payroll office, his/her wages and E.I. Record of Employment shall be mailed by XpressPost to the Employee's home address within twenty-four (24) hours of layoff.

904 DISCHARGE/QUITTING

If any Employee voluntarily terminates his/her employment or if they are discharged for just cause by his/her Employer, the conditions of termination as stated in Clause 903 shall not apply. In this case the Employer shall issue by XpressPost the Employee's E.I. Record of Employment and wages in full for the period of employment with the Company within five (5) working days following the date of discharge or termination. The Company shall be given one (1) hour's notice by any Employee who voluntarily terminates his/her employment.

905 PENALTIES

Failure of Contractor to comply with the requirements in Clauses 902, 903 and 904 will entitle the Employee to two (2) hours wages without work for each normal work day of non-compliance up to a maximum of thirty (30) hours. Effective January 1, 1989, when the Monday of a pay week is a statutory holiday, there shall be a twenty-four (24) hour grace period on the Penalty Clause as it applies to Clause 902.

906 VACATION & STATUTORY HOLIDAY PAY

Vacation and statutory holiday pay shall be at the rate of ten percent (10%) of the hourly earnings of which four percent (4%) shall be in lieu of Vacation Pay and six percent (6%) shall be in lieu of statutory holiday pay.

907 UNION FUND

See Clause 1000.

908 TRAVEL EXPENSES

Travelling expenses and subsistence allowances shall be as defined in Section 11.

909 ACCIDENT PAY

If an Employee leaves the job because of an injury, Clause 1401C shall apply.

910 WORK BREAKS

Work breaks shall be paid in accordance with Clause 802.

911 CALLOUT

Time shall be paid in accordance with Clause 807.

912 ADJUSTMENTS

Adjustments in Union Funds shall be made in accordance with procedures followed for similar changes under the Principal Agreement between ETBA and IBEW-CCO.

SECTION 10 - BENEFIT PLAN

1000 UNION FUNDS

Union dues to be paid into the Local Union where the work is being performed.

1001 ASSOCIATION FUNDS

Association fund to be paid into the ECA area where the work is being performed.

ECA Line will receive one (1) cent from the Association Fund payable to:

ECAO
10 Carlson Court, Suite 702
Toronto, ON M9W 6L2

SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES

1100

A. Employees sent from the Employer's home area shall be paid travel and subsistence allowances as detailed below.

Employees hired locally as Lineworkers will not be paid travel and subsistence allowances other than mileage from the free zone area limit, where applicable.

B. The Company shall set up crew headquarters in the town or towns nearest to the work wherein suitable living quarters can be obtained by the workers.

There shall be a free travel zone of a twenty-five (25) kilometre radius or forty (40) road kilometres from the designated crew headquarters where no travel time or mileage shall be paid.

Where existing free travel zones exceed the twenty-five (25) kilometre radius or forty (40) road kilometres, they shall continue to apply.

There shall also be a forty (40) kilometre radius free travel zone for the Toronto area having its centre at the intersection of 401 Highway and Yonge Street. Transporting Company vehicles to and from the job site will be paid for at the straight time rate.

C. Travelling time at straight time rates plus cost of transportation shall be paid by the Company on all work performed outside the free travel zone. The transportation cost allowance shall be \$0.55 (\$0.56 effective May 1, 2020) (\$0.57 effective May 1, 2021) per kilometre. If the Company wishes, it may supply the transportation in lieu of the cost of same. (See: Clause 806). All travel time beyond the free zones to be outside the regular eight (8) hours working day.

D. Wages at the regular straight time rate and room and board shall be paid by the Company to workers, for travelling time when ordered by the Employer to leave one (1) crew headquarters or

town and report for work to another crew headquarters or town. When transportation is made available by the Company, no additional expense other than travelling time and, room and board will be allowed. If transportation is not made available by the Company reimbursement will be made on the basis \$0.55 (\$0.56 effective May 1, 2020) (\$0.57 effective May 1, 2021) per road map kilometre.

- E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$134.30 (\$136.05 effective May 1, 2020), (\$137.55 effective May 1, 2021) per day worked for room and board including working days lost due to inclement weather.

Line Contractors agree to pay five (5) days Room and Board for a four (4) day times ten (10) hour compressed work week for any outside work where the work is greater than one hundred fifty (150) road kilometres (to be determined by i.e. 'Googlemap', 'Mapblast', or 'Mapquest') from predetermined points in each local area. For a five (5) day times eight (8) hour work week the Line Contractors agree to pay five (5) days Room and Board. Any other Room and Board will be paid at the rate of one (1) day Room and Board per day worked. Outside of Local Union 353 the reference point is considered to be the Contractor's office.

- F. When other accommodations cannot be secured, the Company may establish a camp and provide free room and board to the Employees for the duration of the job in lieu of room and board allowances. Any complaints on camp conditions may be referred to the Joint Conference Board.
- G. On camp jobs, transportation shall be provided, if required, between camp and the work site and any time spent travelling in excess of fifteen (15) minutes each way will be paid for at the straight time rate.

SECTION 12 - TOOL LIST

1200 TOOLS

- A. The following tools will be supplied by Linemen, Splicers, and Apprentices:
- 1 Set of Belt and Spurs, and a Fall Restricting System for pole climbing in accordance with IHSA and/or CSA standards
 - 1 Harness with D in centre of back in accordance with the ISHA and/or CSA Standards
 - 1 Skinning Knife
 - 1 10" Adjustable Wrench
 - 1 12" Adjustable Wrench
 - 1 Large Screwdriver, 8" shank, 5" handle
 - 1 Pair 9" Offset Cutting Pliers
 - 1 Ball Peen Hammer
 - 1 6' Folding Wooden Ruler or a non-conducting equivalent
 - 1 Nut & Bolt Bag
 - 1 Ratchet handle with sockets (sizes as required)

- * 1 Pair of Lineman gloves

These additional tools will be supplied by Splicers:

- 6 Screwdrivers, Robertson and Standard Types
 - 1 Pair 8" Diagonal Pliers
 - 1 Pair 8" Long Nose Pliers
 - 1 Tool Box
 - 1 Adjustable Hacksaw Frame
 - * 1 Set of Cable preparation knives
 - * The Company shall replace knives and gloves when they are worn out (gloves: to a maximum of eight (8) pairs per year if returned).
- B. The Company shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them providing the Company furnishes the necessary lockers, job boxes, or other safe place for storage.
- C. Should an Employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools, or replace them with tools of equivalent value.
- D. The Foreman and the Job Steward shall jointly ensure that the Employee's tools list is complete when the Employee reports to the job and periodically as required. When it is determined that a Lineman, Splicer or an Apprentice does not possess his/her complete tool list, five (5) days notice shall be given to correct same.
- E. All Journey-person Electricians are required to have the following tools:
- 1 Centre Punch
 - 1 1/2" Cold Chisel
 - 1 Half-round File
 - 1 Ball Peen Hammer
 - 1 Adjustable Hacksaw Frame
 - 1 Knife
 - 1 Medium Level
 - 5 Prs. of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 prs. of Channellock
 - 6 Screwdrivers, Robertson and Standard Types
 - 1 6" Square or Combination Square
 - 1 Steel Tape, 10 or 12-foot
 - 1 Small Tap Wrench
 - 1 Tool Box
 - 1 Tool Pouch and Belt for Hand Tools
 - 1 600-Volt Tester (CSA approved)
- F. Apprentices shall supply themselves with the following basic tools and be in possession of a complete list of tools upon becoming a Journey-person Electrician:
- 1st Period**
- 3 Prs. Pliers - 8" Sidecutters, Diagonal, Channellock
 - 1 Pocket Knife
 - 1 Steel Tape, 12-foot or 10-foot

- 6 Screwdrivers - Robertson and Standard Types
- 1 Tool Box
- 1 Tool Pouch for Hand Tools

2nd Period

- 1 Hacksaw Frame - Adjustable
- 1 Hammer - Ball Peen
- 1 Pr. Longnose Pliers

3rd Period

- 1 Medium size Level
- 1 1/2" Cold Chisel

4th Period

- 1 voltage tester
- 1 Combination Square or 6" Square
- 1 Centre Punch
- 1 File - Half-round

5th Period

- 1 Pr. of Channellock

SECTION 13 - GRIEVANCE PROCEDURE AND ARBITRATIONS

1300 GRIEVANCE PROCEDURE

Any grievance arising concerning the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in accordance with the following:

Step 1: The aggrieved Employee shall, with his/her Local Union Steward, present his/her grievance verbally to his/her Foreman or Supervisor within five (5) working days of the time he/she became aware, or reasonably should have been aware, of the incident giving rise to the grievance. The Foreman or Supervisor shall reply verbally to the grievance within one (1) working day. In the event the grievance is not satisfactorily settled at this step, the grievance shall proceed to Step 2.

Step 2: The Local Union shall submit the grievance in writing to the designated Contractor's Representative. Within two (2) working days of receipt of the grievance at Step 2, the designated Contractor Representative shall meet with the Local Union Representatives in an effort to resolve the grievance. If the grievance is not satisfactorily settled at this step, the grievance shall be submitted to the Provincial Joint Line Committee.

Step 3: The Provincial Joint Line Committee shall meet with the Local Union and the Contractor Representative within seven (7) days of receipt of the grievance and shall render a decision at the earliest possible date, but in no case later than ten (10) working days from the date of hearing.

Step 4: Failing settlement of the grievance by the Provincial Joint Line Committee, it shall, by mutual consent, be referred to the Electrical Trade Joint Board which shall meet and render a final and binding decision. An application for a grievance to be heard at the Joint Board must be made to the ETJB within forty-five (45) days from the date of the

grievance. The ETJB will hear the grievance within ninety (90) days from the date of the application.

1301 EITHER PARTY

If either Party to this Agreement alleges there has been a misinterpretation, violation or non-application of this Agreement such Party may within five (5) working days of the time they became aware, or reasonably should have been aware, of the incident giving rise to the grievance, submit such grievance in writing to the designated Representative of the other Party. If the grievance is not settled within two (2) working days at this stage, it may be submitted to the Provincial Joint Line Committee.

1302 NOTICE

Prior notice of all grievances whether referred to the Provincial Joint Council or referred to arbitration under Section 133 of the LRA shall be given to the respective Secretaries of the ETJB.

1303 STRIKE/LOCKOUT

During the terms of this Agreement, there shall be no strike by the Union and there shall be no lock-out by the Contractor.

1304 NO LEGAL COUNSEL

Prior to arbitration no legal counsel shall take part in any of the proceedings of the grievance procedure.

1305 ARBITRATION

Differences between the Parties not dealt with by the foregoing provision may be referred to arbitration pursuant to Section 48 of the LRA but only after Steps 1 through 3 in Clause 1300 have been followed.

The expense of the nominees to an Arbitration Board shall be borne by the Party represented and the expenses of the Chairman shall be borne equally by both Parties.

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and conditions of this Agreement.

1306 SAVING CLAUSE

If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

1307 TIME LIMITS

Any of the time limits provided in the Grievance Procedure may be extended by mutual agreement of the Parties.

1308 PROVINCIAL JOINT LINE COMMITTEE

The Provincial Joint Line Committee shall be comprised of Representatives of L.U. 353, L.U. 1687, IBEW-CCO and the ECAO Standing Line Committee. The PJLC has the power to deal with disputes, interpretations, industry promotion, and all such matters

at the Provincial level, but is not empowered to alter this Agreement or change its intent.

Should any matter require final resolution by a vote or ballot, the Contractor and Union parties shall each cast four (4) votes.

The PJLC shall hold a meeting within one (1) week following the request of either Party.

SECTION 14 - SAFETY

1400 GENERAL

The Contractor and every Employee shall comply fully with the provisions of the Occupational Health and Safety Act and regulations thereto and all such legislation as it pertains to accident prevention and safe and sanitary working practices. The Contractor and every Employee shall also comply with individual company safety manuals or owner/client safety policies.

1401 SAFETY

- A. The Company, their Representatives and every Employee shall comply with the IHSA Electrical Utility Safety Rules, as amended from time to time, and all other safety regulations as specified in the contract documents.
- B. The Company shall exercise the same responsibility for safety as they do for all other parts of their operations; they shall maintain the necessary safety equipment and ensure that the Foremen enforce safety rules and safe working practices.
- C. When an Employee is injured and leaves the job for medical attention and when decided by the doctor he/she is unable to return to the job because of the injury, the worker shall be paid for the full day. Transportation shall be supplied by the Company when requested to a doctor's office or a hospital.
- D. All accidents regardless of severity shall be reported to the Contractors office. Copies of all WSIB Form 7 "Employers Report of Injury/Disease" shall be mailed to the Local Union and to the Worker upon his/her request.
- E. Workers shall observe all safety rules and shall use the safety devices and equipment provided for their protection.
- F. Workers shall supply themselves with approved safety helmet, safety shoes and belt and spurs (Clause 1200). The Safety Helmet shall bear the Canadian Standards Associations Approval – Class B - CAS-Z-94-1. All other safety devices and safety equipment shall be supplied by the Company, as outlined above.
- G. Crew safety meetings shall be held weekly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted if possible.

SECTION 15 - WORKING CONDITIONS

1500 DRINKING WATER

The Employer shall be responsible for providing cool fresh drinking water on all jobs in accordance with the provisions of the Occupational Health and Safety Act. If potable drinking water is not readily accessible at the jobsite, the Employer shall provide bottled drinking water.

1501 DIRTY JOBS

When it is mutually agreed that a project is excessively dirty the Contractor shall make coveralls and gloves available to the Employees, who shall return them at the completion of the job. The coveralls shall be cleaned as required, by the Contractor. Dirty jobs shall be defined as those on which there is excessive carbon black, metal dust, grease or oil and chemicals. This shall not apply to tools and equipment.

1502 RAINWEAR

Rainwear shall be provided by the Contractor when the conditions so warrant. Rainwear includes rubber boots when warranted.

1503 CLEANUP

On all jobs, workers shall be allowed ten (10) minutes prior to normal work day quitting time in order to put away personal tools and Company equipment and clean up.

1504 STOREKEEPER

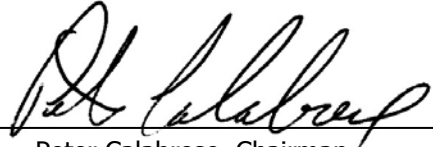
Where there is a full time Storekeeper required on a project, he/she shall be a Journeyperson Lineman and preference shall be given to older members.

SECTION 2100A - SIGNING PAGE

2100A

Agreed to at Toronto, Ontario on the 1st day of May, 2019.

For the Electrical Trade Bargaining Agency
of the Electrical Contractors Association of
Ontario:



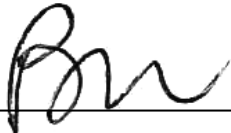
Peter Calabrese, Chairman
ECAO Standing Line Committee



Chris Cimek, Chairman, ETBA



Graeme Aitken, Executive Director
ECAO



Bernie Fishbein, Independent Chair
ETBA

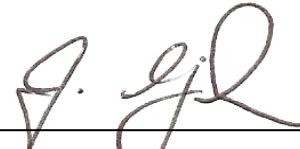
For the International Brotherhood of Electrical
Workers, IBEW Construction Council of
Ontario and all its affiliated Local Unions:



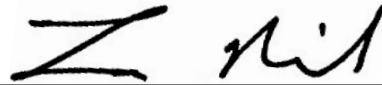
Steven Martin, Chairman
IBEW Electrical Power Council of Ontario



Mark Watson, Vice President
IBEW Electrical Power Council of Ontario



John Grimshaw, Executive Secretary Treasurer
IBEW/CCO



Tom Reid, International Vice-President



Bruce McNamara,
International Representative

LETTER OF UNDERSTANDING

THE PARTIES AGREE THAT, DUE TO THE UNIQUE NATURE OF THE WORK INVOLVED, THE POLICY REGARDING MAKE UP TIME SHALL BE AS FOLLOWS:

The Employees may make up for lost time providing they do not work more than 40 hours per week, or 10 hours per day, at the straight time rate, Monday to Friday inclusive.

Sincerely,

Larry Lineham,
Chairman IBEW-CCO
Line Committee

Wayne Gatién,
Chairman ETBA
Line Committee

LETTER OF UNDERSTANDING

May 1, 2001

Mark Kellett, Chairman
ETBA Line Committee

Dear Sir:

The IBEW CCO and ETBA agree to apply the terms and conditions of the Provincial Linework Agreement for work outside the ICI sector (yellow pages) to any electrician or electrician apprentice assigned by the Contractor to perform the following work:

- Street Lighting
- Traffic signals/controls/traffic management systems (FTMS)
- Signs and decorative lighting in the public sector
- Airports outside of terminal, hangar, administrative and covered parking buildings
- Fibre optic and other communications transmission lines
- Wireless communication towers (cellular communications)
- Outside work on military bases and other similar campus type developments
- Transportation infrastructure (excluding subways)
- Any other work falling under the terms of the Provincial Linework Agreement (yellow pages) as agreed from time to time by the parties.

Mobility for electricians/apprentices under the yellow pages shall be governed by Clause 702 of the Principal Agreement, save and except those electricians who are bona fide specialists. Such specialists shall have unrestricted mobility throughout the province and shall not be counted in the mobility calculation of Clause 702 on a job or jurisdictional area basis. This letter of understanding shall not be referred to or relied upon for any purpose other than its application to the work specified above.

Sincerely,

Bill Daniels, Chair
IBEW CCO Committee

LETTER OF UNDERSTANDING

May 1, 2004

James A. Kellett, Chairman
ETBA Line Committee

RE: TOOL LIST CLAUSE 1200

Dear Sir:

All new Journeypersons/members and new apprentices are to supply their own fall restricting system for pole climbing. All new Journeypersons/members and new apprentices are to supply their own harnesses. The Contractor will provide all other components to complete the fall arrest system.

Should there be legislative change to the standards for fall restricting systems for pole climbing and/or harnesses, the new/replacement equipment will be provided by the Contractor.

If the fall restricting system components for pole climbing and/or harness wears out in the normal course of his/her duties, the new/replacement equipment will be provided by the Contractor.

The Contractor shall inspect the above listed items of all new hires to determine the condition and suitability of the equipment.

The Contractor will replace fall restricting system components for pole climbing and/or harnesses only after a worker has been employed by them for a period of 3 months or sooner at the discretion of the Contractor. The Contractor will replace fall restricting systems for pole climbing and/or harnesses if damaged by the Company.

Sincerely,

Bruce McNamara, Chair
IBEW CCO Line Committee

LETTER OF UNDERSTANDING

January 24, 2007

*Revised as per Memo of Agreement: March 11, 2010
Revised as per Memo of Agreement: February 20, 2013*

FR (FIRE RETARDANT) CLOTHING

- The Line/Utility Contractors will solicit a manufacturer/supplier that meets all requirements and have them establish a database for each outside worker.
- The Line/Utility Contractor will issue the required articles of clothing to the outside Workers and the Supplier will maintain the database of sizes and items issued.
- The Line/Utility Contractors will maintain a minimum quantity in stock to address new hires or emergency situations and this information will be provided to the Supplier to update the database.
- The Line/Utility Contractors will endeavor to retrieve the FR clothing from a Worker that leaves the IBEW/CCO membership to another Employer or Labour Organization.

Bruce McNamara
Chairman
IBEW/CCO
Power Council

Jack Dowding
Executive Chairman
IBEW/CCO
Power Council

Jim Kellett
Chairman
ECAO
Standing Line Committee

Mike Krueger
Vice Chairman
ECAO
Standing Line Committee

LETTER OF UNDERSTANDING

February 7, 2007

**RE: INSIDE/OUTSIDE JURISDICTIONAL
DISAGREEMENTS PERTAINING TO SECTION 17**

1. The parties agree that the existing IBEW Rose Document dated September 10, 1980 represents an appropriate guideline for the resolution of Inside/Outside Jurisdictional Disagreements pertaining to Section 17 of the Principal Agreement and the Provincial Line Agreement for work outside of the ICI Sector.
2. The IBEW is open to reviewing the Rose Document by April 30, 2007 and the Parties agree that they will adopt the following process for doing so:
 - A. PJLC to identify the disputed issues.
 - B. PJLC to declare its interests.
 - C. PJLC will recommend suitable resolutions.
 - D. Resolutions recommended by the PJLC together with unresolved issues will be referred to the IBEW CCO Bargaining Committee for review.
 - E. Recommended resolutions and unresolved issues will then be forwarded to the IVP (International Vice President of the IBEW First District Office) for a decision.
 - F. The ETBA and the IBEW CCO or any affiliates of the Bargaining Committee may make submissions to the IVP.

- G. The IVP will receive all submissions by April 30, 2007 and then render a decision. The IVP shall provide a decision by May 30, 2007.
3. The parties acknowledge that particular disputes related to the Inside/Outside jurisdiction may arise from time to time and that the following process for the resolution of such disputes is appropriate.
 - A. Disputes can be raised by the ETBA or the IBEW CCO or any of the affiliates of the Bargaining Committee.
 - B. The disputes shall be considered by the IBEW CCO Bargaining Committee and an IO (International Office) Representative ('The Committee') within fourteen (14) calendar days of the dispute being delivered in writing to the Executive Secretary Treasurer of the IBEW CCO.
 - C. The Committee will render a decision within forty-eight (48) hours thereafter.
 - D. Any party to the dispute may appeal the decision of the Committee to the IVP within seven (7) calendar days and the IVP shall render a decision within seven (7) calendar days.
4. Nothing in this process precludes access by any party to an adjudication of the dispute by the Ontario Labour Relations Board (OLRB) but the parties agree that they will first exhaust this process before making any application to the OLRB.

For the International Brotherhood of Electrical Workers, Construction Council of Ontario

John Grimshaw, President
John Pender, Executive Secretary Treasurer

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario

Peter Bryant, Chairman
Eryl Roberts, Executive Vice-President

LETTER OF UNDERSTANDING

February 20, 2013

The parties agree to hire a consultant economist to re-view existing travel clauses and make recommendation that are economically viable. The costs will be covered by the Joint Electrical Promotion Plan (JEPP).

For the International Brotherhood of Electrical Workers, Construction Council of Ontario

Steven Martin, Vice-President
IBEW Electrical Power Council of Ontario

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario

James A. Kellett, Chairman
ETBA Line Contractors Standing Committee

For the International Brotherhood of Electrical Workers, 1st District Council

Bruce McNamara
International Representative
IBEW 1st District Council

LETTER OF UNDERSTANDING

March 22, 2016

Safety Training

The ETBA and the IBEW/IBEW-CCO agree to the delivery of Working at Heights safety training as follows:

1. Each Local Union will provide Working at Heights training for all its active members. The training may be provided by the Local Union itself or may be subcontracted to another trainer.
2. Where the Local Union and the Local ECA agree, other training (such as WHMIS and Fall Arrest) may be provided where the cost of the training is agreed upon by the Local Union and Local ECA.
3. The Contractors will fully fund the cost of this training, which will include the cost of the training program, any necessary insurance, equipment and delivery costs, travel time and mileage for the member (if applicable), administrative costs. The cost will also include a per diem for each employee based on their regular full package straight time hourly rate for the number of hours spent in training.
4. The cost of the training will be established on a local by local basis as agreed by the Local Union and the Local ECA no later than April 30, 2016. The obligation set out in paragraph #1 will not apply until the full cost of the training is agreed upon by the Local Union and the Local ECA. No refusal to hire a member by a contractor because the member has not received Working at Heights training shall be considered reasonable until the cost of the training has been agreed upon by the Local Union and Local ECA.
5. For local areas who have a voucher system in place as part of their local Working at Heights agreement, whereby vouchers are provided to IBEW members when they complete the training, the following applies:
 - (a) Immediately upon completion of the Working at Heights training, the active member will receive a voucher for time spent in Working at Heights training that must be promptly submitted to his/her current employer (or next employer if unemployed) working in the jurisdiction of their home local who will pay him/her on their next regular pay period.
 - (b) Employer includes a non-resident contractor who is working in the jurisdiction of the home local.
6. Effective April 1, 2017, no member shall be dispatched without a current Working at Heights certification, valid Certificate of Qualification or Ap-

prenticeship Training Agreement, and Ontario College of Trades membership.

7. The ETBA with the cooperation of IBEW-CCO will establish a central database to record and track workers' Working at Heights safety training.
8. In the event that there is any dispute as to the full cost of the training or any other matter as to the implementation of this provision, the dispute may be referred to the ETJB for full and final determination.

LETTER OF UNDERSTANDING

March 22, 2016

Health & Safety Representatives

The following will apply on a project that is expected to last at least three months or more and the Contractor employs 20 or more IBEW members:

- A. The Business Manager reserves the right to appoint or remove a Health and Safety Representative on any project that is expected to last at least three months or more and the Contractor employs 20 or more IBEW members and the Business Manager will consider qualified workers employed on the project for this appointment. The Contractor shall be notified in writing when a Health and Safety Representative is appointed. The Health and Safety Representative will be responsible for his regularly assigned work on behalf of the Contractor.
- B. The Health and Safety Representative shall be allowed sufficient time to ensure that the provisions of section 14 of this Agreement are observed and will participate in accident investigations in accordance with the Occupational Health & Safety Act.
- C. No Health and Safety Representative shall be discriminated against by the Contractor because of the performance of his duties as a Health and Safety Representative.
- D. The Health and Safety Representative will not be laid off, unless with just cause, as long as the Contractor employs at least 20 IBEW members on the project.

LETTER OF UNDERSTANDING

March 22, 2016

Loaning/Subcontracting

Principle:

Subcontracts between employers bound to the Principal Agreement are prohibited if used for the purpose of loaning or transferring workers from one employer to another employer and bypassing the role of the hiring hall (e.g. avoiding either the need or consequences of a layoff).

Legitimate subcontracts are distinguished from 'loaning' as follows:

- Subcontracts have a specific/clearly defined scope of work for which the subcontractor is responsible.
- Subcontracts are supported by proper standard documentation including;
 - Liability insurance
 - WSIB clearance
 - Form 1000 (subcontract under a notice of project, if required)
 - Subcontracts must be in writing and at a minimum a purchase order detailing the above.
- Subcontracts require that the subcontractor has control and is the 'employer' of its workers appointing supervision as required and establishing clear communication protocols between himself and its on-site workers. The subcontractor will supply the basic tools for its employees as required.
- Supplying labour to perform an unspecified and unidentified amount of work, or the intermingling of employees from different employers performing the same work, will be interpreted as a 'loaning' of men and requires the business manager's approval.

LETTER OF UNDERSTANDING

March 22, 2016

Union Funds for mobile electricians and apprentice electricians

The parties agree that with respect to electricians and apprentice electricians, all remittances and contributions will be paid by the contractor to the local union where the work is being performed. If the contractor and local union business manager agree, pension and health and welfare contributions for mobile electricians and apprentice electricians may be remitted directly to the member's home local.

For the IBEW/IBEW-CCO

Mick Cataford
President

John Grimshaw
Executive Secretary-Treasurer

Bruce McNamara
International Representative

Independent Chair

Bernie Fishbein

For the ETBA of the ECAO

Dan Lancia
President

Jeff Koller
Executive Director

COMMUNICATIONS AGREEMENT

between

**THE ELECTRICAL TRADE BARGAINING AGENCY
OF THE ELECTRICAL CONTRACTORS
ASSOCIATION OF ONTARIO
and all other Signatories to this Agreement
(Hereinafter called the 'Contractor')**

And

**THE IBEW CONSTRUCTION COUNCIL OF ONTARIO
(Hereinafter called the 'Union')**

**Representing the following affiliated Local Unions,
105, 115, 120, 303, 353, 402, 530, 586,
773, 804 and 1687**

Expiry date: April 30, 2022

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SECTION 1 - INCLUSIONS

100

In addition to Sections 1 - 21 of the Provincial Section of the Principal Agreement and Local Union Appendices, unless otherwise noted, this Section of the Agreement applies to any Contractor whose business includes the performance of work as described in Section 2 herein in the Province of Ontario.

SECTION 2 - SCOPE

(COMPLEMENTS SECTION 200 OF THE PRINCIPAL AGREEMENT)

200

This Agreement covers all Employees of the Company engaged in the installation, maintenance, repair or service of all telephone interconnect and data systems including, but not restricted to, input data or voice lines, interface lines, acquisition lines, data reporting lines, local area networks, video distribution and related peripheral equipment for the above.

201

This Agreement does not cover work that properly comes under the work jurisdiction of IBEW members employed under the Provincial Section of the Principal Agreement.

Specifically the work not covered by this Agreement shall include but not be limited to the following:

The installations of all conduit, raceways, cable trays, and the pulling of all cables related to industrial process, building automated systems, fire and burglar alarms, and nurse call systems. The parties will give consideration to the above exclusions if the system is modified by changes in technology.

Electrical work not covered by the Agreement shall be covered by the terms and conditions of the Principal Agreement.

202

Should the Parties differ on the assignment of work as described above, the issue will be referred immediately to the Principals representing the ETBA and the IBEW/CCO.

If agreement cannot be reached the matter will be referred to the IBEW 1st District Vice President for final determination.

The work under dispute will continue to be performed by the Contractor until resolved as above. If the work under dispute is found to have been improperly assigned damages, if any, against the Contractor will be limited to the difference in wages between the Employees that performed the work and the Employees that should have performed the work.

SECTION 3 - CLASSIFICATIONS

300 EMPLOYEE CLASSIFICATIONS

- A. Communication Electrician
- B. Communication Technician (Network Cabling Specialist) Foreman
- C. Journeyman Technician (Network Cabling Specialist) Level 3
- D. Journeyman Technician (Network Cabling Specialist) Level 2
- E. Journeyman Technician (Network Cabling Specialist) Level 1
- F. Apprentice Communication Technician (Network Cabling Specialist) Level 2
- G. Apprentice Communication Technician (Network Cabling Specialist) Level 1
- H. Communication Cable Installer

Any classification of Employee may be required to perform the work of a lesser qualified worker provided that their wage rate is maintained.

301 CLASSIFICATION DEFINITIONS

A. Communication Electrician

A Communication Electrician shall have completed a Networking Cabling Specialist 631A (either through apprenticeship or certificate challenge) and be able to carry out work as defined within this trade. As well, they shall be a Journeyman Electrician 309A as defined under the Ontario College of Trades and Apprenticeship Act, 2009 (OCTAA) or any successor legislation. They may also design cabling layouts, configure voice-data-video systems in addition, Communication Electrician shall be capable of directing other Employees.

B. Communication Technician (Network Cabling Specialist) Foreman

Formerly known as Designated Senior Technician, the Communication Technician (Network Cabling Specialist) Foreman shall have completed a Network Cabling Specialist (either through apprenticeship or certificate challenge) and be able to carry out work as defined within this trade. They may also design cabling layouts, configure voice-data-video systems in addition, Communication Technician (Network Cabling Specialist) Foreman shall be capable of directing other Employees. Communication Technician (Network Cabling Specialist) Foreman must meet the classification requirements of a Journey-

man Technician (Network Cabling Specialist) Level 3 and may be reclassified as Journeyman Technician (Network Cabling Specialist) Level 3 if they are not required for supervision.

- C. **Journeyman Technician (Network Cabling Specialist) Level 3**
Journeyman Technician (Network Cabling Specialist) Level 3 shall have completed a Networking Cabling Specialist 631A (either through apprenticeship or certificate challenge) and be able to carry out work as defined within this trade. They are also required to maintain skills upgrading at a minimum of 40 hours per year. These training standards are to be decided by the Provincial Joint Communications Committee (PJCC) and a Committee comprised of IBEW and Contractor representatives that will meet at least once a year to ensure current training programs (either vendor certification or other communication training) are listed and available. An Employee that does not have current training as defined by the standard will be re-assigned to Journeyman Technician (Network Cabling Specialist) Level 2 classification.
- D. **Journeyman Technician (Network Cabling Specialist) Level 2**
Journeyman Technician (Network Cabling Specialist) Level 2 shall advance to Journeyman Technician (Network Cabling Specialist) Level 3 after completing two thousand (2000) hours of on-the-job training. They shall have completed a Network Cabling Specialist F (either through apprenticeship or certificate challenge) and be able to carry out work as defined within this trade. Journeyman Technician (Network Cabling Specialist) Level 2 must also have successfully completed a minimum of 40 hours of communication or vendor specific training as defined and approved by the ETJB .
- E. **Journeyman Technician (Network Cabling Specialist) Level 1**
Journeyman Technician (Network Cabling Specialist) Level 1 shall advance to Journeyman Technician (Network Cabling Specialist) Level 2 after completing two thousand (2000) hours of on-the-job training. Journeyman Technician (Network Cabling Specialist) Level 1 shall have completed the Network Cabling Specialist 631A either through apprenticeship or certificate challenge.
- F. **Apprentice Communication Technician (Network Cabling Specialist) Level 2**
All Apprentices shall be governed by the Ontario College of Trades and Apprenticeship Act, 2009 (OCTAA) or any successor legislation under the trade Network Cabling Specialist - 631A. Apprentice Communication Technician (Network Cabling Specialist) Level 2 shall be able to carry out the work of an Ap-

prentice Communication Technician (Network Cabling Specialist) Level 1. Apprentice Communication Technician (Network Cabling Specialist) Level 2 shall advance to Journeyman Technician (Network Cabling Specialist) Level 1 after completing two thousand (2000) hours of on-the-job training, successful completion of Level 2 Network Cabling Specialist trade school curriculum and passing the Network Cabling Specialist C of Q exam. The apprentice shall comply with the terms and conditions set by the applicable local Joint Apprenticeship Council.

- G. **Apprentice Communication Technician (Network Cabling Specialist) Level 1**
All apprentices shall be governed by the Ontario College of Trades and Apprenticeship Act, 2009 (OCTAA) or any successor legislation under the trade of Network Cabling Specialist – 631A. Apprentice Communication Technician (Network Cabling Specialist) Level 1 shall be able to carry out the work of a Communication Cable Installer as well as the termination of cables or the installations of associated equipment. Apprentice Communication Technician (Network Cabling Specialist) Level 1 shall advance to Apprenticeship Communication Technician (Network Cabling Specialist) Level 2 after completing two thousand (2000) hours of on-the-job training and successful completion of Level 1 Network Cabling Specialist trade school curriculum. The apprentice shall comply with the terms and conditions set by the applicable local Joint Apprenticeship Council.
- H. **Communication Cable Installer**
An Employee whose duties shall consist of installation of communication cables as defined in Section 2. This does not include the termination of cables or the installations of associated equipment. Effective May 1, 2018 Communication Cable Installers shall be offered a position as an Apprentice Communication Technician (Network Cabling Specialist) Level 1 after completing two thousand (2000) hours of on-the-job training. Communication Cable Installers not offered a position as an Apprentice Communication Technician (Network Cabling Specialist) Level 1 shall no longer be cleared for work.

302 TRANSFERS

Any classification of electrical worker may be assigned to Communications work by the Employer provided the worker does not suffer a reduction in pay as a result. Any unemployed member on the "out of work" list may elect to accept employment in any classification of Communications work for which they are qualified at the prevailing rate for that classification.

SECTION 4 - EMPLOYEE RATIOS

400 EMPLOYEE RATIOS AND SUPERVISION

Each Employer operating under this Section of the Collective Agreement shall employ at least one (1) Communication Electrician or Communication Technician (Network Cabling Specialist) Foreman.

For each Communication Electrician and/or Communication Technician (Network Cabling Specialist) Foreman employed the Employer is permitted to employ up to five (5) employees at a lower classification. This shall be a shop ratio.

On all jobs requiring five (5) or more employees' one member shall be a Communication Technician (Network Cabling Specialist) Foreman. A Communication Technician (Network Cabling Specialist) Foreman shall not supervise more than twenty (20) employees on any one job.

SECTION 5 - HIRING AND LAYOFF PROCEDURE

500

All hiring shall be done in accordance with Section 7 of the Principal Agreement. In addition to the provisions in Section 7, each Local Union shall establish a separate "available for work" list for each discrete classification of communications worker. In the event that workers are not available in the required classification and the Local Union is not able to supply suitable workers within three (3) working days, then an Employer shall be permitted to bring in his own crews under Clause 705 or to recruit workers into the classification. Such workers shall be considered probationary for a period of six (6) months from the date of hire, after which time the Union will accept a letter from the Employer recommending the worker for membership. The employment priority rights under Clause 704 in the Principal Agreement shall only apply within each classification.

501

For purposes of clarity, mobility rights shall be as per Section 7 of the Provincial Section of the Principal Agreement. In addition, when Contractors obtain work outside of their home areas they may bring in their own crews to perform the following work:

- A. Short duration, multi-location work for a chain-store type client throughout the Province.
- B. Supervision, specialty skills, commissioning, verification and certification work at any time during the course of a construction project. Specialty skills include, but are not limited to mean, manufacturer's specific training.

SECTION 6 - HOURS OF WORK

600 HOURS OF WORK, OVERTIME, AND SHIFTS

As per Section 8 of the Principal Agreement except for work performed under occupied premises conditions – see Section 7, below.

601 WORK BREAKS

Employees shall have a paid fifteen (15) minute rest period at mid morning and a paid fifteen (15) minute rest period at mid afternoon. These rest periods shall apply to all overtime and shift work.

SECTION 7 - MOVES, ADDS, CHANGES AND WORK IN OCCUPIED PREMISES

700 DEFINITIONS OF OCCUPIED PREMISES AND MAC WORK

Occupied premises are buildings or spaces inhabited or occupied by existing residents, renters, tenants or occupants.

MAC work is moves, adds and changes performed on an existing system.

701 INCIDENTAL PATHWAYS

Employees performing work under this Section of the Communications Agreement shall be allowed to install small-sized conduits ($\frac{1}{2}$ " & $\frac{3}{4}$ ") up to ten (10) feet, or equivalent, for communications drops from the horizontal pathways as well as incidental pathways required in communications rooms.

702 HOURS OF WORK

The regular hours of work shall be forty (40) hours per week. The normal work day shall be eight (8) consecutive hours of work between 8:00 a.m. and 4:30 p.m. exclusive of a one half ($\frac{1}{2}$) hour lunch period. The above hours may be worked equally over any four (4) consecutive days, Monday to Friday inclusive. The start time may be varied between 7:00 a.m. and 9:30 a.m. with twenty-four (24) hours prior notice being given to the Employee.

703 OVERTIME

If the work week is compressed to four (4) days, work performed on the 5th work day excluding Saturdays, Sundays and Statutory Holidays will be paid at time and one half ($1\frac{1}{2}$) for the first eight (8) hours of work and double (2) time for any hours worked in excess of eight (8) hours.

All hours worked in excess of the regular hours shall be paid as follows:

Monday through Friday

Time and one half ($1\frac{1}{2}$) the applicable wage rate for the first two (2) hours and double (2) time thereafter.

Saturday

Time and one half (1½) the applicable wage rate for the first eight (8) hours and double (2) time thereafter.

Sunday and Statutory Holidays

Double (2) time the applicable wage rate for all hours worked.

704 SHIFTS

For work under this section, shifts shall be as follows:

- Monday to Friday coverage.
- Minimum of three (3) consecutive days.
- Shift premium of \$2.00 per hour for all classifications.

705 MOBILITY

Under this Section, should the Contractor obtain work under this Section outside of his home area he shall be permitted to bring in his own crews and hire any additional Employees through the Local Union. The above is subject to the following conditions:

- A. The Employer shall notify the appropriate Local Union Business Manager upon entering and leaving the Local Union jurisdiction.
- B. The Employer will pay working dues to the Local Union as described in the Local Union Appendices.

SECTION 8 - WAGES

800

Wages and benefits for communication workers shall be as per the attached spreadsheets.

Communication Electrician

As per the Provincial Section of the Principal Agreement and the Local Union Appendices.

Communication Technician (Network Cabling Specialist) Foreman (formerly Designated Senior Technician)

As per Journeyman Electrician.

Journeyman Technician (Network Cabling Specialist) Level 3 (formerly Communication Technician Level 3)

See attached spreadsheets

Journeyman Technician (Network Cabling Specialist) Level 2 (formerly Communication Technician Level 2)

See attached spreadsheets

Journeyman Technician (Network Cabling Specialist) Level 1 (formerly Communication Technician Level 1)

See attached spreadsheets

Apprentice Communication Technician (Network Cabling Specialist) Level 2

95% of Journeyman Technician (Network Cabling Specialist) Level 1

Apprentice Communication Technician (Network Cabling Specialist)

Level 1

90% of Journeyman Technician (Network Cabling Specialist) Level 1

Communication Cable Installer

85% of Journeyman Technician (Network Cabling Specialist) Level 1

801 CONTRIBUTIONS AND AUTHORIZED DEDUCTIONS TRAVEL AND SUBSISTENCE ALLOWANCES

- A. Contributions (including contributions to the Ontario Electrical Industry Training Trust Fund), remittances and authorized deductions for communications workers in each Local Union will be made to each Local Union Fund Administrator in the same way and within the same timeframe as these are made for other employees in each Local Union consistent with Sections 1000 and 907 of the Provincial Section of the Principal Agreement and consistent with each Local Union Appendix. Penalty provisions in the Local Union Appendices for delinquencies will apply in respect of contributions, remittances, and authorized deductions for communications workers.
- B. The area ECA Industry Fund contributions shall be distributed to the applicable ECA.
- C. The contributions, remittances and authorized deductions for communications workers in each Local are set out in the spreadsheets under Sections 800 of this Agreement pertaining to each Local Union.
- D. For clarity, the following will apply in the jurisdiction of IBEW Local 353:

- 1. Each Employer shall pay the Contributions and Authorized Deductions monthly to the Local 353 Trust Administrator on or before the twentieth (20th) day of the month following the month in which the hours were earned. The Contributions and Authorized Deductions are agreed to under the Local 353 Communication Wages and Fringe Benefits spreadsheet. Late Payments are subject to an interest charge of \$0.08 for each hundred dollars outstanding for each day after the due date (29.2% per annum). In the event the Employer fails to remit the required payments by the thirtieth (30th) day of the month, a grievance shall be filed requiring payments of all Contributions and Authorized Deductions due, as well as interest, retroactive to the twenty-first (21st) day of the month in accordance with the time limits prescribed in Clause 1309 of the Provincial Section of Principal Agreement.
- 2. Contributions and Authorized Deductions are to be reported on one form but the amounts are to be shown separately. The

forms shall be supplied by the Administrator.

3. Upon receipt of the Contributions and Authorized Deductions, the Administrator shall separate the monies and distribute them on the thirtieth (30th) day of the month in which they are received. Distributions shall be as follows:
 - (i) The Local Union dues shall be distributed to Local 353.
 - (ii) Ontario Electrical Industry Training Trust Fund (OEITTF) contributions shall be distributed to the Ontario Electrical Industry Training Trust Fund.
 - (iii) IBEW Construction Council of Ontario (IBEW CCO) dues shall be distributed to the IBEW Construction Council of Ontario.
 - (iv) Health and Welfare contributions shall be used to provide and purchase the welfare benefits for the Employees and their families.
 - (v) RRSP contributions shall be distributed to the applicable Communications Workers' RRSP account administered by the Local 353 Trust Administrator.
 - (vi) ECA Industry Fund contributions shall be distributed to the Greater Toronto Electrical Contractors Association.
 - (vii) Any other Contributions and Authorized Deductions not identified herein but agreed to in the Local 353 spreadsheet shall be distributed in accordance with the terms of the Local 353 spreadsheet.

SECTION 9 - TRAVEL AND SUBSISTENCE ALLOWANCES

900

Travel allowances to and from work sites where the Employee is expected to return home daily shall be paid per the Principal Agreement.

901

Where an Employee is required to travel to distant work sites away from the Employee's normal place of hire and where the Employee would not normally be expected to return home daily, the following provisions shall apply:

Time spent travelling to the distant work site will be paid at the straight time rate of pay for the initial and return trip to the distant work site. For Employees who use their own vehicles, they will be compensated for mileage at the applicable mileage rate per kilometre as contained in the Principal Agreement.

For Employees who use the Employer's vehicle there will be no mileage reimbursement.

Where an Employee both travels and works in any one (1) day totalling ten (10) hours, compensation shall be paid for the Employee's total time and the Employee will not be expected to return home that day.

No Employee shall be required to travel more than eight (8) hours in one (1) day.

Where an Employee is required to incur room, board and subsistence expenses on behalf of the Employer he/she shall be reimbursed for all vouchered expenses.

SECTION 10 - TOOLS

1000

All Communication Electricians and Communication Technician (Network Cabling Specialist) Foreman are required to have the following tools:

- 1 Knife
- 1 pr. Scissors
- 6 Screwdrivers, Robertson and Standard Types
- 1 pr. Pliers - diagonals
- 1 pr. Pliers - 8" Sidecutters
- 1 pr. Slip joint pliers
- 1 Drywall saw
- 1 Hammer
- 1 Measuring tape
- 1 Level
- 1 Tool pouch and belt
- 1 Tool box

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 105 – HAMILTON**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 105 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.78	3.48	7.80	\$ 46.06	\$ 0.90	\$ 46.96
	May 1, 2020	\$ 35.59	3.56	7.90	\$ 47.05	\$ 0.90	\$ 47.95
	May 1, 2021	\$ 36.41	3.64	7.99	\$ 48.04	\$ 0.90	\$ 48.94
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.00	2.80	7.12	\$ 37.92	\$ 0.90	\$ 38.82
	May 1, 2020	\$ 28.66	2.87	7.20	\$ 38.73	\$ 0.90	\$ 39.63
	May 1, 2021	\$ 29.33	2.93	7.28	\$ 39.54	\$ 0.90	\$ 40.44
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 22.90	2.30	6.61	\$ 31.81	\$ 0.90	\$ 32.71
	May 1, 2020	\$ 23.46	2.35	6.68	\$ 32.49	\$ 0.90	\$ 33.39
	May 1, 2021	\$ 24.02	2.40	6.75	\$ 33.17	\$ 0.90	\$ 34.07
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.59	2.16	6.47	\$ 30.22	\$ 0.90	\$ 31.12
	May 1, 2020	\$ 22.10	2.22	6.55	\$ 30.87	\$ 0.90	\$ 31.77
	May 1, 2021	\$ 22.63	2.27	6.61	\$ 31.51	\$ 0.90	\$ 32.41
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.26	2.03	6.34	\$ 28.63	\$ 0.90	\$ 29.53
	May 1, 2020	\$ 20.75	2.08	6.41	\$ 29.24	\$ 0.90	\$ 30.14
	May 1, 2021	\$ 21.25	2.13	6.47	\$ 29.85	\$ 0.90	\$ 30.75
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 18.93	1.90	6.21	\$ 27.04	\$ 0.90	\$ 27.94
	May 1, 2020	\$ 19.40	1.94	6.28	\$ 27.62	\$ 0.90	\$ 28.52
	May 1, 2021	\$ 19.87	1.98	6.34	\$ 28.19	\$ 0.90	\$ 29.09

Breakdown of Union Funds:

May 1, 2019: Union Dues - \$1.02, OEITTF - \$0.05, CCO - \$0.20,
Health & Welfare - \$3.05, RRSP - 10% of Base Rate
May 1, 2020: Same as May 1, 2019 except, Union Dues - \$1.04
May 1, 2021: Same as May 1, 2019 except, Union Dues - \$1.05

Breakdown of ECA Fund:

May 1, 2019: JEPP - \$0.10 (13% HST to be included with remittance),
Education Fund - \$0.22, Bill 162 Fund - \$0.03,
Association Fund - \$0.45 (subject to HST)
ECAO Fund - \$0.10 (subject to HST)

- NOTE:**
1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
 2. Union Funds to be sent to:

Hamilton Electrical Administration Funds
370 York Blvd., Suite 102
Hamilton, ON L8R 3L1

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 115 - QUINTE - ST. LAWRENCE**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 115 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.66	3.46	7.94	\$ 46.06	\$ 0.66	\$ 46.72
	May 1, 2020	\$ 35.48	3.55	8.02	\$ 47.05	\$ 0.66	\$ 47.71
	May 1, 2021	\$ 36.31	3.63	8.10	\$ 48.04	\$ 0.66	\$ 48.70
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 27.88	2.78	7.26	\$ 37.92	\$ 0.66	\$ 38.58
	May 1, 2020	\$ 28.55	2.85	7.33	\$ 38.73	\$ 0.66	\$ 39.39
	May 1, 2021	\$ 29.23	2.92	7.39	\$ 39.54	\$ 0.66	\$ 40.20
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 22.78	2.28	6.75	\$ 31.81	\$ 0.66	\$ 32.47
	May 1, 2020	\$ 23.35	2.33	6.81	\$ 32.49	\$ 0.66	\$ 33.15
	May 1, 2021	\$ 23.92	2.39	6.86	\$ 33.17	\$ 0.66	\$ 33.83
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.46	2.14	6.62	\$ 30.22	\$ 0.66	\$ 30.88
	May 1, 2020	\$ 22.00	2.20	6.67	\$ 30.87	\$ 0.66	\$ 31.53
	May 1, 2021	\$ 22.54	2.25	6.72	\$ 31.51	\$ 0.66	\$ 32.17
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.14	2.01	6.48	\$ 28.63	\$ 0.66	\$ 29.29
	May 1, 2020	\$ 20.65	2.06	6.53	\$ 29.24	\$ 0.66	\$ 29.90
	May 1, 2021	\$ 21.15	2.11	6.59	\$ 29.85	\$ 0.66	\$ 30.51
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 18.81	1.88	6.35	\$ 27.04	\$ 0.66	\$ 27.70
	May 1, 2020	\$ 19.29	1.93	6.40	\$ 27.62	\$ 0.66	\$ 28.28
	May 1, 2021	\$ 19.73	1.97	6.49	\$ 28.19	\$ 0.66	\$ 28.85

Breakdown of Union Funds:

May 1, 2019: Union Dues (Admin. Fee) - \$0.97, OEITTF - \$0.05, CCO - \$0.20, Health & Welfare - \$3.25, RRSP - 10% of Base Rate
 May 1, 2020: Same as May 1, 2019 except: Union Dues (Admin. Fee) - \$ 0.99 and Health & Welfare - \$3.65
 May 1, 2021: Same as May 1, 2019 except: Union Dues (Admin. Fee) - \$ 1.01

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

2. Union Funds to be sent to:

QSLEW (Quinte St Lawrence Electrical Workers) Trust Fund
 40 Binnington Court
 Kingston, ON K7M 8S3

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 120 - LONDON**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 120 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.68	3.46	7.92	\$ 46.06	\$ 0.25	\$ 46.31
	May 1, 2020	\$ 35.50	3.55	8.00	\$ 47.05	\$ 0.25	\$ 47.30
	May 1, 2021	\$ 36.33	3.63	8.08	\$ 48.04	\$ 0.25	\$ 48.29
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.10	2.81	7.01	\$ 37.92	\$ 0.25	\$ 38.17
	May 1, 2020	\$ 28.78	2.87	7.08	\$ 38.73	\$ 0.25	\$ 38.98
	May 1, 2021	\$ 29.45	2.94	7.15	\$ 39.54	\$ 0.25	\$ 39.79
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.13	2.32	6.36	\$ 31.81	\$ 0.25	\$ 32.06
	May 1, 2020	\$ 23.70	2.37	6.42	\$ 32.49	\$ 0.25	\$ 32.74
	May 1, 2021	\$ 24.27	2.42	6.48	\$ 33.17	\$ 0.25	\$ 33.42
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.89	2.19	6.14	\$ 30.22	\$ 0.25	\$ 30.47
	May 1, 2020	\$ 22.43	2.25	6.19	\$ 30.87	\$ 0.25	\$ 31.12
	May 1, 2021	\$ 22.97	2.29	6.25	\$ 31.51	\$ 0.25	\$ 31.76
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.65	2.06	5.92	\$ 28.63	\$ 0.25	\$ 28.88
	May 1, 2020	\$ 21.16	2.11	5.97	\$ 29.24	\$ 0.25	\$ 29.49
	May 1, 2021	\$ 21.67	2.16	6.02	\$ 29.85	\$ 0.25	\$ 30.10
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.41	1.94	5.69	\$ 27.04	\$ 0.25	\$ 27.29
	May 1, 2020	\$ 19.89	1.99	5.74	\$ 27.62	\$ 0.25	\$ 27.87
	May 1, 2021	\$ 20.37	2.03	5.79	\$ 28.19	\$ 0.25	\$ 28.44

Breakdown of Union Funds:

May 1, 2019: Education Fund - \$0.15, Retired & Disabled Members Fund - \$0.04, Stabilization Fund (see below), Recreation Fund - \$0.07, JEPP - \$0.10 (13% HST to be included with remittance), OEITTF - \$0.05, CCO - \$0.20, Health & Welfare - \$2.55, Political Action Fund - \$0.04, Building Fund - \$0.25, RRSP - 10% Base Rate

May 1, 2020: Same as May 1, 2019

May 1, 2021: Same as May 1, 2019

Prorated Stabilization Funds:	Journeyman Tech. (NCS) Level 3	\$1.00
	Journeyman Tech. (NCS) Level 2	\$0.75
	Journeyman Tech. (NCS) Level 1	\$0.60
	Appr. Comm. Tech. (NCS) Level 2	\$0.50
	Appr. Comm. Tech. (NCS) Level 1	\$0.40
	Communication Cable Installer	\$0.30

Note: Working Dues Deduction 1.25% of Gross Wages including the 10% Vacation Pay

Breakdown of ECA Funds:

May 1, 2019: Association Fund - \$0.24
Bill 158 Fund - \$0.01

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period **May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**

- Working Dues Deduction 1.25% of Gross Wages including the 10% Vacation Pay
- Union Funds to be sent to :

IBEW Local 120
6688 Tempo Road, P.O. Box 324, Lambeth Stn
London, ON N6P 1P9
Any questions call IBEW Local 120: 519-652-2929

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 303 - NIAGARA PENINSULA**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 303 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 33.96	3.40	8.70	\$ 46.06	\$ 0.51	\$ 46.57
	May 1, 2020	\$ 34.79	3.48	8.78	\$ 47.05	\$ 0.53	\$ 47.58
	May 1, 2021	\$ 35.62	3.56	8.86	\$ 48.04	\$ 0.55	\$ 48.59
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 27.18	2.72	8.02	\$ 37.92	\$ 0.51	\$ 38.43
	May 1, 2020	\$ 27.85	2.79	8.09	\$ 38.73	\$ 0.53	\$ 39.26
	May 1, 2021	\$ 28.54	2.85	8.15	\$ 39.54	\$ 0.55	\$ 40.09
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 22.09	2.21	7.51	\$ 31.81	\$ 0.51	\$ 32.32
	May 1, 2020	\$ 22.65	2.27	7.57	\$ 32.49	\$ 0.53	\$ 33.02
	May 1, 2021	\$ 23.23	2.32	7.62	\$ 33.17	\$ 0.55	\$ 33.72
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.76	2.08	7.38	\$ 30.22	\$ 0.51	\$ 30.73
	May 1, 2020	\$ 21.31	2.13	7.43	\$ 30.87	\$ 0.53	\$ 31.40
	May 1, 2021	\$ 21.84	2.19	7.48	\$ 31.51	\$ 0.55	\$ 32.06
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.44	1.95	7.24	\$ 28.63	\$ 0.51	\$ 29.14
	May 1, 2020	\$ 19.95	1.99	7.30	\$ 29.24	\$ 0.53	\$ 29.77
	May 1, 2021	\$ 20.45	2.05	7.35	\$ 29.85	\$ 0.55	\$ 30.40
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 18.12	1.81	7.11	\$ 27.04	\$ 0.51	\$ 27.55
	May 1, 2020	\$ 18.60	1.86	7.16	\$ 27.62	\$ 0.53	\$ 28.15
	May 1, 2021	\$ 19.08	1.91	7.20	\$ 28.19	\$ 0.55	\$ 28.74

Breakdown of Union Funds:

May 1, 2019: Union Dues - \$1.40, OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance), Health & Welfare - \$3.55, RRSP - 10% of Base Rate
 May 1, 2020: Same as May 1, 2019
 May 1, 2021: Same as May 1, 2019

Breakdown of ECA Funds:

May 1, 2019: ECA Fund - \$ 0.32, Bill 162 Fund - \$ 0.03, OCS Fund - \$ 0.01, Education Fund - \$ 0.15
 May 1, 2020: Same as May 1, 2019; except Education Fund - \$ 0.17
 May 1, 2021: Same as May 1, 2019; except Education Fund - \$ 0.19

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

2. Union Funds to be sent to:

Union Benefits Plan Services
 151 Frobisher Drive, Suite 220
 Waterloo, Ontario
 N2V 2C9

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 353 – TORONTO**

For Communication Electricians and Communication Technician NCS (Network Cabling Specialist) Foreman, refer to Section 22 - Local Appendix L.U. 353 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	RRSP	Pension	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.84	3.48	4.26	1.04	2.44	\$ 46.06	\$ 0.40	\$ 46.46
	May 1, 2020	\$ 35.65	3.57	4.26	1.07	2.50	\$ 47.05	\$ 0.40	\$ 47.45
	May 1, 2021	\$ 36.49	3.65	4.26	1.09	2.55	\$ 48.04	\$ 0.40	\$ 48.44
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.05	2.81	4.26	0.84	1.96	\$ 37.92	\$ 0.40	\$ 38.32
	May 1, 2020	\$ 28.73	2.87	4.26	0.86	2.01	\$ 38.73	\$ 0.40	\$ 39.13
	May 1, 2021	\$ 29.40	2.94	4.26	0.88	2.06	\$ 39.54	\$ 0.40	\$ 39.94
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 22.95	2.30	4.26	0.69	1.61	\$ 31.81	\$ 0.40	\$ 32.21
	May 1, 2020	\$ 23.52	2.35	4.26	0.71	1.65	\$ 32.49	\$ 0.40	\$ 32.89
	May 1, 2021	\$ 24.09	2.41	4.26	0.72	1.69	\$ 33.17	\$ 0.40	\$ 33.57
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.64	2.16	4.26	0.65	1.51	\$ 30.22	\$ 0.40	\$ 30.62
	May 1, 2020	\$ 22.17	2.22	4.26	0.67	1.55	\$ 30.87	\$ 0.40	\$ 31.27
	May 1, 2021	\$ 22.71	2.27	4.26	0.68	1.59	\$ 31.51	\$ 0.40	\$ 31.91
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.31	2.03	4.26	0.61	1.42	\$ 28.63	\$ 0.40	\$ 29.03
	May 1, 2020	\$ 20.82	2.08	4.26	0.62	1.46	\$ 29.24	\$ 0.40	\$ 29.64
	May 1, 2021	\$ 21.33	2.13	4.26	0.64	1.49	\$ 29.85	\$ 0.40	\$ 30.25
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 18.98	1.90	4.26	0.57	1.33	\$ 27.04	\$ 0.40	\$ 27.44
	May 1, 2020	\$ 19.47	1.95	4.26	0.58	1.36	\$ 27.62	\$ 0.40	\$ 28.02
	May 1, 2021	\$ 19.94	1.99	4.26	0.60	1.40	\$ 28.19	\$ 0.40	\$ 28.59

* Vacation Pay & Statutory Holiday Pay is 10% of Base Rate, RRSP is 3% of Base Rate, Pension is 7% of Base Rate.

Breakdown of Union Funds:

May 1, 2019: Union Dues - \$0.24, OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance), Health & Welfare - \$3.25, Market Recovery -\$0.15, SUB Fund - \$0.27
 May 1, 2020:
 May 1, 2021:

Breakdown of ECA Funds:

May 1, 2019: Association Fund - \$ 0.39
 Bill 158 Fund - \$ 0.01
 May 1, 2020: Same as May 1, 2019
 May 1, 2021: Same as May 1, 2019

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

Remittances to be sent to:

IBEW Local 353 Trust Funds
 110 Sheppard Ave. East
 Suite 705
 Toronto, ON M2N 6Y8
 416-637-6789

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 402 - THUNDER BAY**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 402 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 36.18	3.61	6.27	\$ 46.06	\$ 0.71	\$ 46.77
	May 1, 2020	\$ 37.00	3.70	6.35	\$ 47.05	\$ 0.71	\$ 47.76
	May 1, 2021	\$ 37.83	3.78	6.43	\$ 48.04	\$ 0.71	\$ 48.75
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 29.39	2.94	5.59	\$ 37.92	\$ 0.71	\$ 38.63
	May 1, 2020	\$ 30.07	3.00	5.66	\$ 38.73	\$ 0.71	\$ 39.44
	May 1, 2021	\$ 30.74	3.08	5.72	\$ 39.54	\$ 0.71	\$ 40.25
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 24.30	2.43	5.08	\$ 31.81	\$ 0.71	\$ 32.52
	May 1, 2020	\$ 24.87	2.48	5.14	\$ 32.49	\$ 0.71	\$ 33.20
	May 1, 2021	\$ 25.43	2.55	5.19	\$ 33.17	\$ 0.71	\$ 33.88
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 22.98	2.29	4.95	\$ 30.22	\$ 0.71	\$ 30.93
	May 1, 2020	\$ 23.52	2.35	5.00	\$ 30.87	\$ 0.71	\$ 31.58
	May 1, 2021	\$ 24.05	2.40	5.06	\$ 31.51	\$ 0.71	\$ 32.22
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.65	2.16	4.82	\$ 28.63	\$ 0.71	\$ 29.34
	May 1, 2020	\$ 22.16	2.21	4.87	\$ 29.24	\$ 0.71	\$ 29.95
	May 1, 2021	\$ 22.67	2.26	4.92	\$ 29.85	\$ 0.71	\$ 30.56
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.33	2.03	4.68	\$ 27.04	\$ 0.71	\$ 27.75
	May 1, 2020	\$ 20.81	2.08	4.73	\$ 27.62	\$ 0.71	\$ 28.33
	May 1, 2021	\$ 21.28	2.13	4.78	\$ 28.19	\$ 0.71	\$ 28.90

Breakdown of Union Funds:

May 1, 2019: OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance),
Health & Welfare - \$2.30, RRSP - 10% of Base Rate
May 1, 2020: Same as May 1, 2019
May 1, 2021: Same as May 1, 2019

- NOTE:**
1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
 2. A Union Dues check-off of \$ 27.70 (BA Members), \$ 46.70 (A Members), is to be deducted from wages in the second pay period of each month.
 3. Work Assessment in the amount of two (2%) of gross wages including vacation pay, is to be deducted weekly from each employee performing work under the term of this Collective Agreement.
 4. Union Funds to be sent to:

Union Benefits Plan Services 151 Frobisher Drive, Suite 220 Waterloo, Ontario N2V 2C9	Health and Welfare to be sent to: Administrator of Union Funds 910 Colbalt Crescent Thunder Bay, Ontario P7B 5W3
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**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 530 - SARNIA**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 530 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 35.30	3.53	7.23	\$ 46.06	\$0.57	\$ 46.63
	May 1, 2020	\$ 36.10	3.61	7.34	\$ 47.05	\$0.57	\$ 47.62
	May 1, 2021	\$ 36.90	3.69	7.45	\$ 48.04	\$0.57	\$ 48.61
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.52	2.85	6.55	\$ 37.92	\$0.57	\$ 38.49
	May 1, 2020	\$ 29.16	2.92	6.65	\$ 38.73	\$0.57	\$ 39.30
	May 1, 2021	\$ 29.82	2.98	6.74	\$ 39.54	\$0.57	\$ 40.11
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.43	2.34	6.04	\$ 31.81	\$0.57	\$ 32.38
	May 1, 2020	\$ 23.96	2.40	6.13	\$ 32.49	\$0.57	\$ 33.06
	May 1, 2021	\$ 24.51	2.45	6.21	\$ 33.17	\$0.57	\$ 33.74
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 22.10	2.21	5.91	\$ 30.22	\$0.57	\$ 30.79
	May 1, 2020	\$ 22.62	2.26	5.99	\$ 30.87	\$0.57	\$ 31.44
	May 1, 2021	\$ 23.13	2.31	6.07	\$ 31.51	\$0.57	\$ 32.08
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.77	2.08	5.78	\$ 28.63	\$0.57	\$ 29.20
	May 1, 2020	\$ 21.25	2.13	5.86	\$ 29.24	\$0.57	\$ 29.81
	May 1, 2021	\$ 21.75	2.17	5.93	\$ 29.85	\$0.57	\$ 30.42
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.44	1.95	5.65	\$ 27.04	\$0.57	\$ 27.61
	May 1, 2020	\$ 19.91	1.99	5.72	\$ 27.62	\$0.57	\$ 28.19
	May 1, 2021	\$ 20.36	2.04	5.79	\$ 28.19	\$0.57	\$ 28.76

Breakdown of Union Funds:

May 1, 2019: Union Dues - \$0.50, OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance), Health & Welfare - \$2.85, RRSP - 10% of Base Rate
 May 1, 2020: Same as May 1, 2019 except Health & Welfare - \$ 2.88
 May 1, 2021: Same as May 1, 2019 except Health & Welfare - \$ 2.91

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

2. Union Funds should be sent to:

IBEW Local 530
128 Kendall Street
Point Edward, Ontario
N7V 4G5

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 586 - OTTAWA**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 586 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 35.00	3.50	7.56	\$ 46.06	\$ 0.49	\$ 46.55
	May 1, 2020	\$ 35.81	3.58	7.66	\$ 47.05	\$ 0.49	\$ 47.54
	May 1, 2021	\$ 36.62	3.66	7.76	\$ 48.04	\$ 0.49	\$ 48.53
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.22	2.82	6.88	\$ 37.92	\$ 0.49	\$ 38.41
	May 1, 2020	\$ 28.87	2.89	6.97	\$ 38.73	\$ 0.49	\$ 39.22
	May 1, 2021	\$ 29.53	2.96	7.05	\$ 39.54	\$ 0.49	\$ 40.03
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.13	2.31	6.37	\$ 31.81	\$ 0.49	\$ 32.30
	May 1, 2020	\$ 23.68	2.37	6.44	\$ 32.49	\$ 0.49	\$ 32.98
	May 1, 2021	\$ 24.22	2.43	6.52	\$ 33.17	\$ 0.49	\$ 33.66
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.80	2.18	6.24	\$ 30.22	\$ 0.49	\$ 30.71
	May 1, 2020	\$ 22.33	2.23	6.31	\$ 30.87	\$ 0.49	\$ 31.36
	May 1, 2021	\$ 22.84	2.29	6.38	\$ 31.51	\$ 0.49	\$ 32.00
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.48	2.05	6.10	\$ 28.63	\$ 0.49	\$ 29.12
	May 1, 2020	\$ 20.97	2.10	6.17	\$ 29.24	\$ 0.49	\$ 29.73
	May 1, 2021	\$ 21.46	2.15	6.24	\$ 29.85	\$ 0.49	\$ 30.34
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.15	1.92	5.97	\$ 27.04	\$ 0.49	\$ 27.53
	May 1, 2020	\$ 19.62	1.96	6.04	\$ 27.62	\$ 0.49	\$ 28.11
	May 1, 2021	\$ 20.08	2.01	6.10	\$ 28.19	\$ 0.49	\$ 28.68

Breakdown of Union Funds:

May 1, 2019: Union Dues - \$0.71, OEITTF - \$0.05,
CCO - \$0.20, JEPP - \$0.10 (include 13% HST with remittance),
Health and Welfare - \$2.00, RRSP - 10% of Base Rate, Stab - \$1.00

May 1, 2020: Same as May 1, 2019 except, Union Dues - \$0.73

May 1, 2021: Same as May 1, 2019 except, Union Dues - \$0.75

Breakdown of ECA Funds:

May 1, 2019: ECA Fund - \$0.21, Education - \$0.05, LAC - \$0.04, Bill 158 - \$0.01, Bill 162 - \$0.03, Safety Training - \$ 0.13

May 1, 2020: Same as May 1, 2019

May 1, 2021: Same as May 1, 2019

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

Payments to be made to: Coughlin & Associates Ltd.
333 Preston, Suite 200
P.O. Box 3517, Station C
Ottawa, Ontario K1Y 4H5
Tel: 1-888-613-1234

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 773 - WINDSOR**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 773 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.98	3.49	7.59	\$ 46.06	\$ 0.40	\$ 46.46
	May 1, 2020	\$ 35.78	3.58	7.69	\$ 47.05	\$ 0.40	\$ 47.45
	May 1, 2021	\$ 36.60	3.66	7.78	\$ 48.04	\$ 0.40	\$ 48.44
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.29	2.83	6.80	\$ 37.92	\$ 0.40	\$ 38.32
	May 1, 2020	\$ 28.96	2.89	6.88	\$ 38.73	\$ 0.40	\$ 39.13
	May 1, 2021	\$ 29.63	2.96	6.95	\$ 39.54	\$ 0.40	\$ 39.94
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.28	2.32	6.21	\$ 31.81	\$ 0.40	\$ 32.21
	May 1, 2020	\$ 23.83	2.39	6.27	\$ 32.49	\$ 0.40	\$ 32.89
	May 1, 2021	\$ 24.39	2.44	6.34	\$ 33.17	\$ 0.40	\$ 33.57
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.98	2.19	6.05	\$ 30.22	\$ 0.40	\$ 30.62
	May 1, 2020	\$ 22.51	2.25	6.11	\$ 30.87	\$ 0.40	\$ 31.27
	May 1, 2021	\$ 23.03	2.31	6.17	\$ 31.51	\$ 0.40	\$ 31.91
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.67	2.06	5.90	\$ 28.63	\$ 0.40	\$ 29.03
	May 1, 2020	\$ 21.17	2.11	5.96	\$ 29.24	\$ 0.40	\$ 29.64
	May 1, 2021	\$ 21.67	2.16	6.02	\$ 29.85	\$ 0.40	\$ 30.25
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.36	1.93	5.75	\$ 27.04	\$ 0.40	\$ 27.44
	May 1, 2020	\$ 19.84	1.99	5.79	\$ 27.62	\$ 0.40	\$ 28.02
	May 1, 2021	\$ 20.31	2.03	5.85	\$ 28.19	\$ 0.40	\$ 28.59

Breakdown of Union Funds:

May 1, 2019: Union Dues - 1.5% of Wage Package, OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance), Health & Welfare - \$3.05
RRSP - 10% of Base Rate
May 1, 2020: Same as May 1, 2019
May 1, 2021: Same as May 1, 2019

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

2. Union Funds should be sent to:

IBEW Local 773
4050 North Service Road East
Windsor, Ontario
N8W 5X2

**800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 804 - CENTRAL ONTARIO**

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 804 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 35.51	3.55	7.00	\$ 46.06	\$ 0.46	\$ 46.52
	May 1, 2020	\$ 36.29	3.63	7.13	\$ 47.05	\$ 0.46	\$ 47.51
	May 1, 2021	\$ 37.08	3.70	7.26	\$ 48.04	\$ 0.46	\$ 48.50
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.73	2.87	6.32	\$ 37.92	\$ 0.46	\$ 38.38
	May 1, 2020	\$ 29.36	2.93	6.44	\$ 38.73	\$ 0.46	\$ 39.19
	May 1, 2021	\$ 29.99	3.00	6.55	\$ 39.54	\$ 0.46	\$ 40.00
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.63	2.37	5.81	\$ 31.81	\$ 0.46	\$ 32.27
	May 1, 2020	\$ 24.16	2.41	5.92	\$ 32.49	\$ 0.46	\$ 32.95
	May 1, 2021	\$ 24.68	2.47	6.02	\$ 33.17	\$ 0.46	\$ 33.63
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 22.31	2.23	5.68	\$ 30.22	\$ 0.46	\$ 30.68
	May 1, 2020	\$ 22.81	2.28	5.78	\$ 30.87	\$ 0.46	\$ 31.33
	May 1, 2021	\$ 23.30	2.33	5.88	\$ 31.51	\$ 0.46	\$ 31.97
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.98	2.10	5.55	\$ 28.63	\$ 0.46	\$ 29.09
	May 1, 2020	\$ 21.45	2.14	5.65	\$ 29.24	\$ 0.46	\$ 29.70
	May 1, 2021	\$ 21.92	2.19	5.74	\$ 29.85	\$ 0.46	\$ 30.31
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.66	1.96	5.42	\$ 27.04	\$ 0.46	\$ 27.50
	May 1, 2020	\$ 20.10	2.01	5.51	\$ 27.62	\$ 0.46	\$ 28.08
	May 1, 2021	\$ 20.53	2.05	5.61	\$ 28.19	\$ 0.46	\$ 28.65

Breakdown of Union Funds:

May 1, 2019: OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance)
Health & Welfare - \$3.10, RRSP - 10% of Base Rate
May 1, 2020: Same as May 1, 2019 except, Health and Welfare - \$3.15
May 1, 2021: Same as May 1, 2019 except, Health and Welfare - \$3.20

- NOTE:**
1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
 2. Union Dues 2% of hourly base rate as per Principal Agreement to be subtracted from employees' gross (not included in Union funds)
 3. Union Funds should be sent to:

Union Benefits Plan Services
151 Frobisher Drive, Suite 220
Waterloo, Ontario
N2V 2C9

800 WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
LOCAL UNION 1687 - NORTHERN ONTARIO

For Communication Electricians and Communication Technician (NCS) Foreman, refer to Section 22 - Local Appendix L.U. 1687 Journeyman Wages & Fringe Benefits - Principal Agreement

	Date	Base Rate	VP & SHP	Union Funds	Wage Package	ECA Fund	Total Package
Journeyman Technician/ NCS Level 3 (Formerly known as: Comm. Technician Level 3)	May 1, 2019	\$ 34.61	3.46	7.99	\$ 46.06	\$ 0.65	\$ 46.71
	May 1, 2020	\$ 35.50	3.55	8.00	\$ 47.05	\$ 0.66	\$ 47.71
	May 1, 2021	\$ 36.38	3.64	8.02	\$ 48.04	\$ 0.67	\$ 48.71
Journeyman Technician/ NCS Level 2 (Formerly known as: Comm. Technician Level 2)	May 1, 2019	\$ 28.12	2.81	6.99	\$ 37.92	\$ 0.65	\$ 38.57
	May 1, 2020	\$ 28.85	2.89	6.99	\$ 38.73	\$ 0.66	\$ 39.39
	May 1, 2021	\$ 29.57	2.96	7.01	\$ 39.54	\$ 0.67	\$ 40.21
Journeyman Technician/ NCS Level 1 (Formerly known as: Comm. Technician Level 1)	May 1, 2019	\$ 23.25	2.33	6.23	\$ 31.81	\$ 0.65	\$ 32.46
	May 1, 2020	\$ 23.86	2.39	6.24	\$ 32.49	\$ 0.66	\$ 33.15
	May 1, 2021	\$ 24.47	2.45	6.25	\$ 33.17	\$ 0.67	\$ 33.84
Apprentice Communication Technician/ NCS Level 2 (95% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 21.95	2.20	6.07	\$ 30.22	\$ 0.65	\$ 30.87
	May 1, 2020	\$ 22.54	2.25	6.08	\$ 30.87	\$ 0.66	\$ 31.53
	May 1, 2021	\$ 23.12	2.31	6.08	\$ 31.51	\$ 0.67	\$ 32.18
Apprentice Communication Technician/ NCS Level 1 (90% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 20.66	2.07	5.90	\$ 28.63	\$ 0.65	\$ 29.28
	May 1, 2020	\$ 21.21	2.12	5.91	\$ 29.24	\$ 0.66	\$ 29.90
	May 1, 2021	\$ 21.75	2.18	5.92	\$ 29.85	\$ 0.67	\$ 30.52
Communication Cable Installer (85% of Journeyman Technician/ NCS Level 1)	May 1, 2019	\$ 19.35	1.94	5.75	\$ 27.04	\$ 0.65	\$ 27.69
	May 1, 2020	\$ 19.88	1.99	5.75	\$ 27.62	\$ 0.66	\$ 28.28
	May 1, 2021	\$ 20.39	2.04	5.76	\$ 28.19	\$ 0.67	\$ 28.86

Breakdown of Union Funds:

May 1, 2019: Working Dues: Senior Tech Level 3 \$ 0.77; Tech Level 2: \$ 0.62; Tech Level 1 \$ 0.50; Appr Tech Level 2 \$ 0.48; Appr Tech Level 1 \$ 0.45; Cable Installer \$ 0.43
 OEITTF - \$0.05, CCO - \$0.20, JEPP - \$0.10 (13% HST to be included with remittance),
 Recreation Fund - \$0.09, Member's Assistance Fund - \$0.03, Education Fund - \$ 0.17,
 DeNovo - \$ 0.03, Health & Welfare - \$2.30
 Pension: Senior Tech Level 3 \$ 4.25 Tech Level 2: \$ 3.40; Tech Level 1 \$ 2.76
 Appr Tech Level 2 \$ 2.62; Appr Tech Level 1 \$ 2.48; Cable Installer \$ 2.35

May 1, 2020: Same as May 1, 2019 except:
 Working Dues: Senior Tech Level 3 \$ 0.78; Tech Level 2: \$ 0.62; Tech Level 1 \$ 0.51;
 Appr Tech Level 2 \$ 0.48; Appr Tech Level 1 \$ 0.46; Cable Installer \$ 0.43

May 1, 2021: Same as May 1, 2019 except:
 Working Dues: Senior Tech Level 3 \$ 0.80; Tech Level 2: \$ 0.64; Tech Level 1 \$ 0.52;
 Appr Tech Level 2 \$ 0.49; Appr Tech Level 1 \$ 0.47; Cable Installer \$ 0.44

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

2. Working Dues are included in Union Funds reported above

3. Union Funds should be sent to:

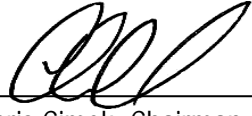
IBEW Local 1687
 1204 St. Jerome Street
 Sudbury, Ontario P3A 2V9

SECTION 2100B - SIGNING PAGE


2100B

Agreed to at Toronto, Ontario on the 1st day of May 2019.

For the Electrical Trade Bargaining
Agency of the Electrical Contractors As-
sociation of Ontario:



Chris Cimek, Chairman, ETBA



Mark Quinn, Communications Chairman,
ECAO



Graeme Aitken, Executive Director
ECAO

For the Electrical Trade Joint Board:

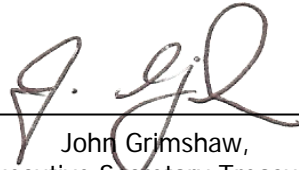


Bernie Fishbein, Independent Chair
ETBA

For the International Brotherhood of Electrical
Workers, the IBEW Construction Council of
Ontario and all its affiliated Local Unions:



Lorne Newick, President, IBEW/CCO

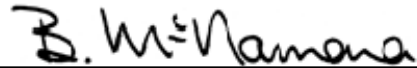


John Grimshaw,
Executive Secretary Treasurer
IBEW/CCO

For the IBEW 1st District Office:



Tom Reid, International Vice-President



Bruce McNamara, IBEW First District

LETTER OF UNDERSTANDING

February 7, 2019

IMPLEMENTATION OF THE COMMUNICATIONS CLASSIFICATIONS AGREEMENT EFFECTIVE MAY 1, 2019

The fundamental principle underlying this Agreement is that workers defined herein shall be permitted to perform communications work in all sectors of the industry and in the ICI sector specifically. The ETBA and IBEW CCO have amended their respective ICI designation orders to reflect this. The Parties agree that every Contractor shall employ a Communication Electrician (CE) or Communication Technician Foreman (CF) and for each CE employed or CF employed, the Contractor may employ any combination of up to five (5) Technicians, Technician Apprentices, and/or Cable Installers.

{NOTE: The highest portable classification and available for work list classification shall be NCS Tech 3}

LETTER OF UNDERSTANDING

May 1, 2019

Re: Network Cabling Specialist

In order to promote the Network Cabling Specialist (NCS) certification program, it is agreed that communications workers who are capable shall obtain their NCS Certificate of Qualification on or before December 31, 2019 by either taking the certificate challenge exam or by entering the NCS apprenticeship training program. It is agreed that, effective May 1, 2020, all communication workers above the classification of cable installer shall either have obtained their NCS Certificate of Qualification or have commenced the NCS apprenticeship training program.

The International Brotherhood of Electrical Workers Construction Council of Ontario and the Electrical Trade Bargaining Agency agree that the Ontario Electrical Industry Training Trust Fund will be charged with developing a mechanism for assessing existing and new communication workers in order to properly classify them in the NCS, NCS Apprentice and Communication Cabling Installer classifications.

The Local JAC shall be responsible for applying the standards, providing administrative support to NCS apprentices, scheduling trade school and tracking their hours of work for purposes of advancement. As a general rule, there shall be no advancement without schooling or successful exam challenge.

It is also agreed that the OEITTF and will develop a system for communication workers to access the pre-NCS exam course in their local areas and to challenge the NCS exam in their local areas.

LETTER OF UNDERSTANDING

July 15, 2009

RE: MARKET RECOVERY PROGRAM

Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.

LETTER OF UNDERSTANDING

March 22, 2016

The parties confirm that issues of market share under the Green Pages, including issues with respect to scope of work, that cannot be resolved between a Local Union and Area ECA can be referred to the ETJB in accordance with the Letter of Understanding re Market Share Contained in the Blue Pages.

**IBEW CONSTRUCTION COUNCIL OF ONTARIO (IBEW CCO) COPY:
PLEASE SIGN, COMPLETE IN ENTIRETY, DETACH AND FORWARD TO IBEW CCO
5090 Explorer Drive, Suite 505, Mississauga, ON L4W 4T9**

2101 NEW SIGNATORIES – Voluntary Recognition Agreement

BETWEEN:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and THE IBEW CONSTRUCTION COUNCIL OF ONTARIO and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 105, 115, 120, 303, 353, 402, 530, 586, 773, 804 AND 1687**

("the Union")

- and -

("the Employer")

MEMORANDUM OF AGREEMENT

The Union and the Employer agree, each with the other, as follows:

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Foremen, Journeyman Electrician, Instrumentation Electricians, Apprentices, and Pre-Apprentices, Journeymen Linemen-Splicers, Apprentice Linemen-Splicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen, Foresters, Communication Electricians, Journeymen and Apprentice Network Cabling Specialists/Communication Technicians, and Communication Cable Installers in the employ of the Employer in all sectors of the construction industry and for non-construction work in the Province of Ontario.

The Employer and the Union agree to be bound by all of the terms, conditions and provisions (both monetary and non-monetary) set forth in and forming part of the Principal Agreement between the Union and the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario, including any amendments to or renewals thereof, as if they were original parties and signatories thereto. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the said Principal Agreement.

This Collective Agreement shall be operative and effective as and from the _____ day of _____, until the 30th day of April, 2022, and thereafter from year to year unless either party shall furnish the other with notice of change or termination of this Agreement in writing not more than ninety (90) days prior to the expiry date of this Agreement and negotiations must begin within fifteen (15) days of the giving of such notice;

DATED at _____ this _____ day of _____ 20_____

SIGNED FOR THE UNION:

Printed name of Authorized Representative

Signature of Authorized Representative

SIGNED FOR THE EMPLOYER:

Printed name of Authorized Representative

Signature of Authorized Representative

Company address (Street, R.R. # and/or P.O. Box) _____

City _____

Province _____ Postal Code _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

**PRINCIPAL AGREEMENT made and entered into between
THE ELECTRICAL TRADE BARGAINING AGENCY OF THE ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO
and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND THE IBEW CONSTRUCTION COUNCIL OF ONTARIO.
Expiry date: April 30, 2022**

**ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO (ECAO) COPY:
PLEASE SIGN, COMPLETE IN ENTIRETY, DETACH AND FORWARD TO ECAO
10 Carlson Court, Ste 702, Toronto, ON, M9W 6L2**

2101 NEW SIGNATORIES – Voluntary Recognition Agreement

BETWEEN:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and THE IBEW CONSTRUCTION COUNCIL OF ONTARIO and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
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DATED at _____ this _____ day of _____ 20_____

SIGNED FOR THE UNION:

Printed name of Authorized Representative

Signature of Authorized Representative

SIGNED FOR THE EMPLOYER:

Printed name of Authorized Representative

Signature of Authorized Representative

Company address (Street, R.R. # and/or P.O. Box) _____

City _____

Province _____ Postal Code _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

**PRINCIPAL AGREEMENT made and entered into between
THE ELECTRICAL TRADE BARGAINING AGENCY OF THE ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO
and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND THE IBEW CONSTRUCTION COUNCIL OF ONTARIO.
Expiry date: April 30, 2022**

**LOCAL UNION COPY:
PLEASE SIGN, COMPLETE IN ENTIRETY, AND DETACH**

2101 NEW SIGNATORIES – Voluntary Recognition Agreement

BETWEEN:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and THE IBEW CONSTRUCTION COUNCIL OF ONTARIO and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
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("the Union")

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DATED at _____ this _____ day of _____ 20____

SIGNED FOR THE UNION:

Printed name of Authorized Representative

Signature of Authorized Representative

SIGNED FOR THE EMPLOYER:

Printed name of Authorized Representative

Signature of Authorized Representative

Company address (Street, R.R. # and/or P.O. Box) _____

City _____

Province _____ Postal Code _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

**PRINCIPAL AGREEMENT made and entered into between
THE ELECTRICAL TRADE BARGAINING AGENCY OF THE ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO
and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND THE IBEW CONSTRUCTION COUNCIL OF ONTARIO.
Expiry date: April 30, 2022**

**CONTRACTOR COPY:
PLEASE SIGN, COMPLETE IN ENTIRETY, AND DETACH**

2101 NEW SIGNATORIES – Voluntary Recognition Agreement

BETWEEN:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and THE IBEW CONSTRUCTION COUNCIL OF ONTARIO and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 105, 115, 120, 303, 353, 402, 530, 586, 773, 804 AND 1687**

("the Union")

- and -

("the Employer")

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The Employer and the Union agree to be bound by all of the terms, conditions and provisions (both monetary and non-monetary) set forth in and forming part of the Principal Agreement between the Union and the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario, including any amendments to or renewals thereof, as if they were original parties and signatories thereto. The Employer hereby acknowledges that it is in possession of and is familiar with all of the terms, conditions and provisions of the said Principal Agreement.

This Collective Agreement shall be operative and effective as and from the _____ day of _____, until the 30th day of April, 2022, and thereafter from year to year unless either party shall furnish the other with notice of change or termination of this Agreement in writing not more than ninety (90) days prior to the expiry date of this Agreement and negotiations must begin within fifteen (15) days of the giving of such notice;

DATED at _____ this _____ day of _____ 20_____

SIGNED FOR THE UNION:

Printed name of Authorized Representative

Signature of Authorized Representative

SIGNED FOR THE EMPLOYER:

Printed name of Authorized Representative

Signature of Authorized Representative

Company address (Street, R.R. # and/or P.O. Box) _____

City _____ Province _____ Postal Code _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

PRINCIPAL AGREEMENT made and entered into between
THE ELECTRICAL TRADE BARGAINING AGENCY OF THE ELECTRICAL CONTRACTORS ASSOCIATION OF ONTARIO
and **THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND THE IBEW CONSTRUCTION COUNCIL OF ONTARIO.**
Expiry date: **April 30, 2022**

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SECTION 22 - LOCAL APPENDIX - L.U. 105 - HAMILTON

Clause 602

FOREMEN

A Journeyman in charge of work where a number of Employees are employed shall be designated as a Foreman.

A Foreman shall not displace a Journeyman on a job where overtime is being worked.

Workers are not to take directions or orders or accept the layout of any job from anyone except their Foreman.

All Foremen, including General Foremen, are covered by the terms of this Agreement.

Clause 603

PROPER PLACEMENT

The Contractor agrees to exercise sound reasoning in the proper placement of Employees, with respect to age and ability to climb. No Employee shall be discriminated against for refusal to climb.

Clause 800

REGULAR HOURS

The regular hours of work in Hamilton shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours of work in Hamilton shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 808

SHIFTS

- 1) Shift work other than regular day shift shall only work between the hours of 4:30 p.m. and 8:00 a.m. Shift work shall not be for less than five (5) consecutive calendar days, except when a designated holiday occurs (Clause 805) during the shift. Double (2 times) the regular rate shall be paid if the shift is terminated in less than five (5) consecutive calendar days.
- 2) Where two (2) or three (3) shifts are employed, those other than the day shift shall receive an additional fifteen percent (15%) to the regular rate for regular hours of work only (8 hours Monday to Thursday, and 4 hours on Friday). Those other than day shift shall work a minimum of four (4) hours to be eligible for an additional fifteen percent (15%) to the regular rate. This minimum does not apply in case of layoff.
- 3) Once the starting hours of a shift are established they shall not be altered during a period of five (5) consecutive calendar days from the starting date of the shift. Should the starting time of the shift be altered during these five (5) consecutive calendar days, and failing agreement with the Business Manager to the change in times, double (2 times) the regular rate of pay shall be paid up to the date that the change was made.

- 4) When two (2) or more shifts are established, after two (2) weeks the Employees shall be rotated by working one (1) week on each shift. Where exceptions are necessary, it must be by mutual agreement.
- 5) No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours from 8:00 a.m. to 8:00 a.m. unless overtime is paid. Employees shall have a minimum of eight (8) hours work break when changing shifts.
- 6) Work breaks and lunch periods during afternoon and night shifts shall conform to the standard practices adhered to during regular work periods.
- 7) On commercial work when work cannot be done during the day, such work may be done as a straight night shift of not more than eight (8) hours and shall receive an additional fifteen percent (15%) to the regular rate for regular hours worked. The shift shall work only between the hours of 4:30 p.m. to 8:00 a.m. on Monday, Tuesday, Wednesday, Thursday, and Friday only until 12:00 midnight. When the Client requires a shift change due to special circumstances there shall be no penalty as referred to in 808 (3) provided two (2) days written notice is received by the Business Manager.

**900 A.1 WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 105 – HAMILTON**

	Date	Base Rate	VP & SHP	Taxable Union* Funds	Non-taxable Union Funds*		Wage Package	ECA** Fund	Total Package
					MRF	Other			
Journeyman	May 1, 2019	\$ 44.19	4.42	0.67	1.50	15.08	65.86	0.90	66.76
	May 1, 2020	\$ 45.26	4.53	0.69	1.50	15.28	67.26	0.90	68.16
	May 1, 2021	\$ 46.35	4.63	0.72	1.50	15.46	68.66	0.90	69.56
Foreman	May 1, 2019	\$ 50.82	5.08	0.67	1.50	15.08	73.15	0.90	74.05
	May 1, 2020	\$ 52.05	5.21	0.69	1.50	15.28	74.73	0.90	75.63
	May 1, 2021	\$ 53.30	5.33	0.72	1.50	15.46	76.31	0.90	77.21
Apprentices started (AFTER APRIL 30, 1997)									
Apprentices	May 1, 2019								
40% 1st Period		\$ 17.68	1.77	0.67	0.60	8.92	29.64	0.90	30.54
50% 2nd Period		\$ 22.10	2.21	0.67	0.75	10.49	36.22	0.90	37.12
60% 3rd Period		\$ 26.51	2.65	0.67	0.90	11.91	42.64	0.90	43.54
70% 4th Period		\$ 30.93	3.09	0.67	1.05	12.70	48.44	0.90	49.34
80% 5th Period		\$ 35.35	3.54	0.67	1.20	13.48	54.24	0.90	55.14
Apprentices	May 1, 2020								
40% 1st Period		\$ 18.10	1.81	0.69	0.60	9.07	30.27	0.90	31.17
50% 2nd Period		\$ 22.63	2.26	0.69	0.75	10.66	36.99	0.90	37.89
60% 3rd Period		\$ 27.16	2.72	0.69	0.90	12.08	43.55	0.90	44.45
70% 4th Period		\$ 31.68	3.17	0.69	1.05	12.88	49.47	0.90	50.37
80% 5th Period		\$ 36.21	3.62	0.69	1.20	13.67	55.39	0.90	56.29
Apprentices	May 1, 2021								
40% 1st Period		\$ 18.54	1.85	0.72	0.60	9.19	30.90	0.90	31.80
50% 2nd Period		\$ 23.18	2.32	0.72	0.75	10.79	37.76	0.90	38.66
60% 3rd Period		\$ 27.81	2.78	0.72	0.90	12.25	44.46	0.90	45.36
70% 4th Period		\$ 32.45	3.25	0.72	1.05	13.03	50.50	0.90	51.40
80% 5th Period		\$ 37.08	3.71	0.72	1.20	13.83	56.54	0.90	57.44

*** Breakdown of Union Funds:**

Taxable:	Retirement Incentive Plan:	\$ 0.67	(May 1, 2020 \$ 0.69; May 1, 2021 \$ 0.72)
Non-taxable:	Health & Welfare:	\$ 5.23	(include 8% RST with remittance)
	CCO:	\$ 0.20	
	Training Fund:	\$ 0.40	
	Retirement Fund:	\$ 7.90	(May 1, 2020 \$ 8.07; May 1, 2021 \$ 8.24) See Note 4
	Building Fund:	\$ 0.33	(May 1, 2020 \$ 0.34; May 1, 2021 \$ 0.34))
	Union Administration Fund:	\$ 1.02	(May 1, 2020 \$ 1.04; May 1, 2021 \$ 1.05)

NOTE: The Market Recovery Fund (MRF) has been deducted from the "Base Rate" \$ 1.36 and the "VP/SHP" \$ 0.14.

For Apprentices: The Market Recovery Fund has also been pro-rated for apprentices who signed their contracts after April 30, 1997.

**** Breakdown of ECA Funds:**

JEPP:	\$ 0.10	(See: Note 3)
Education Fund:	\$ 0.22	
Bill 162 Fund:	\$ 0.03	
Association Fund:	\$ 0.45	(See: Note 3)
ECA Ontario Fund:	\$ 0.10	(See: Note 3)

NOTE:

1. All Union, ECA Funds (Industry and Association Funds) are to be remitted by the 10th of the month following to:
 Hamilton Electrical Administration Funds
 Suite 102, 370 York Boulevard
 Hamilton, Ontario, L8R 3L1
2. Owner Contractors are eligible for Health & Welfare Benefits \$ 5.23 and the Retirement Fund \$ 7.90 (May 1, 2020 \$ 8.07; May 1, 2021 \$ 8.24), contact Union for details.

 Retail Sales Tax (8%) is payable on Health & Welfare \$ 5.23.
3. HST (13%) is payable on:
 Association Fund \$ 0.45
 ECAO Fund \$ 0.10
 JEPP Fund \$ 0.10
4. The Retirement Fund shall be pro-rated as shown above for all apprentices who signed their contracts after April 30, 1997.
5. **On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**

Clause 900 A.2**PAY DEDUCTIONS FOR LATENESS**

An Employee shall not be deducted more than fifteen (15) minutes time if late less than fifteen (15) minutes.

Clause 900 A.3**PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY**

The portion known as Vacation Pay and Statutory Holiday Pay shall be paid to Employees weekly.

Tax on Vacation Pay and Statutory Holiday Pay is to be deducted weekly from the Employee's Gross Wages. On termination of employment, Vacation Pay will be shown on Separation Certificate.

Clause 900 A.4

Calculation of the increases for Foreman and Apprentices will be made as follows:

The increase for the Journeyman will be multiplied by one hundred and fifteen percent (115%) and added to the Foreman Wage Package.

In accordance with Section 9 of the Provincial Section of the Principal Agreement and Section 94 of the Ontario College of Trades and Apprenticeship Act, the Base Rate of a 1st period Apprentice will be 40% of the Journeyman Base Rate, the Base Rate of a 2nd period Apprentice will be 50% of the Journeyman Base Rate, the Base Rate of a 3rd period Apprentice will be 60% of the Journeyman Base Rate, the Base Rate of a 4th period Apprentice will be 70% of the Journeyman Base Rate, and the Base Rate of a 5th period Apprentice will be 80% of the Journeyman Base Rate.

The Wage Package of a 1st period Apprentice will be 45% of the Journeyman Wage Package, the Wage Package of a 2nd period Apprentice will be 55% of the Journeyman Wage Package, the Wage Package of a 3rd period Apprentice will be 64.75% of the Journeyman Wage Package, the Wage Package of a 4th period Apprentice will be 73.55% of the Journeyman Wage Package, and the 5th period Apprentice will be 82.35% of the Journeyman Wage Package.

Clause 1000**HAMILTON ELECTRICAL ADMINISTRATION FUNDS**

The Contractors shall forward monthly such deductions as required to finance all Union, Association and other Funds to the Hamilton Electrical Administration Funds (HEAF). The amount established shall be for each paid hour during that month for all Employees employed by him/her and covered by this Agreement.

Monthly remittances covering payments required by Clauses 1000 A, 1000 B, 1002 and 1003, must be made by the tenth (10th) of the month following, and it is agreed that in the event of failure to comply with this provision for payment, the following penalties shall be paid to the HEAF for distribution.

For the default of payment after the tenth (10th) of the month that payment is due, a penalty of ten percent (10%) of the gross amount of such fund(s).

For the default of payment for each subsequent month after, a penalty of ten percent (10%) per month of the gross amount of such fund(s).

In the event that a remittance does not include all contributions, it will be held in escrow by the HEAF until such time as all funds receive their contributions.

The HEAF will ensure that aggregate remittances received are made to Local 105 three business days before the end of the month. In the event that a remittance is sent to either Local 105 or ECA Hamilton directly, the recipient of the remittance will forward the remittance to the HEAF office for action.

Payment will be made for each fund to the HEAF together with all other funds. Failure to comply shall be a violation of this Agreement.

The ECAH or Local Union 105 shall have immediate recourse to the Grievance and Arbitration Procedure to secure payment on any monies outstanding, including any claim for liquidated damages.

Clause 1000 A**FUNDS PAYABLE TO LOCAL 105**

Should Local 105 implement any new funds or plans, payments will be sent together with all other funds by one (1) cheque to the HEAF.

The Contractor shall check-off increased amounts of Employees' wages for taxable and non-taxable union funds when authorized by Local 105.

The Contractor shall reduce taxable and non-taxable union fund remittances when authorized by Local 105. The full amount of reductions (with exception of monies paid into the Joint Electrical Promotion Plan) shall be passed on to the Employees in the form of wages, which includes vacation and statutory holiday pay.

Should Local 105 implement other funds, Contractors will include payments for these funds in the monthly remittance cheque. All changes to remittances will come into effect on May 1 of each year unless agreed to by the Joint Conference Board.

The following remittances will be calculated as a percentage or a fixed dollar amount of the Journeyman Wage Package: Retirement Incentive Plan, Retirement Fund, and Health & Welfare Benefit Plan. These amounts will be identified by Local 105:

(a) Taxable Union Funds**(1) Retirement Incentive Plan**

A remittance for each Employee covered under this Agreement, of \$ 0.67 May 1, 2019 (May 1, 2020 \$ 0.69; May 1, 2021 \$ 0.72) per paid hour.

(b) Non Taxable Union Funds

Remittances for each Employee covered under this Agreement, shall be as follows:

(1) Retirement Fund

The sum of \$ 7.90, May 1, 2019 (May 1, 2020 \$8.07; May 1, 2021 \$ 8.24) per paid hour; except that Apprentices starting after April 30, 1997 will have this amount pro-rated in accordance with their term level;

- (2) **Health and Welfare Benefit Plan**
The sum of \$5.23, May 1, 2019 per paid hour. To include 8% R.S.T. with remittance;
- (3) **The IBEW Construction Council of Ontario**
The sum of \$0.20 (\$0.06 General, \$0.13 Organizing, Bill 158, \$0.01) per paid hour;
- (4) **Local 105 Market Recovery Fund**
The sum of \$1.50 per paid hour; except that Apprentices starting after April 30, 1997 will have this amount pro-rated in accordance with their term level;
- (5) **Local 105 Training Fund**
The sum of \$0.40 per paid hour;
- (6) **Union Administration Fund**
There shall be a remittance of \$1.02 May 1, 2019 (May 1, 2020 \$ 1.04; May 1, 2021 \$ 1.05) per paid hour for each Apprentice, Journeyman, Cardman and Foreman;
- (7) **Local 105 Building Fund**
The sum of \$0.33 May 1, 2019 (\$0.34 May 1, 2020) per paid hour.

Clause 1000 B

FUNDS PAYABLE TO ECA HAMILTON

- (a) **Association Fund**
There shall be a Contractor contribution of \$0.45 ECA Hamilton Association Fund and \$0.10 (2019) ECA Ontario Fund or an amount to be identified by ECA Hamilton, per paid hour for each Apprentice, Journeyman, Cardman and Foreman.
Failure to comply shall be a violation of this Agreement.
The Association Fund amount shall not be shown on the Employee's earnings record slip.
- (b) **Education Fund**
A Fund of \$0.22 per paid hour worked will be remitted to ECA Hamilton by Contractors and committed to the improvement of the skills and education of their members and Employees. The contribution will be actuarially adjusted to meet the actual costs of such a program. The Education Fund amount shall not be shown on the Employee's earnings record slip.

Clause 1001

CREDIT UNION

The Contractor will deduct Credit Union Contributions from the Employees' wages provided that:

- (a) The Employee authorized the deductions from his/her wages, and
- (b) The Employee has been in the employ of the Contractor for at least two (2) weeks before the plan takes effect.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the HEAF for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1003

BILL 162 FUND

Local 105 members eligible to collect WSIB payments will have their benefits paid by a Fund jointly trustee by and answerable to the Joint Conference Board. A Fund of \$0.03 per paid hour worked will be actuarially adjusted.

Clause 1004

JOINT EDUCATION COMMITTEE

The jointly trustee Education Committee will establish an annual curriculum and budget for presentation to the Joint Conference Board for its approval. The funding for the budget will be from the ECA Education Fund, with facilities being provided by Local Union 105.

Clause 1100

TRAVEL ALLOWANCES

The free zone shall be bounded on the south two hundred and seventy-five (275) metres beyond a line starting at the boundary of Caistor and Seneca Township, westward beyond Caledonia, through Ohsweken and following the Brant-Norfolk County boundary to the westerly jurisdictional boundary. All jurisdictional area north of this line shall be in the free travel zone with the exception of the northeast corner bounded by the county road No. 22 that runs through Ash and Milton Heights, and the Lower Base Line. This area shall be known as the Milton area. All cities, towns, villages and hamlets on the boundaries shall be included in the free travel zone.

Clause 1101

Travel Allowance in the Milton area shall be \$ 27.82 (\$ 28.32 May 1, 2020; \$ 28.82 May 1, 2021) per day.

There shall be a travel allowance of \$ 27.82 (\$ 28.32 May 1, 2020; \$ 28.82 May 1, 2021) per day in the area two hundred and seventy-five (275) metres beyond the south boundary of the free zone to two hundred and seventy-five (275) metres south of a line starting at the boundary between the Counties of Oxford and Norfolk and continuing eastward through Waterford and Hagersville and then diagonally to Nelles Corners and eastward along No. 3 Highway to the

jurisdictional boundary. This area shall be known as the Caledonia Hagersville area. All cities, towns and villages and hamlets on this line shall be included in the \$ 27.82 (\$ 28.32 May 1, 2020; \$ 28.82 May 1, 2021) per day per day zone.

In the area two hundred and seventy-five (275) metres south of the Caledonia-Hagersville area, travel allowance shall be \$ 35.90 (\$36.40 May 1, 2020; \$ 36.90 May 1, 2021) per day. This area shall be known as the Nanticoke area.

When the Contractor moves the Employee from job to job inside the free zone during working hours and does not provide transportation, then the Contractor will pay \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre. Map over-rides boundaries as outlined above. For details, contact either ECA Hamilton or IBEW Local Union 105.

Clause 1102

PARKING

Every effort will be made by the Electrical Contractor to secure adequate parking facilities at all major projects. The cost of parking at a job site will be covered by the Contractor in a location designated by the Contractor. "Voucher" parking will be provided by the Contractor on those projects where there is no easily accessible free parking on the basis of one voucher per vehicle parked. Any system put in place will ensure that only the actual cost of parking is covered. This applies to new construction only.

Clause 1103

INCLEMENT WEATHER

When work cannot be done due to inclement weather or other conditions beyond the control of the Union, full travel allowance shall be paid to Employees who have reported to the project.

Clause 1104

TOOLS CARRIED IN AN EMPLOYEE'S CAR

In addition to the Employee's tools, the amount of material and equipment carried in an Employee's vehicle shall be limited to the amount that can be carried in a normal size hand box.

Clause 1400

SAFETY

Safety training will be carried on under the authority of the Joint Education Committee. It is understood that funding will not cover wages or loss of wages for those attending.

Clause 1500

RESIDENTIAL AGREEMENT

For information on the Residential Agreement, contact the offices of the ECA Hamilton or Local 105, IBEW.

Clause 1600

MAINTENANCE/MINOR CONSTRUCTION AGREEMENT

For information on the Maintenance/Minor Construction Agreement, contact the offices of the ECA Hamilton or Local 105, IBEW.

Clause 1801

APPRENTICES

Ratio

The Apprentice Ratio for the commercial, institutional, high-rise residential construction markets shall be one (1) to the shop and one (1) for every two (2) Journeypersons hired thereafter. The Apprentice Ratio for industrial projects that are not subject to an existing IBEW labour agreement and that have a total electrical project value of \$1,000,000 or less, shall be one (1) to the shop and one (1) for every two (2) Journeypersons hired thereafter.

The Apprentice Ratio for all other markets and projects shall be one (1) to the shop and one (1) for every three (3) Journeypersons hired thereafter.

All Apprentices must work under the direction of a Journeyperson.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welder's leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

Clause 2000

MARKET RECOVERY AGREEMENT

For information on the Market Recovery Agreement (M.R.A.), contact the offices of either the ECA Hamilton or IBEW Local Union 105.

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW, the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the

responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.

- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING BETWEEN IBEW LOCAL UNION 105 AND E.C.A. HAMILTON

May 20, 1988

The Contractors and the Union agree that templates, back panels and non-catalogued boxes shall be fabricated and installed by members of the Union employed under the terms and conditions of this agreement. However, when the size, quantity, availability of manpower or pre-bid engineered drawings become an issue, the manner in which the work is to be fabricated (i.e. IBEW field forces or independent Fab Shop) shall be mutually agreed upon between the parties. In the event the parties cannot agree, either party may proceed to the Local Joint Conference Board or the grievance procedure as outlined in the Collective Agreement.

Patrick Dillon, IBEW Local Union 105

Mike Steplock, E.C.A. Hamilton

LETTER OF UNDERSTANDING BETWEEN IBEW LOCAL UNION 105 AND E.C.A. HAMILTON

April 11, 2019

That the ICI Wage Schedule will be calculated as follows:

Foreman

Base rate will be calculated on 115% of the journeyman base rate plus VP & SHP, Taxable Union Funds and Non-taxable Union Funds (Taxable and Non-taxable Union Funds must be the same as those listed for the journeyman electrician) to create their wage package total.

Apprentices

1st Term - Base rate will be calculated as 40% of the journeyman base rate. The wage package will be calculated as 45% of the journeyman wage package.

2nd Term - Base rate will be calculated as 50% of the journeyman base rate. The wage package will be calculated as 55% of the journeyman wage package.

3rd Term - Base rate will be calculated as 60% of the journeyman base rate. The wage package will be calculated as 64.75% of the journeyman wage package.

4th Term - Base rate will be calculated as 70% of the journeyman base rate. The wage package will be calculated as 73.55% of the journeyman wage package.

5th Term - Base rate will be calculated as 80% of the journeyman base rate. The wage package will be calculated as 82.35% of the journeyman wage package.

MEMORANDUM OF AGREEMENT

Re: Local Terms for IBEW, Local 105 and ECAH

January 10, 2019

The International Brotherhood of Electrical Workers, Local 105 and the Electrical Construction Association of Hamilton agree to amend the Hamilton Local Appendix to the Principal Agreement with a term of May 1, 2019 to April 20, 2022 as follows:

- 1. The terms of this Agreement will be for the duration of the 2019 - 2022 Principal Agreement including any applicable extension of the terms and conditions pursuant to section 86 of the Labour Relations Act, 1995. Specifically, unless the parties agree otherwise, all language in the Local Appendix will revert to the language in the 2016 - 2019 Principal Agreement at the conclusion of the 2019-2022 Principal Agreement.

- 2. Clause 900 A.4 is deleted and replaced with the following:

Calculation of the increases for Foremen and Apprentices will be made as follows:

The increase for the Journeyman will be multiplied by one hundred and fifteen percent (115%) and added to the Foreman Wage Package.

In accordance with Section 9 of the Provincial Section of the Principal Agreement and section 94 of the Ontario College of Trades and Apprenticeship Act, the Base Rate of a 1st period Apprentice will be 40% of the Journeyman Base Rate, the Base Rate of a 2nd period Apprentice will be 50% of the Journeyman Base Rate, the Base Rate of a 3rd period Apprentice will be 60% of the Journeyman Base Rate, the Base Rate of a 4th period Apprentice will be 70% of the Journeyman Base Rate, and the Base Rate of a 5th period Apprentice will be 80% of the Journeyman Base Rate.

The Wage Package of a 1st period Apprentice will be 45% of the Journeyman Wage Package, the Wage Package of a 2nd period Apprentice will be 55% of the Journeyman Wage Package, the Wage Package of a 3rd period Apprentice will be 65% of the Journeyman

Wage Package, the Wage Package of a 4th period Apprentice will be 75% of the Journeyman Wage Package, and the Wage Package of a 5th - period Apprentice will be 85% of the Journeyman Wage Package.

- 3. Clause 1801- Apprenticeship ratio is amended to read as follows:

The Apprentice Ratio for the commercial, institutional, high-rise residential construction markets shall be one (1) to the shop and one (1) for every two (2) Journeymen hired thereafter. The Apprentice Ratio for industrial projects that are not subject to an existing IBEW labour agreement and that have a total electrical project value of \$1,000,000 or less, shall be one (1) to the shop and one (1) for every two (2) Journeymen hired thereafter.

The Apprentice Ratio for all other markets and projects shall be one (1) to the shop and one (1) for every three (3) Journeymen hired thereafter.

All Apprentices must work under the direction of a Journeyman.

- 4. All other terms of the Hamilton Local Appendix remain unchanged.

SECTION 22 - LOCAL APPENDIX - L.U. 115 – QUINTE-ST. LAWRENCE

Clause 601

JOURNEYPerson-TO-APPRENTICE RATIOS

In the jurisdiction of Local 115, Contractors will observe the following Journeyperson to Apprentice ratio for the Journeyperson Electricians and Apprentice Electricians.

The ratios apply to the Contractor's workforce and not to any particular job or project.

The number of apprentices who may be employed in relation to the number of Journeypersons employed by the Contractor shall not exceed:

- a) For the first five (5) Journeypersons, one (1) Apprentice each;
- b) For every two (2) additional Journeypersons thereafter until twenty (20) Journeypersons are employed, an additional Apprentice;
- c) For every three additional Journeypersons thereafter, an additional Apprentice

These ratios may be adjusted on particular projects, with the permission of the Business Manager which shall not be unreasonably withheld, where market conditions make this necessary.

J	A	J	A	J	A	J	A
1	1	16	10	31	16	46	21
2	2	17	11	32	16	47	21
3	3	18	11	33	17	48	22
4	4	19	12	34	17	49	22
5	5	20	12	35	17	50	22
6	5	21	13	36	18	51	23
7	6	22	13	37	18	52	23
8	6	23	13	38	18	53	23
9	7	24	14	39	19	54	24
10	7	25	14	40	19	55	24
11	8	26	14	41	19	56	24
12	8	27	15	42	20	57	25
13	9	28	15	43	20	58	25
14	9	29	15	44	20	59	25
15	10	30	16	45	21		

Clause 602

FOREMEN

When a Journeyman supervises a job employing four (4) or five (5) Employees, he/she shall be paid a minimum of six percent (6%) above the base rate of Journeyman.

Any job employing six (6) or more Employees shall have a Foreman in charge who shall be paid a minimum of twelve percent (12%) above the base rate for Journeymen and shall be considered a Non-Working Foreman only when there are eleven to fourteen (11 to 14) Employees under their supervision. A Foreman shall supervise a maximum of fourteen (14) Employees.

When there are thirty (30) men including at least two (2) Foremen at twelve percent (12%) then there shall be a General Foreman paid at a minimum of twenty percent (20%) above the base rate. Subsequent General Foreman shall follow the schedule as set out below:

2 General Foreman: 60 – 89 Employees

3 General Foreman: 90 – 119 Employees

4 General Foreman: 120 – 149 Employees, etc.

Non-Working Foremen and General Foremen shall not work with the tools except in case of emergency and instructional purposes.

On Jobs having a Foreman, Employees are not to take direction or orders, or accept the layout of any jobs from anyone except their Foreman. Where an immediate decision is necessary a qualified Supervisor may give direction.

Clause 800

REGULAR HOURS

The regular hours of work in Quinte-St. Lawrence shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours may be started up to two (2) hours earlier (6:00 a.m.) but only with prior notification of the Business Manager.

In Quinte-St. Lawrence all service vehicle employees shall work five (5) eight (8) hour days, forty (40) hours per week at regular pay.

The regular hours of work in Quinte-St. Lawrence will be thirty-six (36) hours per week. If prior notification is given to the Business Manager, Employees may be scheduled to work nine (9) hours per day so long as the Employee is scheduled to work four (4) consecutive days between Monday and Friday.

The Contractor will be entitled to provide five (5) day coverage by scheduling some employees to work four (4) consecutive days between Tuesday and Friday (Tuesday to Friday shift).

Where five (5) day coverage is provided, the Contractor will ensure that employees on each shift enjoy the same overtime opportunities as well as other conditions of employment. The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 803

WORK BREAKS

In addition to those breaks stipulated under Clause 803 "Work Breaks" of the Provincial Section (Blue Pages) of the Principal Agreement, where Employees are working on a compressed regular work week of nine (9) or ten (10) hours per day, those employees required to work scheduled overtime of two (2) hours of overtime will be provided a ten (10) minutes rest period prior to the end of the regular shift before the commencement of overtime. No premium is paid if the break is not taken.

L U 1 1 5 Q U I N T E - S T L A W R E N C E

Clause 808**SHIFTS**

Where work cannot be performed during the regular work day, a shift may be worked at any time of the day or night between 12:01 a.m. Monday and 11:59 p.m. Friday of the same week.

More than one (1) shift per day can only be worked if shifts are established for not less than four (4) consecutive work days on any one (1) job. Shifts cannot be modified mid-week. A shift shall consist of a minimum of seven (7) or a maximum of nine (9) hours per work day, and be in accordance with Clause 800H (Blue Pages/Provincial Section) - Regular Hours.

Those employees on other than the day shift shall be paid the base rate of pay plus fifteen percent (15%) or twenty percent (20%) if the shift starts at 10:00 pm or later. Work performed in excess of these hours shall be at double (2 times) the base rate.

A shift will be any start time out of the normal daily start time (6:00 am – 8:00 am daily).

A change in shift will start at the beginning of the work week (no shift changes mid-week).

On any shift change the employees must be notified before the end of their last scheduled shift.

**900 B.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 115 - QUINTE - ST. LAWRENCE**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 42.38	4.24	17.98	64.60	0.66	65.26
	May 1, 2020	\$ 42.95	4.30	18.75	66.00	0.66	66.66
	May 1, 2021	\$ 43.89	4.39	19.12	67.40	0.66	68.06

For complete and current wage schedules please contact Local Union 115 or ECA-///5QSL.

*** Breakdown of Union Funds:**

	2019	2020	2021
Health & Welfare + 8% RST	\$ 3.25	\$ 3.65	\$ 3.65
Pension (see Clause 1000B)	\$ 8.40	\$ 8.40	\$ 8.40
CCO Fund	\$ 0.20	\$ 0.20	\$ 0.20
Education Fund	\$ 0.40	\$ 0.40	\$ 0.40
Local 115 Administrative Fee:	\$ 0.97	\$ 0.99	\$ 1.01
Recreation Fund	\$ 0.05	\$ 0.05	\$ 0.05
Stabilization Fund	\$ 4.31	\$ 4.66	\$ 5.01
Travel Fund	<u>\$ 0.40</u>	<u>\$ 0.40</u>	<u>\$ 0.40</u>
Total Union Funds	<u>\$17.98</u>	<u>\$ 18.75</u>	<u>\$ 19.12</u>

**** Breakdown of ECA Fund:**

ECA Fund	\$ 0.56 +13% HST
JEPP	<u>\$ 0.10</u> +13% HST
Total ECA Funds	<u>\$ 0.66</u> +13% HST

NOTE:

1. **On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**
2. Room & Board - 1 Unit/Zone Travel \$ 40.00 per day
(May 1, 2020 \$ \$ 41.50; May 1, 2021 \$ 43.00)
2-3 Units/Zones Travel \$ 60.00 per day
(May 1, 2020 \$ \$ 61.50; May 1, 2021 \$ 63.00)
3. Mileage - \$ 0.55 per kilometre
(May 1, 2020 \$ 0.56; May 1, 2020 \$ 0.57)
4. As per clause 1002, all Union Funds are Employer Paid Non-Taxable

**900 B.2 WAGES AND FRINGE BENEFITS
MAINTENANCE/MARKET RECOVERY/MINOR CONSTRUCTION
L.U. 115 - QUINTE - ST. LAWRENCE**

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	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 36.02	3.60	17.98	57.60	0.66	58.26
	May 1, 2020	\$ 36.51	3.65	18.75	58.91	0.66	59.57
	May 1, 2021	\$ 37.31	3.73	19.12	60.16	0.66	60.82

For complete and current wage schedules please contact Local Union 115 or ECA-QLS.

*** Breakdown of Union Funds:**

	2019	2020	2021
Health & Welfare + 8% RST	\$ 3.25	\$ 3.65	\$ 3.65
Pension (see Clause 1000B)	\$ 8.40	\$ 8.40	\$ 8.40
CCO Fund	\$ 0.20	\$ 0.20	\$ 0.20
Education Fund	\$ 0.40	\$ 0.40	\$ 0.40
Local 115 Administrative Fee:	\$ 0.97	\$ 0.99	\$ 1.01
Recreation Fund	\$ 0.05	\$ 0.05	\$ 0.05
Stabilization Fund	\$ 4.31	\$ 4.66	\$ 5.01
Travel Fund	<u>\$ 0.40</u>	<u>\$ 0.40</u>	<u>\$ 0.40</u>
Total Union Funds	<u>\$17.98</u>	<u>\$ 18.75</u>	<u>\$ 19.12</u>

**** Breakdown of ECA Fund:**

ECA Fund	\$ 0.56 +13% HST
JEPP	<u>\$ 0.10</u> +13% HST
Total ECA Funds	<u>\$ 0.66</u> +13% HST

NOTE:

1. **On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**
2. Room & Board - 1 Unit/Zone Travel \$ 40.00 per day
(May 1, 2020 \$ \$ 41.50; May 1, 2021 \$ 43.00)
2-3 Units/Zones Travel \$ 60.00 per day
(May 1, 2020 \$ \$ 61.50; May 1, 2021 \$ 63.00)
3. Mileage - \$ 0.55 per kilometre
(May 1, 2020 \$ 0.56; May 1, 2020 \$ 0.57)
4. As per clause 1002, all Union Funds are Employer Paid Non-Taxable

Clause 900 B.3

PAYMENT OF UNION DUES

Monthly Union Membership dues shall be paid directly to the Union by the member and not deducted from the member's pay, as per Clauses 1001 and 1002.

Line contractors must remit ECA Funds, 115 Administrative Fee.

Clause 900 B.4

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

Each Employee shall receive his/her vacation pay and statutory holiday pay weekly on his/her pay.

Clause 900 B.5

PAYMENT OF OTHER FUNDS

Payment of other funds shall be as described in Clauses 1000, 1001 and 1002.

Clause 1000A

DEDUCTIONS & REMITTANCES

100% Employer-paid non-taxable

All Employers shall remit Union Funds on a per hour earned basis, together with the contribution of the Employer's ECA Quinte-St. Lawrence Association Fund and JEPP Fund on a per hour earned basis and remit the total to a Union appointed professional Administrator.

Union Fund per Employee	May 1, 2019
Employee Health & Welfare Fund (May 1, 2020 - \$ 3.65)	\$3.25
Employee Pension Fund	\$8.40
IBEW Construction Council Fund	\$0.20*
Local 115 Education Fund	\$0.40
Local 115 Administrative Fee (May 1, 2020 - \$0.99; May 1, 2021 - \$ 1.01)	\$0.97
Recreation Fund	\$0.05
Stabilization Fund (May 1, 2020 - \$ 4.66; May 1, 2021 - \$ 5.01)	\$4.31
Travel Fund	\$0.40
<i>Sub-Total</i>	<u>\$17.98</u>
(May 1, 2020 - \$ 18.75; May 1, 2021 - \$ 19.12)	

*IBEW-CCO Fund: (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158)

Employer Remittance

ECA Quinte-St. Lawrence Assoc. Fund	\$0.45
ECA Ontario	\$0.10
Bill 158 Fund	\$0.01
JEPP	\$0.10
Total Remittance per Employee per hour earned	\$0.66

Remittances must be made in accordance with Clause 1002.

Clause 1000B

APPRENTICES DEDUCTIONS & REMITTANCES

Deductions & remittances for Apprentices will be as outlined in Clause 1000A will have their pension fund prorated in accordance with their term level.

Clause 1000C

PENSION PLAN CONTRIBUTIONS

Employers are exempt from remitting Pension contributions on behalf of an Employee where the Income Tax Act prohibits the continued accrual of pension benefits for the employee. In lieu of pension contributions, such employees will receive an equivalent hourly amount in the form of wages and holiday and vacation pay, combined.

Clause 1001

The Union agrees and acknowledges that every member reporting to a new Employer for work must sign suitable forms authorizing any wage deductions required by this Agreement.

Clause 1002

DEDUCTIONS & REMITTANCES

- (a) **Union Dues**
Dues are not collected from each Employee. Union Dues are paid by the employee directly to the Union.
- (b) **Employee Benefits**
Contributions for Health & Welfare, Pension Education, Travel, IBEW Construction Council of Ontario, Recreation and Stabilization Funds and Union Administrative Fee are in addition to the Base Rate and Vacation Pay and are 100% non-taxable. Remittances shall be accrued for the month and remitted directly to the Administrator by the fifteenth (15th) of the following month.
- (c) **Employer Funds**
Each Contractor shall contribute \$ 0.45 per hour earned to the ECA Quinte-St. Lawrence Association Fund (this includes \$0.03 per hour contribution to the Bill 162 Fund to cover the continuation of benefits).
Employer remittance to the ECA Quinte-St. Lawrence Association Fund shall be accrued weekly and remitted monthly, along with the Employee Benefits, directly to the Administrator by the fifteenth (15th) of the following month.
- (d) **Joint Electrical Promotion Plan**
Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Administrator.

(e) **Reporting**

All money due under this Clause shall be reported on a common form approved by both parties. One copy of the form is to accompany each remittance.

(f) **Penalty for Late Payment**

Any of the above remittances due by the fifteenth (15th) of the month and not received by the twentieth (20th) of the same month will be considered overdue. Overdue remittances will be subject to a penalty of \$25.00 plus one-half percent (0.5%) per week or any part thereof (26% per annum). Both Parties to this Agreement empower the Administrator and the Union to notify and collect this penalty service charge from Employers overdue in payment. Service charges collected will be dispersed on a pro-rata basis.

It is agreed that remitting the above money to the Union appointed Professional Administrator exempts the Contractors from any further responsibility for the Employee's benefits.

Clause 1003

The Administrator will disperse funds received by the fifteenth (15th) and the twentieth (20th) of each month. The last payment of each month will be forwarded as soon as possible with a composite report of all remittances to the respective Parties of this Agreement.

Clause 1004

All monies collected for Employee's Health & Welfare and Pension Plans shall be spent promptly and solely for the express purpose for which the money has been collected. The Local Union will provide an annual audited financial statement and interim financial information on Health & Welfare, Pension Plans, and Stabilization Fund to the Contractors Association through the Joint Conference Board.

Clause 1005

All health and welfare and pension funds under this Agreement shall be deemed to continue benefits for disabled workers pursuant to Section 25-5 of the Workplace Safety & Insurance Board Act or as amended.

Local 115 agrees that Employers will not be eligible to participate in the OSLEW and Health & Welfare Plan unless they are IBEW Local 115 Members and make remittances for a minimum of 144 hours per month. Any Employers or staff currently covered will be grandfathered effective May 1, 2019.

Clause 1100

TRAVEL ALLOWANCES

Employees shall pay their own transportation costs from home to the job, and return, when the job is situated within thirty-five (35) road kilometres of the City Hall in each of the cities of Kingston, Belleville, Brockville and Cornwall.

Clause 1101

When employment is outside the above free travel zones but within the scope of this Agreement, mileage shall be paid from the edge of each free travel zone line closest to the job site by the most direct road route in road kilometres, at the rate of \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre to the job site and return, per work day, up to a maximum of \$ 56.15 (\$ 57.65 May 1, 2020; \$ 59.15 May 1, 2021) per work day which shall then become a living allowance in lieu of mileage, unless transportation is provided by the Contractor on the Contractor's time.

Clause 1102

Upon entering the next zone (unit) from the employee's home unit, the employee shall be paid \$40.00 May 1, 2019 (\$ 41.50 May 1, 2020; \$ 43.00 May 1, 2021) per work day living.

When an employee enters a zone (unit) 2 or 3 away from the employee's home unit, the employee shall be paid \$ 60.00 May 1, 2019 (\$ 61.50 May 1, 2020; \$ 63.00 May 1, 2021) per work day living allowance.

When a job is outside the 35km free zone, the employee is paid mileage road kilometres to job and return at \$0.55 per kilometre (\$0.56 May 1, 2020; \$0.57 May 1, 2021).

If an employee from another zone (unit) goes to a job outside another unit, he/she will be paid \$ 40.00 (\$ 41.50 May 1, 2020; \$ 43.00 May 1, 2021) per work day plus the applicable travel from that unit to a maximum of \$ 60.00 (\$ 61.50 May 1, 2020; \$ 63.00 May 1, 2021) per work day living allowance.

Clause 1103

When Employees are required to work outside the area covered by this Agreement, travel expense to and from the job, and full board allowance while on the job will be paid by the Contractor. When an Employee is requested to use his/her own vehicle for the convenience of the Contractor, said use shall be paid for at \$0.55 per kilometre (\$0.56 May 1, 2020; \$0.57 May 1, 2021).

Clause 1500

MINOR CONSTRUCTION AGREEMENT

For information on the Minor Construction Agreement, contact the offices of the ECA Quinte/St. Lawrence or Local 115, IBEW.

Clause 1501

RESIDENTIAL AGREEMENT

For information on the Residential Agreement, contact the offices of the ECA Quinte/St. Lawrence or Local 115, IBEW.

Clause 1600

MAINTENANCE WORK:

Definition: All electrical work performed in or on the premises of an existing plant or building, such as the repair, replacement or relocating of existing production lines and machines. Additions and extensions to buildings shall be considered as construction.

Wage Rate: Eighty-five percent (85%) of construction rates. Maintenance wage rates are outlined in 900 B.2.

Overtime: Double (2) time for all overtime, as defined in this subsection.

Hours of Work: The regular hours of work on site shall be voluntary up to forty (40) hours per week at straight time if requested by client, Monday thru Friday, between the hours of 8:00 am and 4:30 pm. Start times may be altered up to one (1) hour in either direction upon notice to the Local Union by the contractor.

Statutory Holidays: As per the Principal Agreement except add the following clause:

In the event that an Owner/Client celebrates a Statutory Holiday on a day different from the day stipulated in the Principal Agreement, the Contractor may opt to follow the Owner/Client's Statutory Holiday schedule (by client notification /letter) on that job, in which case the Statutory Holiday stipulated in the Principal Agreement shall be a regular work day on that job.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

LETTER OF UNDERSTANDING

RE: PAYROLL OFFICE

It is mutually agreed that the "established office" referred to in paragraph 3 of Clause 903 of the Principal Agreement means a payroll office in the unit (i.e. Belleville, Kingston, Brockville or Cornwall) under which the job falls.

Ed Norman
ECA Quinte-St. Lawrence

Richard Soroka, Business Manager
IBEW Local Union 115

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.
- (f) The current apprenticeship ratios in Clause 601 Local Appendix will be maintained as long as the Market Recovery / Stabilization fund in Local 115 is in existence.
- (g) Local 115 will increase hours from 400 to 600 hours before the 66.7% labour requirement is enacted for the Market Recovery / Stabilization fund project
- (h) On Market Recovery / Stabilization fund jobs under 1200 hours, the Contractor may schedule employees to work 40 hours weekly at the straight time hourly provided that (i) the additional (4) four hours are worked on Fridays only and on a voluntary basis, and (ii) the Business Manager is notified not later than the end of the day.

NOTE:

Clause (g), and (h) will expire April 30, 2022 unless agreed otherwise by the Joint Conference Board after a market analysis.

SECTION 22 - LOCAL APPENDIX - L.U. 120 – LONDON

Clause 512

UNION RIGHTS & REPRESENTATIVES

Officers and Members of the Union shall be granted leave of absence when required for Union business providing that reasonable notice is given to the Employer.

Clause 602

FOREMEN

- (a) On any jobs which will require four (4) men, one (1) Journeyman shall be designated as a Foreman by the Employer. A Foreman may work with the tools until eight (8) men not including himself, are employed on the job, then the Foreman shall act in a supervisory capacity only.
- (b) One (1) Foreman shall not supervise more than twelve (12) men, not including himself.
- (c) On jobs requiring two (2) Foremen, one (1) Foreman shall be designated a General Foreman and shall not work with the tools except in cases of emergency or for instruction purposes. On jobs requiring more than two (2) Foremen, the General Foreman shall not work with the tools, or direct a crew, except in cases of emergency or for instruction purposes.
- (d) On jobs having a Foreman, Employees are not to take directions or orders, or accept the layout of any jobs from anyone except their Foreman. Where an immediate decision is necessary a qualified Supervisor may give direction. No Foreman or General Foreman on one (1) project shall at the same time supervise work on another project. No Employee from one (1) job shall be transferred to another job to replace an Employee on that job on overtime work.

No Foreman shall replace a worker on overtime if employed as a Foreman within one (1) week of over time.

- (e) All Foremen and General Foremen shall have the classification and qualifications of Journeymen Electricians and shall be members of the IBEW.
- (f) Foremen shall receive 110% of the Journeyman hourly Base Rate, hourly Health and Welfare contribution, and hourly RRSP contribution.

General Foreman shall receive 115% of the Journeyman hourly Base Rate, hourly Health and Welfare contribution, and hourly RRSP contribution.

For Foreman and General Foreman, it is agreed that vacation and holiday pay is to be calculated and paid on the basis of their adjusted hourly Base Rate (and not the Journeyman hourly Base Rate).

Clause 800

REGULAR HOURS

- (a) The regular hours of work in London shall be seven and one-half (7 1/2) hours per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday inclusive. Starting times can be adjusted from 7:00 am to 9:00 am without the approval of the Business Manager. The Contractor must provide seven

(7) days' notice to local 120 members who are affected and to the Business Manager if the start time is to change from one that is currently established.

- (b) In London, a four (4) day compressed work week may only be worked after mutual consent has been reached between the Contractor and Business Manager.

The hours of work shall consist of thirty-six (36) hours per week in two (2) work periods. The first work period will commence at 7:30 a.m. Monday for four (4) days of nine (9) hours each, ending Thursday at 5:00 p.m. The second work period will commence at 7:30 a.m. Tuesday for four (4) days of nine (9) hours each, ending Friday at 5:00 p.m. The regular starting location for all projects and work sites shall be one (1) common designated location at 7:30 a.m. each day.

In London, all work performed in excess of seven and one half (7 1/2) hours per day shall be paid at one hundred and twenty five percent (125%) times the regular rate of pay.

If a holiday as set out in the Agreement is observed during the normal work week, all Employees shall work the remaining four (4) days of that particular week.

- (c) For projects of 2500 hours or less, contact E.C.A. London or IBEW Local 120 for the applicable Local Agreement.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 805

STATUTORY HOLIDAY

Any deviation from a statutory holiday shall be approved at the Joint Conference Board which may be contacted through the Business Manager's office. When Members of Local Union 120 are working in an existing plant along with Owner/Client work forces and the holidays in this plant differ from those outlined in the Provincial Contract then Local Union 120 Members may observe them on the same days as the in-plant work force.

Clause 808

SHIFTS

1. Shift work may be worked when agreed upon between the Business Manager and the Contractor. It is agreed and understood that shift work shall comprise at least two (2) separate working shifts in any twenty-four (24) hour period.
2. All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system the shift periods will commence at 12:01 a.m., 8:00 a.m. and 4:00 p.m. All shifts will be seven and one-half (7 1/2) hours in duration.
3. Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. Monday thru Friday. The other two (2) shifts will be paid at one hundred and twenty-five percent (125%) of the regular rate

for the afternoon shift, and one hundred and forty per cent (140%) of the regular rate for the night shift, Monday thru Friday. Work on weekends is overtime work and will be paid at double (2 times) the wage package.

4. All work performed outside of a shift's regular seven and one-half (7 1/2) hours shall be paid at double (2 times) the wage package.
5. No Employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period unless the overtime rate of double (2 times) the regular rate of pay is paid. The termination of any shift schedule shall always be not later than 11:59 p.m.
6. No Employee transferred to shift work shall lose any actual working hours because of the transfer. Shift work will be rotated on a weekly basis.
7. Irregular Working Hours

When agreed upon between the Business Manager and the Contractor the normal starting and quitting times may be varied because the work required to be done is in occupied premises. When these conditions apply, seven and one-half (7 1/2) continuous working hours per day shall be worked. Any work performed under these conditions outside of regular working hours shall be paid for at one and one-quarter (1 1/4) times the regular rate of pay save and except when overtime rates apply.

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**900 C.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 120 – LONDON**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 46.40	4.64	13.86	64.90	0.25	65.15
	May 1, 2020	\$ 47.32	4.73	14.25	66.30	0.25	66.55
	May 1, 2021	\$ 48.24	4.82	14.64	67.70	0.25	67.95
Foreman (10%)	May 1, 2019	\$ 51.04	5.10	14.87	71.01	0.25	71.26
	May 1, 2020	\$ 52.05	5.21	15.30	72.56	0.25	72.81
	May 1, 2021	\$ 53.06	5.31	15.72	74.09	0.25	74.34
General Foreman (15%)	May 1, 2019	\$ 53.36	5.34	15.36	74.06	0.25	74.31
	May 1, 2020	\$ 54.42	5.44	15.81	75.67	0.25	75.92
	May 1, 2021	\$ 55.48	5.55	16.26	77.29	0.25	77.54

**APPRENTICES ARE PRO-RATED ON JOURNEYMAN BASE RATE
(APPRENTICES CANNOT PAY INTO OPTIONAL ACCESSIBLE COVERAGE TO THE RRSP PROGRAM)**

Apprentices	May 1, 2019						
40% 1st Period		\$ 18.56	1.86	11.06	31.48	0.25	31.73
50% 2nd Period		\$ 23.20	2.32	11.36	36.88	0.25	37.13
60% 3rd Period		\$ 27.84	2.78	11.66	42.28	0.25	42.53
70% 4th Period		\$ 32.48	3.25	11.96	47.69	0.25	47.94
80% 5th Period		\$ 37.12	3.71	12.26	53.09	0.25	53.34
Apprentices	May 1, 2020						
40% 1st Period		\$ 18.93	1.89	11.45	32.27	0.25	32.52
50% 2nd Period		\$ 23.66	2.37	11.75	37.78	0.25	38.03
60% 3rd Period		\$ 28.39	2.84	12.05	43.28	0.25	43.53
70% 4th Period		\$ 33.12	3.31	12.35	48.78	0.25	49.03
80% 5th Period		\$ 37.86	3.79	12.65	54.30	0.25	54.55
Apprentices	May 1, 2021						
40% 1st Period		\$ 19.30	1.93	11.84	33.07	0.25	33.32
50% 2nd Period		\$ 24.12	2.41	12.14	38.67	0.25	38.92
60% 3rd Period		\$ 28.94	2.89	12.44	44.27	0.25	44.52
70% 4th Period		\$ 33.77	3.38	12.74	49.89	0.25	50.14
80% 5th Period		\$ 38.59	3.86	13.04	55.49	0.25	55.74

**JOURNEYMEN & FOREMEN ONLY:
OPTIONAL ACCESSIBLE RETIREMENT PROGRAM COVERAGE: \$ 1.00**

Note: If contributing more than \$ 1.00, call the Union Office to obtain Base Rate Amount.

Journeyman	May 1, 2019	\$ 45.49	4.55	14.86	64.90	0.25	65.15
	May 1, 2020	\$ 46.41	4.64	15.25	66.30	0.25	66.55
	May 1, 2021	\$ 47.33	4.73	15.64	67.70	0.25	67.95
Foreman (10%)	May 1, 2019	\$ 50.13	5.01	15.87	71.01	0.25	71.26
	May 1, 2020	\$ 51.15	5.11	16.30	72.56	0.25	72.81
	May 1, 2021	\$ 52.15	5.22	16.72	74.09	0.25	74.34
General Foreman (15%)	May 1, 2019	\$ 52.45	5.25	16.73	74.43	0.25	74.68
	May 1, 2020	\$ 53.51	5.35	16.81	75.67	0.25	75.92
	May 1, 2021	\$ 54.57	5.46	17.26	77.29	0.25	77.54

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*** Breakdown of Union Funds:**

	May 1, 2019	May 1, 2020	May 1, 2021
Health & Welfare			
Journeyman	\$ 2.55	\$ 2.55	\$ 2.55
Foreman:			
May 1, 2019	\$ 2.81		
May 1, 2020	\$ 2.81		
May 1, 2021	\$ 2.81		
Gen. Foreman:			
May 1, 2019	\$ 2.93		
May 1, 2020	\$ 2.93		
May 1, 2021	\$ 2.93		
RRSP			
Journeyman	\$ 7.46	\$ 7.85	\$ 8.24
Foreman:			
May 1, 2019	\$ 8.21		
May 1, 2020	\$ 8.64		
May 1, 2021	\$ 9.06		
General Foreman:			
May 1, 2019	\$ 8.58		
May 1, 2020	\$ 9.03		
May 1, 2021	\$ 9.48		
Education Fund	\$ 0.15	\$ 0.15	\$ 0.15
Recreation Fund	\$ 0.07	\$ 0.07	\$ 0.07
R & D Fund	\$ 0.04	\$ 0.04	\$ 0.04
Building Fund	\$ 0.25	\$ 0.25	\$ 0.25
Political Action Fund	\$ 0.04	\$ 0.04	\$ 0.04
CCO Fund	\$ 0.20	\$ 0.20	\$ 0.20
JEPP	\$ 0.10	\$ 0.10	\$ 0.10
(Include HST with remittance)			
Stabilization Fund			
(Apprentices pro-rated according to Term)			
	<u>\$ 3.00</u>	<u>\$ 3.00</u>	<u>\$ 3.00</u>
Journeyman Total	<u>\$ 13.86</u>	<u>\$ 14.25</u>	<u>\$ 14.64</u>

**** Breakdown of ECA Fund:** \$ 0.85 (\$ 0.25 May 1, 2018)

DEDUCTIONS:

1. Working Dues: 1.25% of Gross Pay including 10% Vacation Pay
2. Monthly Dues \$ 42.70 per member, per month *LOCAL 120 MEMBERS ONLY*
Note:
 To be deducted the 1st week each month.
 To be remitted the same month in which it was deducted:
 i.e. deducted in May – remitted in by 15th of May
 (See Clause 1000 (c) in Principal Agreement, Local Union Appendix).

*** Reminder: When an Employee works premium hours, the stabilization for those premium hours are paid directly to the Employee on his/her wage package and is consequently taxed and included in his/her gross wages (see Clause 1000 (h) in Local Union Appendix).

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

LOCAL 120
UNION

Clause 900 C.2

WAGES & BENEFITS - RESIDENTIAL AGREEMENT L.U. 120 - LONDON

For details contact ECA London/L.U. 120, IBEW.

Clause 900 C.3

Where workmen are required to work on equipment located eighteen (18) metres to thirty (30) metres from the ground on supporting structures or open platforms, where a workman is subject to a direct fall, including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds, aerial platforms or similar equipment and it is mandatory to tie off, a premium of one quarter (1/4) time above his/her regular rate will be paid and over thirty (30) metres he/she will be paid double (2 times) the regular rate of pay. Work covered by this Clause shall not necessarily be rotated among the workmen on the job.

Foremen will receive the above premiums when they are working at the stipulated heights.

Clause 900 C.4

UNDERGROUND PROJECTS

If work is performed on underground mine projects, caissons and uncompleted tunnel excavations, the Employer shall supply all tools and coveralls and the Employee will not be required to bring his/her own tools on a project where there is a high corrosive agent in the air (e.g. salt mines, etc.). The following premiums shall apply on work performed below ground:

One hundred and ten percent (110%) times base rate for regular hours.

Two hundred and twenty percent (220%) times base rate for overtime hours.

Clause 900 C.5

VACATION & STATUTORY HOLIDAY PAY

Vacation and statutory holiday pay shall be paid to all Employees weekly. Employees shall receive their vacation and statutory holiday pay at the time of layoff. Payment of vacation and statutory holiday pay shall be shown as a separate item on the weekly pay slip.

Clause 1000

FUNDS AND UNION DUES

- (a) All Employees working in the jurisdiction of Local Union 120 shall be covered by the following benefits. The monies deducted and remitted to these various funds shall be used exclusively to provide and purchase the schedule of benefits for the Employees and their families.
- (b) All deductions remittances shall be received by the Health and Welfare/Retirement Program, Benefit Coordinator and the Financial Secretary of the Local Union no later than the fifteenth (15th) day of the month in which they are due. A remittance form

which is satisfactory to the Contractor shall be provided by the Union. The following deductions remittances will be sent in each month for each Employee on this same remittance form and are as follows:

Basic dues, working dues, Education Fund, CCO Fund, Recreation Fund, Retired and Disabled Fund, Stabilization Fund, and Association Fund and Promotion Fund (Clause 1001) are to be remitted to the **Local 120 Financial Secretary** by a cheque made payable to **"IBEW Local 120"**.

The Retirement Program and Retirement Program Accessible deductions remittances are to be sent by separate cheque made payable to **"IBEW Local 120, Retirement Program"**.

Health and Welfare deductions remittances and eight percent (8%) retail sales tax are to be sent by separate cheque made payable to **"IBEW Local 120, Welfare Plan Trust Fund"**.

Payments made after the fifteenth (15th) of the month in which they are due shall be subject to an immediate ten percent (10%) assessment and an additional ten percent (10%) assessment shall be levied for each thirty (30) days thereafter. The Union shall have the right to withdraw its forces from an Employer who is in arrears with these deductions-remittances.

- (c) All deductions remittances and cheques shall be paid at par in London and are due as follows:

Basic dues of \$42.70 per month for L.U. 120 members ONLY, by the 15th of the month for which they are deducted.

Working dues, Health & Welfare, Retirement Program and all other deductions-remittances by the fifteenth (15th) of the month following the month in which the work was performed.

- (d) **IBEW Local 120 Retirement Program Journeyman and Apprentice - Mandatory Coverage** Effective May 1, 2019, the Contractor shall deduct and remit \$ 5.46 (May 1, 2020 \$ 5.85; May 1, 2021 \$ 6.24) for each regular hour, \$ 10.92 (May 1, 2020 \$ 11.70; May 1, 2021 \$ 12.48) for each double time hour worked for each Employee covered by this agreement to **"IBEW Local 120 Retirement Program"**.

Journeyman and Apprentice – Mandatory Accessible Coverage

The Contractor shall deduct and remit an additional \$1.00 for Apprentices and \$2.00 for Journeymen for each regular hour, and \$2.00 for Apprentices and \$4.00 for Journeymen for each double time hour worked and covered by the agreement to **"IBEW Local 120 Retirement Program"**.

Journeyman Only – Optional Accessible Coverage

Effective May 1, 1995, Journeymen can signify in writing to the Contractor at the time of hiring, or on

the anniversary date of the contract their consent to deduct \$1.00 for each regular and \$2.00 for each double time hour worked to be remitted to the "IBEW Local 120 Retirement Program". This deduction will remain in place until the next anniversary date of the contract.

- (e) **Health and Welfare Plan Trust Fund**
The Contractor shall deduct and remit \$ 2.55 May 1, 2019 for each regular hour, \$ 5.10, May 1, 2019 for each double time hour worked for each Employee covered by this agreement along with eight percent (8%) retail sales tax to "Local 120, Health & Welfare Plan Trust Fund".
- (f) In the same manner as the above union benefits and on the same remittance form the Contractor shall deduct and remit an additional \$0.85 per straight time hour, \$1.70 per overtime hour to the Local 120 Financial Secretary who shall in turn forward
\$0.20 per hour earned to the IBEW Construction Council (\$0.01 Secretariat, \$0.06 General Fund, \$0.13 CCO Organizing Fund), \$0.07 per hour to the Recreation Fund, \$0.15 per hour to the Education Fund for the training and upgrading of Local 120 IBEW members, \$0.04 per hour to the Retired and Disabled Members Fund, \$0.10 per hour to the Joint Electrical Promotion Plan (JEPP), \$0.25 to Building Fund, \$0.04 to Political Action Fund.
- (g) In the same manner as the above union benefits and on the same remittance form the Contractor shall deduct and remit \$ 3.00 per hour worked by a Journeyman to the Stabilization Fund. Apprentice contributions are remitted to the Stabilization Fund on a percentage basis as per spread sheets:
First term (40%), second term (50%) per hour, third term (60%), fourth term (70%), and fifth term (80%).
NOTE: The Stabilization Fund remittance does not double on overtime hours. When an Employee works premium hours, the Stabilization for those premium hours is paid directly to the Employee on his/her wage package and is consequently taxed and included in gross wages. Therefore, when remitting Stabilization monies to the Local Union, it shall be submitted on hours worked, NOT on hours paid.
- (h) The Contractor shall check-off increased or decreased amounts of Employees wages for these various Union Funds and Union Dues when authorized by the Local Union. The full amount of reductions shall be passed on to the Employees in the form of wages.

**Clause 1001
ASSOCIATION FUND**

The Employer and the Union agree to the establishment of an Association Fund. An amount of \$0.25 for each regular hour, \$ 0.50 for each double time hour worked will be deducted from the remittance made to the Local 120 Financial

Secretary, as provided under Clause 1000 of the Collective Agreement.

The amounts of \$0.25 or \$ 0.50 per hour as collected by Local 120, Financial Secretary shall be deposited monthly to the account held by a trustee of the Electrical Contractors Association of London Association Fund.

The Electrical Contractors Association of London may reduce or reinstate these amounts as required. The Local 120 Financial Secretary shall be notified of any change in these amounts.

All Business Owners performing bargaining unit work and carrying a union card and who are signatory to the Principal Agreement shall not be required to contribute to the following funds on their own behalf, unless acting as a Subcontractor signatory to this Agreement: Retirement Program, Welfare Plan Trust Fund. All Owner Operators shall pay a minimum of one hundred and fifty (150) hours per month in the amount and manner described in 1000 (F) and (G) of the Local Appendix. All Owner Operators shall pay a minimum of one hundred and fifty (150) hours per month to the Association Fund.

**Clause 1002
JOINT ELECTRICAL PROMOTION PLAN**

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

**Clause 1100
TRAVEL ALLOWANCES**

All Employees when directed to report to jobs, shall be governed by the working hours specified for the project, and shall provide for themselves all necessary transportation from home to shop or project at starting time and from shop or project to home at quitting time.

Clause 1101

Travel allowance shall be paid to Employees at the rate of \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre when they supply their own transportation for travelling from job to job during working hours. In addition, their applicable rate plus all normal benefits for the time spent in travelling shall apply. The use of the Employees' vehicles shall be on a voluntary basis.

Clause 1102

- (a) Employees working on jobs within a seventeen (17) kilometre radius of City Hall, London, shall not receive travel allowance.
- (b) Employees working on jobs outside the seventeen (17) kilometre radius but within thirty-six (36) kilometre radius of City Hall, London, shall receive \$0.35 per day. If it is proven that this allowance is not necessary to protect the Employee under the Workplace Safety and Insurance Board, then the Joint Conference Board may have it removed by a unanimous decision, which would be appendix hereto.
- (c) Employees working on jobs outside the thirty-six (36) kilometre radius but within a forty-eight (48) kilometre radius of City Hall, London, shall receive \$29.55 (\$30.05 May 1, 2020, \$30.55 May 1, 2021) per day travel allowance.
- (d) Employees working beyond the forty-eight (48) kilometre radius shall receive \$29.55 per day plus \$0.55 (\$30.05 and \$0.56 May 1, 2020, \$30.55 and \$0.57 May 1, 2021) per road kilometre measured from the forty-eight (48) kilometre radius to the job and back.

Clause 1103

- (a) Board allowance, at the rate of \$ 72.63 (\$ 74.13 May 1, 2020; \$ 75.63 May 1, 2021) per day worked, shall be paid to Employees when working away from home on jobs ninety (90) road kilometres or more from the City Hall, London. Employees in receipt of Board allowance shall be paid this allowance for any Statutory Holiday provided that such Employees are available to work a full shift on the normal working day preceding the Holiday and on the normal working day following the Holiday. When Employees report for work on out of town projects, and there is no work available due to job conditions, board shall be paid for a full day.
- (b) Travel allowance to and from a project at the rate of \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per road kilometre shall be paid once for the duration of the project and every thirty (30) days, to Employees when working on projects ninety (90) road kilometres or more from City Hall, London, in addition to the board allowance as provided in subsection (a) above.

Clause 1104

When the Contractor is unable to provide parking, the Employee shall be reimbursed for parking expense up to the rate of \$ 10.00 per day, upon the presentation of receipts. The Contractor may offer an optional bus pass to the Employee who may choose between the daily parking rate and a bus pass as an alternate mode of transportation.

Clause 1105

No Employee working under the terms of this Agreement shall carry or have at any time the Employer's tools or materials in his/her own vehicle.

Clause 1106

Any Employee who sustains damage to his/her vehicle when using his/her vehicle for the convenience of the Employer, shall be paid up to a maximum of \$ 1000.00 subject to the deductible Clause of the Employee's insurance.

Clause 1107

When Employees are requested to standby on weekends or statutory holidays, and are not called out for work during that time, they will be paid one (1) hour of double (2) time for each day of standby. If called out for work during these days, the standby pay will not be paid for the day on which the Employee was called out for minimum of one (1) hour. Weekends will commence at the end of the work day on Friday.

Clause 1404

It is mutually agreed to implement the full ECAO/IBEW Safety program as soon as possible in order to have competent members as defined in the Health and Safety Act.

Clause 1500

RESIDENTIAL WORK

- (a) Recognition: The Contractors and the Union recognize the ECAL and Local Union 120, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates. Further, the parties agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) Contact E.C.A. London or L.U. 120, IBEW, for Local Residential Agreement.

Clause 1600

MAINTENANCE

- (a) Recognition: The Contractors and the Union recognize the ECAL and Local Union 120, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates. Further, the parties agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) The Union shall not sign this Agreement with any Contractor who is not bound to the provisions of the prevailing ICI Construction Agreement.
- (c) Contact E.C.A. London or L.U. 120, IBEW, for Local Maintenance Agreement.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welder's leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

LETTER OF UNDERSTANDING

April 15, 1998

John J. O'Brien
Business Manager
IBEW Local Union 120
3-523 First St.
London, Ontario N5V 1Z4

**Re: Section 21 – Local Appendix – LU 120 – London
Bill 162 – Continuation of Benefits effective May
1, 1998**

Dear Sir:

The Electrical Contractors Association of London agree to fund Local 120's benefit plans' liability for continuing Health and Retirement contributions for Workplace Safety & Insurance Board claims, to a maximum of one (1) year, caused while in the employ of a contributing Contractor. The Benefit Plans – Coordinator shall submit monthly invoices along with copies of the claimants WSIB benefit payments to the ECAL in this regard.

- R. Ferguson – Member ECAL
- B. McDonnell – Member ECAL
- Ed Borland – Member ECAL
- John J. O'Brien, B.M., Local 120, IBEW
- Murray Scratch, President, Local 120, IBEW
- Sean Silverthorn, Vice President, Local 120, IBEW

LETTER OF UNDERSTANDING

April 15, 1998

Robert W. Ferguson
Chairman, ECAL
695 Central Avenue,
London, Ontario N5W 3P9

Dear Sir:

It is mutually agreed by both parties, ECAL and IBEW Local 120 that upon receipt of monthly remittances from the Contractors, the Union will issue a statement showing individual Contractor contributions along with the appropriate cheque to the Association Fund.

- R. Ferguson – Member ECAL
- B. McDonnell – Member ECAL
- Ed Borland – Member ECAL
- John J. O'Brien, B.M., Local 120, IBEW
- Murray Scratch, President, Local 120, IBEW
- Sean Silverthorn, Vice President, Local 120, IBEW

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LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING

The Electrical Contractors Association of London agrees to continue funding the Bill 162 Fund at no less than the present Level.

The IBEW Local 120 and the Electrical Contractors Association of London agree to enter into talks regarding the transfer of assets from the ECAL to the IBEW Local 120, as well as, the liability for the Health and Pension payments for WSIB claimants injured in their employ.

John C. Jackson, B.M. Local 120, IBEW

Wayne Crockett, Chairman, ECAL

LETTER OF UNDERSTANDING

May 1, 2010

Re: Minor Construction Agreement

It is mutually understood by the IBEW Local 120 and the Electrical Contractors Association London, that in order to increase their market share in the electrical construction and maintenance industry, that both parties will endeavour to utilize Project Labour Agreements on specific projects within the jurisdiction. Such agreements may utilize the use of Market Recovery Funds, and/or amend the terms and provisions within the Principal Agreement and Local Appendix as necessary and shall be acceptable to both parties.

Therefore, where on a particular project, work covered by the Principal Agreement, or where any provision of the Principal Agreement works a hardship, Local 120 and the ECAL may enter into such an agreement in writing.

The terms of any Project Labour Agreement would be binding on any IBEW signatory Contractor who is bidding work within the jurisdiction of Local 120. It shall be the Contractor's responsibility to contact Local 120 as to whether or not a Project Labour Agreement applies to a given project. The terms of any Agreement shall only apply for the duration of that specific project but may be amended by mutual consent of both parties.

Either party may request the use of a Project Labour Agreement for a specific job, and the decision on whether or not to utilize such agreements should not be unreasonably withheld.

John Gibson, B.M. Local 120, IBEW

Wayne Crockett, Chairman, ECAL

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LETTER OF UNDERSTANDING

January 21, 2019

Re: Journeyperson-to-Apprenticeship Ratios

1. This Letter of Understanding will expire on April 30, 2022 unless the parties mutually agree otherwise.
2. In the jurisdiction of Local 120, contractors will observe the following journeyman to apprentice ratio in the ICI sector for journeyman electricians and apprentice electricians in accordance with the grid set out below.

# of Employees	Journeyman	Apprentices
1	1	0
2	1	1
3	2	1
4	2	2
5	3	2
6	3	3
7	4	3
8	4	4
9	5	4
10	5	5
11	6	5
12	7	5
13	7	6
14	8	6
15	9	6
16	9	7
17	10	7
18	11	7
19	11	8
20	12	8
21	13	8
22	14	8
23	14	9
24	15	9
25	16	9
26	17	9
27	17	10
28	18	10
29	19	10
30	20	10
31	20	11

3. The number of apprentices who may be employed in relation to the number of journeymen employed by the Contractor shall not exceed,
 - (a) for the first journeyman, one apprentice;
 - (b) for the second journeyman, an additional apprentice;
 - (c) for the third journeyman, an additional apprentice;
 - (d) for the fourth journeyman, an additional apprentice;
 - (e) for the fifth journeyman, an additional apprentice;
 - (f) for the next two additional journeymen, an additional apprentice;
 - (g) for every two additional journeymen thereafter until 11 journeymen are employed, an additional apprentice;
 - (h) for the next three additional journeyman after 11 journeymen are employed, an additional apprentice;
 - (i) for every three additional journeymen thereafter, an additional apprentice.
4. The ratios in para. 3 may be adjusted on Market Recovery projects with the permission of the Business Manager. If so adjusted, the ratios in para. 3 will apply to the Contractor's remaining workforce without including the Market Recovery projects or workers on those projects.
5. The applicable ratios to apply in the residential sector will be set out in the Residential Collective Agreement between ECA London and IBEW Local 120.

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LETTER OF UNDERSTANDING

January 21, 2019

Re: IBEW LOCAL 120 TRAINING FUND

It is mutually agreed by both parties, ECAL and IBEW Local 120, that IBEW Local 120 will create and administer a Training Fund for all mandatory safety training of its Members.

It is mutually agreed by both parties, ECAL and IBEW Local 120, that all mandatory safety training is the sole responsibility of the Contractor. As such, ECAL will be the sole contributor to the Training Fund and will contribute an estimated \$100,000.00 per year beginning May 1, 2019.

Mandatory safety training for all IBEW Local 120 Members includes: WHMIS, Working at Heights, 4 Step Worker Awareness.

The Training Fund shall also be used to ensure that all IBEW Local 120 Members receive Elevated Work Platform training.

Should new mandatory safety training be introduced at some point in the future or should any of the current mandatory safety training be eliminated, it is mutually agreed that the yearly ECAL contribution will be renegotiated.

Should ECAL and IBEW Local 120 agree that all IBEW Local 120 Members should receive other voluntary training, it is mutually agreed that the yearly ECAL contribution will be renegotiated.

LETTER OF UNDERSTANDING

January 21, 2019

Re: MARKET RECOVERY RATE AGREEMENT

It is mutually agreed by both parties, ECAL and IBEW Local 120, that the Market Recovery wage schedule is offered at the sole discretion of the Local Union Business Manager and that it shall also include:

- (a) Hours of work shall be eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday inclusive.
- (b) The afternoon shift premium will be paid at one hundred and fifteen percent (115%) of the regular rate, Monday through Friday.
- (c) The night shift premium will be paid at one hundred and twenty-five percent (125%) of the regular rate, Monday through Friday.

LOCAL 120 UNION

SECTION 22 - LOCAL APPENDIX - L.U. 303 - NIAGARA PENINSULA

Clause 512

UNION RIGHTS & REPRESENTATIVES

Officers and Members of the Union shall be granted Leave of Absence when required for Union business, provided that forty-eight (48) hours' notice is given to the Employer.

Clause 602

FOREMEN

Foremen Employees: On jobs having over four (4) Employees, a Foreman shall be appointed. His/her rate shall be ten percent (10%) above the Journeyman's wage rate.

One Foreman shall be allowed to supervise the work of a maximum of fifteen (15) workers.

Where more than one (1) Foreman is appointed on a specific job, one shall be designated as being in charge. His/her rate shall be fifteen percent (15%) above the Journeyman's wage rate.

Where there are four (4) foremen or more on the project, a non-working foreman will be designated whose rate shall be fifteen percent (15%) above the Journeyman's wage rate.

No nonworking foreman shall work with the tools except in cases of emergency and for instructional purposes.

All Foremen shall be members of the I.B.E.W.

Following appointment of the first Foreman on a project, all additional Foremen shall be members of Local 303 I.B.E.W.

A Foreman shall not displace a workman on a job while overtime is being worked.

Where a Foreman is designated, a workman shall not take direction or orders or accept a layout of any job from anyone except his/her Foreman

Clause 800

REGULAR HOURS

The regular hours of work in Niagara Peninsula shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours of work in Niagara Peninsula shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 808

SHIFTS

1. **Morning and Evening Shifts** - The working hours for shifts other than the regular day shift shall be as follows:

Morning Shift - Seven (7) hours per shift between 12 midnight to 3:30 a.m. and 4:00 a.m. to 7:30 a.m. with

a total of twenty-eight (28) hours per week for four (4) shifts shall constitute a regular work week.

Evening Shift - Eight (8) hours per shift between 4:30 p.m. to 8:30 p.m. and 9:00 p.m. to 1:00 a.m. with a total of thirty-two (32) hours per week for four (4) shifts shall constitute a regular work week. Starting time for a shift will not be varied in any one (1) week.

Should conditions arise where the evening shift cannot start at the hours specified above, an additional time allowance may be granted. In no case will this shift start later than 5:30 p.m.

2. **Shift Work - Bonuses and Conditions**

For work at any time of the day or night between 12:01 a.m. Monday and 11:00 a.m. Friday of the same week where two (2) or more shifts are worked those Employees working on other than the day shift shall receive shift bonuses as shown below:

Shift Bonuses

Morning Shift - nine (9) hours pay for seven (7) hours work.

Evening Shift - nine (9) hours pay for eight (8) hours work.

No Employee shall work more than one (1) shift in twenty-four (24) hours between 8:00 a.m. and 8:00 a.m.

Morning and evening shifts can only be worked if the shifts are of four (4) consecutive days. This is to mean Monday to Friday (a.m.) inclusive. If a shift runs more than one (1) week it can terminate on any day of any following week. Any time worked in excess of the regular shift hours shall be paid at regular overtime rates.

Where it is necessary to deviate from the shift hours specified such special cases will be discussed between the Contractor and the Union and a working basis agreed upon.

A minimum of seven (7) hours work shall constitute a morning shift.

A minimum of eight (8) hours work shall constitute an evening shift.

**900 D.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 303 - NIAGARA PENINSULA**

	Date	Base Rate	VP & SHP	Union Funds	Member Funds		Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 41.61	4.16	6.59	12.88		65.24	0.51	65.75
	May 1, 2020	\$ 42.68	4.27	6.59	13.10		66.64	0.53	67.17
	May 1, 2021	\$ 43.76	4.38	6.59	13.31		68.04	0.55	68.59
Foreman (10%)	May 1, 2019	\$ 46.67	4.67	6.59	12.88		70.81	0.51	71.32
	May 1, 2020	\$ 47.95	4.80	6.59	13.10		72.44	0.53	72.97
	May 1, 2021	\$ 49.23	4.92	6.59	13.31		74.05	0.55	74.60
Foreman (15%)	May 1, 2019	\$ 49.20	4.92	6.59	12.88		73.59	0.51	74.10
	May 1, 2020	\$ 50.54	5.05	6.59	13.10		75.28	0.53	75.81
	May 1, 2021	\$ 51.88	5.19	6.59	13.31		76.97	0.55	77.52
						Other* Income			
Apprentices	May 1, 2019								
40% 1st Period		\$ 16.64	1.66	3.47	7.70	0.00	29.47	0.51	29.98
50% 2nd Period		\$ 20.81	2.08	4.12	7.70	0.72	35.43	0.51	35.94
60% 3rd Period		\$ 24.97	2.50	4.60	7.70	1.61	41.38	0.51	41.89
70% 4th Period		\$ 29.13	2.91	5.09	7.70	2.54	47.37	0.51	47.88
80% 5th Period		\$ 33.29	3.33	5.57	7.70	3.41	53.30	0.51	53.81
Apprentices	May 1, 2020								
40% 1st Period		\$ 17.07	1.71	3.55	7.70	0.00	30.03	0.53	30.56
50% 2nd Period		\$ 21.34	2.13	4.12	7.70	0.84	36.13	0.53	36.66
60% 3rd Period		\$ 25.61	2.56	4.60	7.70	1.75	42.22	0.53	42.75
70% 4th Period		\$ 29.88	2.99	5.09	7.70	2.69	48.35	0.53	48.88
80% 5th Period		\$ 34.14	3.41	5.57	7.70	3.60	54.42	0.53	54.95
Apprentices	May 1, 2021								
40% 1st Period		\$ 17.50	1.75	3.64	7.70	0.00	30.59	0.55	31.14
50% 2nd Period		\$ 21.88	2.19	4.12	7.70	0.94	36.83	0.55	37.38
60% 3rd Period		\$ 26.26	2.63	4.60	7.70	1.87	43.06	0.55	43.61
70% 4th Period		\$ 30.63	3.06	5.09	7.70	2.85	49.33	0.55	49.88
80% 5th Period		\$ 35.01	3.50	5.57	7.70	3.76	55.54	0.55	56.09

Each employee shall receive his/her Vacation and Statutory Holiday Pay weekly.

Breakdown of Member Funds: All Member Funds to be remitted on a total hour earned basis.

Health & Welfare: Journeyman	\$ 4.65
Health & Welfare: Apprentice	\$ 4.65
Pension: Journeyman	\$ 4.13 (\$ 4.35 effective May 1, 2020; \$ 4.56 effective May 1, 2021)
Pension: Apprentice	\$ 3.05
RRSP: Journeyman	\$ 4.10
RRSP: Apprentice	\$ 0.00

RRSP contributions are subject to CPP and EI; however, exempt from withholding Income Tax.

Breakdown of Union Funds: All Union Funds to be remitted on a total hours earned basis.

JEPP	\$ 0.10
Local Dues:	\$ 1.40
CCO:	\$ 0.20 (\$ 0.13 Organizing; General Fund \$ 0.06; OCS \$ 0.01)
Retirees Club:	\$ 0.05 (Journeyman only)

Economic Improvement Strategy (EIS)

May 1, 2019: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.77, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

May 1, 2020: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.85, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

May 1, 2021: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.94, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

**** Breakdown of ECA Fund:**

Association Fund: \$ 0.32 (plus HST), Bill 162 Fund \$ 0.03, OCS \$ 0.01, Education Fund \$ 0.15 (May 1, 2020 \$ 0.17; May 1, 2021 \$ 0.19)

Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay working dues and ECA Fund for a minimum of one hundred forty-four (144) hours per month.

Union Funds along with the Welfare and Pension Plan Confirmation and Member Data Report to be mailed to: Union Benefit Plan Services, 151 Frobisher Drive, Suite 220, Waterloo, ON, N2V 2C9

Online remitting is available through the Union Benefits D.C.T. program. Please contact IBEW Local 303 to register.

A Copy of the Member Data Report to be mailed to: IBEW Local Union 303, 4485 Kent Ave., Niagara Falls, Ontario, L2H 1J1 or it may be emailed to kim@ibewlocal303.com.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

**900 D.2 WAGES AND FRINGE BENEFITS - MAINTENANCE AGREEMENT
L.U. 303 - NIAGARA PENINSULA**

	Date	Base Rate	VP & SHP	Union* Funds	Member Funds		Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 37.45	3.74	6.59	12.88		60.66	0.51	61.17
	May 1, 2020	\$ 38.41	3.84	6.59	13.10		61.94	0.53	62.47
	May 1, 2021	\$ 39.38	3.94	6.59	13.31		63.22	0.55	63.77
Foreman (10%)	May 1, 2019	\$ 42.00	4.20	6.59	12.88		65.67	0.51	66.18
	May 1, 2020	\$ 43.16	4.32	6.59	13.10		67.17	0.53	67.70
	May 1, 2021	\$ 44.31	4.43	6.59	13.31		68.64	0.55	69.19
Foreman (15%)	May 1, 2019	\$ 44.28	4.43	6.59	12.88		68.18	0.51	68.69
	May 1, 2020	\$ 45.49	4.55	6.59	13.10		69.73	0.53	70.26
	May 1, 2021	\$ 46.69	4.67	6.59	13.31		71.26	0.55	71.81
Apprentices						Other			
40% 1st Period	May 1, 2019	\$ 14.98	1.50	3.39	7.70	0.08	27.65	0.51	28.16
50% 2nd Period		\$ 18.72	1.87	4.12	7.70	0.72	33.13	0.51	33.64
60% 3rd Period		\$ 22.47	2.25	4.60	7.70	1.61	38.63	0.51	39.14
70% 4th Period		\$ 26.21	2.62	5.09	7.70	2.54	44.16	0.51	44.67
80% 5th Period		\$ 29.96	3.00	5.57	7.70	3.41	49.64	0.51	50.15
Apprentices									
40% 1st Period	May 1, 2020	\$ 15.36	1.54	3.55	7.70	0.00	28.15	0.53	28.68
50% 2nd Period		\$ 19.21	1.92	4.12	7.70	0.84	33.79	0.53	34.32
60% 3rd Period		\$ 23.05	2.30	4.60	7.70	1.75	39.40	0.53	39.93
70% 4th Period		\$ 26.89	2.69	5.09	7.70	2.69	45.06	0.53	45.59
80% 5th Period		\$ 30.73	3.07	5.57	7.70	3.60	50.67	0.53	51.20
Apprentices									
40% 1st Period	May 1, 2021	\$ 15.75	1.58	3.64	7.70	0.00	28.67	0.55	29.22
50% 2nd Period		\$ 19.69	1.97	4.12	7.70	0.84	34.32	0.55	34.87
60% 3rd Period		\$ 23.63	2.36	4.60	7.70	1.87	40.16	0.55	40.71
70% 4th Period		\$ 27.57	2.76	5.09	7.70	2.85	45.97	0.55	46.52
80% 5th Period		\$ 31.51	3.15	5.57	7.70	3.76	51.69	0.55	52.24

Each employee shall receive his/her Vacation and Statutory Holiday Pay weekly.

Breakdown of Member Funds: All Member Funds to be remitted on a total hour earned basis.

Health & Welfare: Journeyman	\$ 4.65
Health & Welfare: Apprentice	\$ 4.65
Pension: Journeyman	\$ 4.13 (\$ 4.35 effective May 1, 2020; \$ 4.56 effective May 1, 2021)
Pension: Apprentice	\$ 3.05
RRSP: Journeyman	\$ 4.10
RRSP: Apprentice	\$ 0.00

RRSP contributions are subject to CPP and EI; however, exempt from withholding Income Tax.

Breakdown of Union Funds: All Union Funds to be remitted on a total hours earned basis.

JEPP	\$ 0.10
Local Dues:	\$ 1.40
CCO:	\$ 0.20 (\$ 0.13 Organizing; General Fund \$ 0.06; OCS \$ 0.01)
Retirees Club:	\$ 0.05 (Journeyman only)

Economic Improvement Strategy (EIS)

May 1, 2019: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.77, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

May 1, 2020: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.85, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

May 1, 2021: Journeyman: \$ 4.84, 1st Term Apprentice: \$ 1.94, 2nd Term: \$ 2.42, 3rd Term: \$ 2.90, 4th Term: \$ 3.39, 5th Term: \$ 3.87

**** Breakdown of ECA Fund:**

Association Fund: \$ 0.32 (plus HST), Bill 162 Fund \$ 0.03, OCS \$ 0.01, Education Fund \$ 0.15 (May 1, 2020 \$ 0.17; May 1, 2021 \$ 0.19)

Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay working dues and ECA Fund for a minimum of one hundred forty-four (144) hours per month.

Union Funds along with the Welfare and Pension Plan Confirmation and Member Data Report to be mailed to: Union Benefit Plan Services, 151 Frobisher Drive, Suite 220, Waterloo, ON, N2V 2C9

Online remitting is available through the Union Benefits D.C.T. program. Please contact IBEW Local 303 to register.

A Copy of the Member Data Report to be mailed to: IBEW Local Union 303, 4485 Kent Ave., Niagara Falls, Ontario, L2H 1J1 or it may be emailed to kim@ibewlocal303.com.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

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Clause 900 D.3

OTHER FUNDS

Payment of union dues and the association fund shall be as shown in Clauses 1001 and 1004.

Clause 900 D.4

VACATION AND STATUTORY HOLIDAY PAY

- (a) All Employees covered by this Agreement shall be required to take two (2) weeks' vacation each year which, by mutual consent, may be taken one (1) week at a time. In cases of hardship to the Employee, the compulsory vacation may be waived by the Union.
- (b) Vacation with pay shall be at the rate of four percent (4%) of an Employee's wages. An additional six percent (6%) shall be paid in lieu of statutory holiday pay for a total of ten percent (10%) of an Employee's wages. This shall be a percentage of the basic wage rates.
- (c) Vacation Pay and Statutory Holiday Pay shall be paid to Employees weekly.

Clause 900 D.5

On all underground mining and tunnelling work a \$1.20 per hour premium shall be paid in addition to any applicable rate of pay. UNDERGROUND is defined as: New underground construction, below a collar or head frame, having no open cut or cross street tie tunnels.

Clause 1000

HEALTH, WELFARE AND PENSION

All Contractors bound to this Agreement shall make the deductions and remit contributions per paid hour for all Employees covered by this Agreement to Local Union 303, IBEW Health & Welfare Plan and Pension Plan as established in writing by the Local Union 303 in accordance with the appropriate wage schedule. Up to date information as to the required deductions and remittances for the Local Union 303, IBEW Health and Welfare Plan and Pension Plan are available from the office of the Local Union 303 and the office of Niagara Peninsula ECA.

Local 303 agrees that Employers and their staff are eligible to participate in Local 303, I.B.E.W. Health & Welfare Plan.

These payments, complete with a statement, shall be remitted monthly to the Administrator designated by the Board of Trustees and are due in the Administrator's hands not later than the fifteenth (15th) of the month following.

Payments received by the Administrator after the due date shall be subject to an assessment of five percent (5%) of the amount due except that remittances bearing a postal cancellation stamp dated on or before the eighth (8th) day of the month shall not be subject to penalty. Postage meter date stamps will not be accepted.

A Board of Trustees shall be appointed by the Union to administer the plan on behalf of the members of Local Union 303 IBEW, and by the Employers to conform to the terms of Article 301 of the Trust Agreement.

Clause 1001

WORKING DUES

The Contractors bound to this Agreement shall deduct an amount established by the Local Union 303 per paid hour from each Employee who is working in Local 303's jurisdiction for Working Dues and remit these funds monthly along with Health & Welfare and Contractors Fund to the Administrator. Up to date information as to the required deductions and remittances for the Local Union 303 Working Dues are available from the office of the Local Union 303 and the office of Niagara Peninsula ECA.

Clause 1003

WAGE SECURITY

In the event that an Employer working under this Appendix to the Agreement is unable to meet his/her payroll obligations, a meeting of the Conference Board will be called to determine how best to deal with collecting wages and vacation pay from the defaulting Employer. If the full amount owing cannot be collected, Niagara Peninsula Electrical Contractors Association Inc. will pay the uncollected amount, up to a limit of \$10,000 in any one (1) calendar year, for defaulting Employers. This would be available only for member Contractors of N.P.E.C.A. Inc.

At the Conference Board meeting for the first case of default in any calendar year, the maximum amount to be paid for any one defaulting Employer must be established, and it shall be decided how other liabilities would be met, should there be other Contractor defaults.

IBEW member Employees who receive remuneration for wages and vacation pay from the Wage Security Fund shall assign the equivalent amount, or any portion of it that they receive, back to N.P.E.C.A. Inc.

Clause 1004

CONTRACTORS FUND

Employers shall contribute \$0.51 (\$0.53 effective May 1, 2020; \$0.55 May 1, 2021) per Employee paid hour to the Niagara Peninsula Electrical Contractors Association, Inc. (\$ 0.32 - Association Fund, \$0.03 Bill 162, \$0.01 OCS, \$0.15 (\$ 0.17 effective May 1, 2020; \$ 0.19 effective May 1, 2021) Education Fund). All Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay Contractors Fund for a minimum of one hundred and forty-four (144) hours per month.

The monies thus paid shall be known as the Contractors Fund and shall be used by the above Association for the advancement and promotion of the Electrical Industry as may be decided by the Directors of the Niagara Peninsula Electrical Contractors Association, Inc.

The contributions for the Contractors Fund shall be paid to the Administrator of the Health and Welfare Plan and shall be calculated on the total man hours as shown on the Employer's Contribution Report, and remitted at the same time as the Welfare Contributions. The Administrator shall keep Contractors Fund payments entirely separate from contributions to the Health & Welfare Fund, and remit the funds monthly to the Niagara Peninsula Electrical Contractors Association, Inc.

The Contractors Association shall reimburse the Administrator for costs involved in the monthly receipts and disbursements of the Contractors Fund.

Arrangements for the procedures and fees shall be made directly between the Contractors Association and the Administrator.

Clause 1005

BILL 162 FUND

The Administrator shall keep contributions to the Injured Workers Fund, Bill 162 Fund, separate from other funds and forward the contributions to Local 303's Health and Welfare Benefit Plan monthly.

Clause 1006

PAYMENTS

All required payments are to be made monthly by the fifteenth day of the following month, subject to damages calculated in the following manner:

Five percent (5%) for the first seven (7) days of delinquency, plus an additional

Four percent (4%) for next seven (7) days of delinquency, plus an additional

Three percent (3%) for the next seven (7) days of delinquency, plus an additional

Two percent (2%) for every month or part of month until all payments have been received.

All penalties to be compounded. Compounded penalty rate approximately 39.8% annually.

Local Union 303 will notify the N.P.E.C.A. of any delinquencies no later than the last day of the month in which the funds become due.

Clause 1007

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991, and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1008

EDUCATION FUND

Each Employer bound by this Agreement shall contribute \$0.15 (May 1, 2020 \$ 0.17; May 1, 2021 \$ 0.19) per paid hour to an Education Fund and shall remit such contributions to an Administrator designated by a Joint Board of Trustees. The Board of Trustees will consist of any equal number of representatives from Local 303 IBEW and N.P.E.C.A. members. The contributions will be used to support trade specific

Educational Programs for Local 303 IBEW Journeymen and Apprentices.

Expenditures from the Education Fund on behalf of a Journeyman or Apprentice will require an equal contribution from the Journeyman or Apprentice unless otherwise determined by the Joint Conference Board.

It is agreed that the following courses will be mandatory for IBEW Local 303 members: WHMIS, Working at Heights, First Aid/CPR, Tag & Lock Out and ESA Code plus other trade related courses approved by the Joint Conference Board which will be funded one hundred percent (100%) by the Education Fund in accordance with the Letter of Understanding executed on November 26th, 2015 "Re: Recognition of the IBEW as an Independent Training Facility", with the exception of time spent by Local 303 members and probationary members in Working at Heights training. It is also agreed that time spent taking the courses will not be compensated with the exception of Working at Heights training.

Clause 1100

JOB EXPENSES

A free travel zone within the following boundaries shall be established:

The westerly boundary of the free zone will be a straight line running generally north and south just west of Beamsville (about eight (8) kilometres west of Regional Road 24 - Old Townline) See: Map Appendix

This extends northerly to Lake Ontario at Grimsby Beach, and southerly to Lake Erie near Mohawk Point.

Clause 1101

- (a) The zone allowances shall be:

	May 1, 2019	May 1, 2020	May 1, 2021
0 - 8 km. beyond westerly boundary	\$ 27.24	\$27.74	\$ 28.24
8 - 16 km. beyond westerly boundary	\$ 28.40	\$ 28.90	\$ 29.40
16 - 24 km. beyond westerly boundary	\$ 29.55	\$ 30.05	\$ 30.55
- (b) All Contractors will have the same free travel zone and the same travel zones as shown above.
- (c) In any dispute regarding zone boundaries, the attached map shall rule (see: Map Appendix).

Clause 1102

- (a) Where Employees by arrangement are working on jobs out of the local area requiring being away from home overnight, reasonable living expenses as determined by the Employer shall be paid.
The minimum allowance per day shall be \$67.13 (\$68.63, May 1, 2020, \$70.13 May 1, 2021).
- (b) No more than eight (8) hours pay at straight time shall be paid in any twenty four (24) hour period, for travelling to a job by public transportation means. Travelling time by car in excess of eight (8) hours per day shall be paid at double the regular rate of pay.

Clause 1103

- (a) Where Employees by arrangement are requested to use their vehicles for transportation, they shall receive an allowance per kilometre from shop to job,

job to job and job to shop, with a minimum allowance of sixteen (16) kilometres. The allowance per kilometre shall be \$0.55 (\$0.56 as of May 1, 2020; \$0.57 as of May 1, 2020). Payment for a minimum of sixteen (16) kilometres shall be paid for any one trouble call when this occurs after normal working hours.

- (b) When Employees are required to report to a different job on the following day, they shall be notified before quitting time. Otherwise the Employer will arrange to obtain the Employee's tools and provide transportation to the new job site.

Clause 1104

PARKING

The Employer will provide vehicle parking. If the Employer cannot provide vehicle parking, a maximum of \$12.00 per day will be paid upon presentation of a validated parking receipt (metered parking is not an option in this Clause).

Clause 1105

When a Contractor specifies that a worker is required the same day, the worker will receive an extra one hour's pay for the same day call if he/she arrives within two (2) hours of the call.

Clause 1204

TOOL PROTECTION

The Company shall supply a suitable locked storage for the Employee's tools and equipment on the job. The Employee shall exercise the same responsibility for the Company's tools as he/she does for his/her own.

Should an Employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools, providing the Employee's tools were stored in a Company trailer, vehicle or job box as designated by the Company.

Clause 1500

RESIDENTIAL WORK

For information on the Residential Agreement, contact the offices of the N.P.E.C.A. or Local 303, IBEW.

Clause 1600

MAINTENANCE WORK - DESCRIPTION OF WORK

- (a) Maintenance work shall cover all work necessary to repair, refurbish, restore and relocate equipment, and to maintain existing facilities in a safe and efficient working condition, where such electrical work would be within the normal scope of work performed by the plant maintenance personnel.
- (b) The scope of this Maintenance Clause does not cover electrical work as follows:
- (1) New plant building expansion.
 - (2) Installation of machinery within a new building where such installation is concurrent with the construction of the building.

MAINTENANCE WORK – WAGES

Wage rates for maintenance work shall be:

- Days:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., 40 hours.
- Afternoons:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., +5% shift premium, 40 hours.
- Nights:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., +10% shift premium, 40 hours.

HOLIDAYS

All time worked on the following holidays shall be paid at the rate of double (2) time: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day.

It is understood and agreed that any of the above holidays may be observed on the same day as such holidays are observed by the owner/client forces.

WORK HOURS PER DAY AND OVERTIME

- (a) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work.
- (b) When shift work is required to provide twenty four (24) hour coverage the following would apply:
- Day shift will start at 8:00 a.m. and quit at 4:00 p.m.
Afternoon shift will start at 4:00 p.m. and quit at 12:00 midnight. A shift premium of 5% (5 percent) per hour shall apply to this shift.
Night shift will start at 12:00 midnight and quit at 8:00 a.m. A shift premium of 10% (10 percent) per hour shall apply to this shift.
Each shift will be paid the eight (8) hours.
The starting and quitting times of any shift, including day work may be changed by mutual consent of the job superintendent and the Union Representative or at a pre job conference.
- (c) All time worked before and after the established work day of eight (8) hours Monday through Friday shall be paid at the rate of time and one half for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time.
All time worked on Saturdays up to a maximum of twelve (12) hours will be paid for at the rate of time and one half. Any additional hours worked beyond twelve (12) hours shall be paid at the rate of double time.
All time worked on Sundays and holidays shall be paid for at the rate of double time.
- (d) Any provisions regarding minimum number of days to establish shifts are not applicable under this Agreement. No Employee shall be permitted to work on more than one (1) shift in twenty four (24) hours.

Clause 1601

COMMERCIAL AND INSTITUTIONAL WORK

- (a) Commercial and Institutional work is defined as electrical work on a commercial or institutional project 5,000 (five thousand) man hours or less at time of bid.
- (b) Work covered under item (a) above shall be performed under the same rates and conditions as for Clause 1600 – Maintenance Work.
- (c) When an individual electrical contract on a commercial or institutional project exceeds 5,000 (five thousand) manhours at time of bid, all work will be done at the construction rate.
- (d) Contractors working under this Clause of the Agreement must, in all cases, notify the Local ECA office and the office of IBEW Local 303 prior to beginning the work. Failure to do so will lead to a Grievance Procedure.

Clause 1907

WELDERS

The Contractor shall supply for welders and their helpers, approved leathers, masks or respirators, coveralls or special protective clothing, and cheater glasses as may be required.

LETTER OF UNDERSTANDING

RE: SAFETY GLASSES

Each Employee will supply himself with the first pair of CSAO approved prescription safety glasses similar to or equal to Guardian IV #1500 safety glasses with side shields, non-metallic frames and safety stamped lenses. Any requirements by an Owner/Client other than the above will be provided by the Contractor through the Niagara Peninsula Electrical Contractors Association Inc. (N.P.E.C.A.), telephone 905-688-0376.

Subject to sub-paragraph (3) the cost of replacing safety glasses due to optical changes will be paid by N.P.E.C.A., provided the optician, prior to supplying the glasses has contacted N.P.E.C.A. by telephone or otherwise and received verbal approval. The maximum for reimbursement will be \$235.00 per placement effective May 1, 2019 and \$245.00 effective May 1, 2020 and \$255.00 May 1, 2021.

Frequency of replacement due to optical changes shall not be more often than once (1) every two (2) years.

Glasses damaged or broken during the course of normal work procedures are to be replaced by the Contractor or through the Contractor by the Workplace Safety & Insurance Board (WSIB).

LETTER OF UNDERSTANDING

RE: PAYROLL

Prior to April 30, 2000, the Contractors will revise their payroll system so that cumulative totals of all deductions made on behalf of each Employee, while in their employ, are shown on the weekly pay stubs.

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LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING

RE: CERTIFICATE OF QUALIFICATION/COLLEGE OF TRADES REGISTRATION/TRAINING

Language Revised February 19, 2013

IBEW Local 303 will only dispatch journeypersons and apprentices who hold a current 309A Certificate of Qualification or Apprenticeship card and possess a current Registration and are in good standing in the Ontario College of Trades or its subsequent legislated successor.

IBEW Local 303 will only dispatch those Local 303 journeypersons and apprentices that have current mandatory training as indicated in Clause 1008, subject to availability and schedule of training.

The employer shall have the right to not hire or remove any worker from his employ immediately upon determination that the worker is in violation of the College of Trades registration or its subsequent legislated successor.

IBEW Local 303 reserves the right to remove from the employer any member who is non-compliant with Clause 1008. The contractor and member will be given 5 business days' notice to complete the training or register for the appropriate training in a timely manner. Failure to attend the scheduled training session will result in the immediate removal of the member from the job.

LETTER OF UNDERSTANDING

RE: PERFORMANCE/DISCIPLINE POLICY

Supplementary Rules of Conduct for Apprentices, Probationary Apprentices and Pre-Apprentices are added to the Performance Discipline Policy. A Performance/Discipline Policy has been developed.

LETTER OF UNDERSTANDING

RE: SECTION 700 B – HIRING

The name hired member must have been on the out of work list for one (1) calendar week immediately prior to hiring. This one (1) week condition does not apply to Foremen. The Business Manager shall have the discretion to waive the one (1) week condition for any other members. There shall be no "banking" of name hired calls so that any Contractor not utilizing its full name hire allowance shall not be permitted to include the unused portion of such allowance when hiring at a later date. The ETJB will be empowered to develop necessary mechanisms to prevent abuse.

LETTER OF UNDERSTANDING

RE: SECTION 702 C – NON-RESIDENT CONTRACTORS

The name hired member must have been on the out of work list for one (1) calendar week immediately prior to hiring. This one (1) week condition does not apply to Foremen. The Business Manager shall have the discretion to waive the one (1) week condition for any other member. Any IBEW member being assigned into the jurisdiction of another Local Union must have been employed by the Contractor in the bargaining unit for a period not less than four (4) weeks immediately prior to travelling to the job where the work is to be performed, unless a lesser period is agreeable with the host Local Union. This member must also be able to verify employment through his/her pay stubs. There shall be no "banking" of name hired calls so that any Contractor not utilizing its full name hire allowance shall not be permitted to include the unused portion of such allowance when hiring at a later date. The ETJB will be empowered to develop necessary mechanisms to prevent abuses.

SECTION 22 - LOCAL APPENDIX - L.U. 353 – GREATER TORONTO

Clause 602

FOREMEN

On all jobs requiring four (4) or more Employees, one (1) shall be designated as Foreman by the Employer. One (1) Foreman shall not supervise more than twenty (20) Employees. On jobs requiring a Foreman, Employees are not to take direction or accept the layout of any job from anyone except the Foreman. Foremen must be members of the IBEW unless otherwise approved by the Local Union Business Manager.

Employees from another work site shall not displace employees on a job where overtime is being performed unless the work is distinct and specialized from the ongoing work on that particular site.

Clause 800

REGULAR HOURS

The regular hours of work in Greater Toronto shall be seven and one-half (7 1/2) hours per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday inclusive. In the area defined within Clause 1104 Downtown Allowance, the start time may be adjusted to 6:30 a.m. with permission of the Business Manager.

The regular starting location for all projects and work sites shall be one (1) common designated location.

In Greater Toronto, on mutual agreement of the Contractor and Business Manager the above noted hours may be worked as stipulated or as four (4) eight (8) hour days (Monday to Thursday) with the remaining five and one-half (5 1/2) hours worked on Friday. On Friday a twenty (20) minute meal period will be taken at the midpoint of the work period in lieu of a work break and a one-half (1/2) hour meal period.

In Greater Toronto on mutual agreement of the Contractor and Business Manager there is an option to work four (4) nine (9) hour days, five (5) days coverage, if project permits.

If a holiday, as set in the Agreement, is observed during the normal work week, all Employees may work the remaining four (4) days of that particular week at straight time rates; provided that this provision does not apply on a project where the Contractor is working five (5) eight (8) hour days with regularly scheduled overtime work on Friday afternoons.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 801B

LUNCH PERIOD

Lunch period shall be one half hour (1/2) taken between 11:00 am and 1:00 pm.

Clause 803

WORK BREAKS

In addition to those breaks stipulated under Clause 803 "Work Breaks" of the Provincial Section (blue pages) of the Collective Agreement, for those employees required to work required to work in excess of nine (9) hours or more, a ten (10) minute rest period will be allotted prior to the end of the regular shift before the commencement of overtime. No premium is paid if the break is not taken.

If workers on a scheduled nine (9) hour regular work day are required to work overtime, a ten (10) minute rest period will be provided at the end of the regular shift prior to the commencement of overtime.

Clause 808

SHIFTS

1. Work at any time of the day or night between 11:00 p.m. Sunday and 1:00 a.m. of the Saturday of the same week, other than the regular day shift, shall be considered shift work. A minimum of six (6) hours work with seven hours pay at the premium rate shall be considered a shift (premium rate: 120% of the wage package).
2. A shift may be no more than seven (7) hours per day unless overtime rates are paid.
3. A Contractor may work a 4-day 9-hour per day shift with permission from the Local Union Business Manager (premium rate: 120% of wage package).
4. The premium rate for a shift is pay at 120% of wage package.
5. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean twenty-four (24) hours from the commencement of the day shift for the job. All shifts to be arranged so that workmen shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the Employees on the job where practical to do so.
6. Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.
7. When Employees are requested to standby on weekends or statutory holidays, and are not called out for work during that time, they will be paid one (1) hour of double (2) time for each day of standby. If called out for work during these days, the standby pay will not be paid for the day on which the Employee was called out for a minimum of one (1) hour. When workers are requested to be on standby, Monday through Friday, they will be paid one (1) hour at straight time for each day of standby.

**900 E.1 WAGES AND FRINGE BENEFITS - ICI / HIGH-RISE RESIDENTIAL AGREEMENT
L.U. 353 - GREATER TORONTO**

	Date	Base Rate	* V.P. & S.H.P.	** R.R.S.P.	*** Union Funds	Wage Package	**** ECA Fund	Total Package
Journeyman	May 1, 2019	\$ 45.17	4.52	1.35	15.48	66.52	0.40	66.92
	May 1, 2020	\$ 46.41	4.64	1.39	15.48	67.92	0.40	68.32
	May 1, 2021	\$ 47.65	4.77	1.42	15.48	69.32	0.40	69.72
Foreman	May 1, 2019	\$ 51.95	5.20	1.56	15.70	74.41	0.40	74.81
115	May 1, 2020	\$ 53.37	5.34	1.60	15.70	76.01	0.40	76.41
	May 1, 2021	\$ 54.80	5.48	1.64	15.70	77.62	0.40	78.02
Apprentices	May 1, 2019							
Pre-Apprentices		\$ 15.81	1.58	0.47	4.93	+ 22.79	0.40	23.19
40% 1st Period		\$ 18.07	1.81	0.54	9.49	29.91	0.40	30.31
50% 2nd Period		\$ 22.59	2.26	0.68	10.45	35.98	0.40	36.38
60% 3rd Period		\$ 27.10	2.71	0.81	11.41	42.03	0.40	42.43
70% 4th Period		\$ 31.62	3.16	0.95	12.38	48.11	0.40	48.51
80% 5th Period		\$ 36.14	3.61	1.08	13.34	54.17	0.40	54.57
G.E.O. (Section 17)		\$ 40.65	4.07	1.22	15.13	61.07	0.40	61.47
Apprentices	May 1, 2020							
Pre-Apprentice		\$ 16.24	1.62	0.49	4.93	+ 23.28	0.40	23.68
40% 1st Period		\$ 18.56	1.86	0.56	9.49	30.47	0.40	30.87
50% 2nd Period		\$ 23.21	2.32	0.70	10.45	36.68	0.40	37.08
60% 3rd Period		\$ 27.85	2.79	0.84	11.41	42.89	0.40	43.29
70% 4th Period		\$ 32.49	3.25	0.97	12.38	49.09	0.40	49.49
80% 5th Period		\$ 37.13	3.71	1.11	13.34	55.29	0.40	55.69
G.E.O. (Section 17)		\$ 41.77	4.18	1.25	15.13	62.33	0.40	62.73
Apprentices	May 1, 2021							
Pre-Apprentices		\$ 16.68	1.67	0.50	4.93	+ 23.78	0.40	24.18
40% 1st Period		\$ 19.06	1.91	0.57	9.49	31.03	0.40	31.43
50% 2nd Period		\$ 23.83	2.38	0.71	10.45	37.37	0.40	37.77
60% 3rd Period		\$ 28.59	2.86	0.86	11.41	43.72	0.40	44.12
70% 4th Period		\$ 33.36	3.34	1.00	12.38	50.08	0.40	50.48
80% 5th Period		\$ 38.12	3.81	1.14	13.34	56.41	0.40	56.81
G.E.O. (Section 17)		\$ 42.89	4.29	1.29	15.13	63.60	0.40	64.00

* V.P./S.H.P. Vacation Pay and Statutory Holiday Pay is 10% of base rate.

** R.R.S.P. 3% of base rate.

***** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 4.31

Pension - \$ 8.24 (Pro-rated for Apprentices: 1st Term: \$ 3.30; 2nd Term: \$ 4.12; 3rd Term: \$ 4.94, 4th Term: 5.77; 5th Term: \$ 6.59; GEO: \$ 8.24)

Other Funds - \$ 0.51 (Education Fund - \$ 0.38, Sports, Entertainment & Retirees - \$ 0.09, Promotion - \$ 0.04),

CCO Fund - \$ 0.20, SUB Fund - \$ 0.27, Union Dues Journeyman & Foreman - \$ 0.45,

Union Dues Apprentices and all other classifications - \$ 0.24, JEPP - \$ 0.10 (include 13% HST with remittance)

Market Recovery/Stabilization Fund - \$ 1.40 (Pro-rated for Foremen: \$ 1.62)

(Pro-rated for Apprentices: 1st Term: \$ 0.56; 2nd Term: \$ 0.70; 3rd Term: \$ 0.84, 4th Term: 0.98; 5th Term: \$ 1.12; GEO: \$ 1.26)

May 1, 2020 Same as May 1, 2019

May 1, 2021 Same as May 1, 2019

+Pre-Apprentice Union Funds include: Health and Welfare - \$ 4.31, Education and Training Fund - \$ 0.38, Union Dues \$ 0.24

****** Breakdown of ECA Fund:**

May 1, 2019: Greater Toronto ECA - \$ 0.40 (\$ 0.31, ECAO \$ 0.08, Bill 158 Fund \$ 0.01)

May 1, 2020 Same as May 1, 2019

May 1, 2021 Same as May 1, 2019

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

**900 E.2. (B) WAGES AND FRINGE BENEFITS – SHIFTS
L.U. 353 - GREATER TORONTO**

	Date	Base Rate	* V.P. & S.H.P.	** R.R.S.P.	*** Union Funds	Wage Package	**** ECA Fund	Total Package
Journeyman	May 1, 2019	\$ 54.19	5.42	1.63	18.58	79.82	0.40	80.22
	May 1, 2020	\$ 55.68	5.57	1.67	18.58	81.50	0.40	81.90
	May 1, 2021	\$ 57.17	5.72	1.71	18.58	83.18	0.40	83.58
Foreman 115	May 1, 2019	\$ 62.32	6.23	1.87	18.83	89.25	0.40	89.65
	May 1, 2020	\$ 64.03	6.40	1.92	18.83	91.18	0.40	91.58
	May 1, 2021	\$ 65.75	6.58	1.97	18.83	93.13	0.40	93.53
Pre-Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period GEO (Section 17)	May 1, 2019	\$ 18.97	1.90	0.57	5.92	+ 27.36	0.40	27.76
		\$ 21.68	2.17	0.65	11.39	35.89	0.40	36.29
		\$ 27.10	2.71	0.81	12.55	43.17	0.40	43.57
		\$ 32.51	3.25	0.98	13.70	50.44	0.40	50.84
		\$ 37.93	3.79	1.14	14.86	57.72	0.40	58.12
		\$ 43.35	4.34	1.30	16.01	65.00	0.40	65.40
		\$ 48.77	4.88	1.46	18.16	73.27	0.40	73.67
Pre-Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period GEO (Section 17)	May 1, 2020	\$ 19.49	1.95	0.58	5.92	+ 27.94	0.40	28.34
		\$ 22.27	2.23	0.67	11.39	36.56	0.40	36.96
		\$ 27.84	2.78	0.84	12.55	44.01	0.40	44.41
		\$ 33.41	3.34	1.00	13.70	51.45	0.40	51.85
		\$ 38.98	3.90	1.17	14.86	58.91	0.40	59.31
		\$ 44.54	4.45	1.34	16.01	66.34	0.40	66.74
		\$ 50.11	5.01	1.50	18.16	74.78	0.40	75.18
Pre-Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period GEO (Section 17)	May 1, 2021	\$ 20.01	2.00	0.60	5.92	+ 28.53	0.40	28.93
		\$ 22.87	2.29	0.69	11.39	37.24	0.40	37.64
		\$ 28.59	2.86	0.86	12.55	44.86	0.40	45.26
		\$ 34.30	3.43	1.03	13.70	52.46	0.40	52.86
		\$ 40.02	4.00	1.20	14.86	60.08	0.40	60.48
		\$ 45.74	4.57	1.37	16.01	67.69	0.40	68.09
		\$ 51.45	5.15	1.54	18.16	76.30	0.40	76.70

* V.P./S.H.P. Vacation Pay and Statutory Holiday Pay is 10% of base rate.

** R.R.S.P. 3% of base rate.

***** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 5.17

Pension - \$ 9.89 (Pro-rated for Apprentices: 1st Term: \$ 3.96; 2nd Term: \$ 4.95; 3rd Term: \$ 5.93, 4th Term: 6.92; 5th Term: \$ 7.91; GEO: \$ 9.89)

Other Funds - \$ 0.62 (Education Fund - \$ 0.46, Sports, Entertainment & Retirees - \$ 0.11, Promotion - \$ 0.05),

CCO Fund - \$ 0.24, SUB Fund - \$ 0.32, Union Dues Journeyman & Foreman - \$ 0.54,

Union Dues Apprentices and all other classifications - \$ 0.29, JEPP - \$ 0.12 (include 13% HST with remittance)

Market Recovery/Stabilization Fund – \$ 1.68

(Pro-rated for Apprentices: 1st Term: \$ 0.67; 2nd Term: \$ 0.84; 3rd Term: \$ 1.01, 4th Term: 1.18; 5th Term: \$ 1.34; GEO: \$ 1.51)

(Pro-rated for Foremen \$ 1.93)

May 1, 2020 Same as May 1, 2019

May 1, 2021 Same as May 1, 2019

+Pre-Apprentice Union Funds include:

May 1, 2018 Health & Welfare - \$ 5.17, Education and Training Fund - \$ 0.46, Union Dues - \$0.29

****** Breakdown of ECA Fund:**

May 1, 2019: Greater Toronto ECA - \$ 0.40 (\$ 0.31, ECAO \$ 0.08, Bill 158 Fund \$ 0.01)

May 1, 2020 Same as May 1, 2019

May 1, 2021 Same as May 1, 2019

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.



Clause 900 E.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

These shall be paid as described in Clause 1000.

Clause 900 E.4

OTHER FUNDS

PRE-APPRENTICES ONLY

Pre-Apprentices will contribute only to the following funds: Health & Welfare, R.R.S.P., Education, Training, Union Dues and E.C.A.

These shall be paid as described in Clause 1000.

Clause 1000

HEALTH & WELFARE

(a) The Company shall pay to a Welfare Fund \$4.31 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator and shall be used to provide and purchase the welfare benefits for the Employees and their families. These monies shall be paid monthly to a Trust Administrator who shall disburse these funds in accordance with the following schedule: \$ 4.26 in general benefits; and \$ 0.05 in Retiree Death Benefits.

It is agreed that the Contractors may put Employees on temporary layoff provided that Health & Welfare contributions at the rate of one hundred and fifty (150) hours X \$4.00 per month are paid. Such Employees would be eligible for recall to their last Employer only and would also be eligible for EI benefits.

(b) Vacation pay to be paid out weekly to the Employee effective May 1, 2004.

(c) Three percent (3%) of wages shall be paid each Employee in the form of an RRSP. These monies shall be paid monthly to a Trust Administrator.

(d) The Company shall pay to a Pension Fund \$ 8.24 per hour for each hour earned by each hourly rated Employee covered by the terms of this Agreement. These monies shall be paid monthly to a Trust Administrator.

The pension contributions for Apprentices shall be prorated as per Clause 900.

(e) The Company shall pay to a SUB Fund \$0.27 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator.

(f) The Company shall pay to Other Funds \$0.51 per hour for each hour earned by each hourly rated Journeyman, Foreman, and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator who shall disburse these funds in accordance with the following schedule: \$0.38 Education and Training Fund; \$0.09 Sports, Entertainment and Retirees Fund; and \$0.04 Local Union 353 Promotional Fund.

(g) In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.20

(\$0.04 General, \$0.15 Organizing, \$0.01 Bill 158) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

(h) The Company shall remit \$0.45 per hour for each hour earned by each hourly rated Journeyman and Foreman employed by the Company, and \$0.24 per hour for each hour earned by hourly rated Apprentices and all other classifications employed by the Company as Union Dues. These monies shall be paid monthly to a Trust Administrator.

(i) The Company shall pay to the Market Recovery/Stabilization Fund \$ 1.40 per hour earned by each hourly rated Journeyman and a pro-rated amount for all other classifications (i.e. Foreman 1.15 x \$ 1.40, Apprentices 0.40 through 0.80 X \$ 1.40). These monies will be paid monthly to a Trust Administrator.

(j) The Company shall contribute Employer's Association Dues in the amount of \$0.40 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator who shall pay the amount collected to the Greater Toronto Electrical Contractors Association on the thirtieth (30th) day of the month for the general operation of the Association.

(k) Owner/Operators who are signatory to the Agreement and who perform bargaining work must contribute to all of the following funds on their own behalf: Health and Welfare, RRSP, and Pension. The Owner/Operator must contribute to all three funds. Contributions to Health and Welfare, RRSP and Pension are capped at a maximum of 1800 per house per calendar year and the contribution rate shall be the same hourly rate as set out in Clause 900 E.1 through 1002 inclusive. Owner/Operators that participate in the Health and Welfare Fund shall not be entitled to any Short Term or Long Term Disability benefits from the fund.

Owner/Operator that contribute to the Health and Welfare, RRSP and Pension must also contribute to all other funds for a minimum of 150 hours per month in the amounts and manner described in Clause 900 E.1. through 1002 inclusive.

Clause 1001

(a) The Welfare, Pension, SUB Funds and Training Trust Fund shall be jointly trusted by the Local Union and the Greater Toronto Electrical Contractors Association.

(b) Each Employer shall remit payments and reports for the Welfare Fund, RRSP Fund, Pension Fund, IBEW CCO Fund, SUB Fund, Other Funds, Union Dues, Training Trust Fund, Market Recovery/Stabilization Fund and Association Dues prior to or on the twentieth (20th) day of the month following the month in which the hours were worked. Late payments are subject to an interest charge of \$0.08 for each hundred dollars outstanding for each day after the due date twentieth (20th) payable to the fund or funds involved (29.2% per annum). In the event that an Employer fails to remit the required payment(s) by the thirtieth (30th) day of the month, a grievance

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shall be filed requiring payment of all remittances due and/or as well as interest retroactive to the twenty first (21st) day of the month in accordance with the time limits prescribed in Clause 1309 of the Provincial Section of the Agreement.

An Employer, who on two or more occasions in the past twelve months, or any new Employer that has on least one occasion during its initial twenty-four (24) months of being bound to this Agreement, has failed to remit the required payment(s) by the fifteenth (15th) day of the month following the original remittance date, shall be deemed to be a persistently delinquent employer ("Persistently Delinquent Employer").

It is agreed that a Persistently Delinquent Employer, in addition to paying any outstanding payments and penalties forthwith, shall be required, upon ten days written notice by the Administrator, to post a bond or cash equivalent with the Administrator in the amount of two times their last month's paid remittance (the "Required Amount").

The Administrator shall have the right to apply the bond or cash equivalent to any outstanding payments and penalties and to require the Persistently Delinquent Employer to replenish the bond or cash equivalent to the Required Amount. This bonding requirement applies to a Persistently Delinquent Employer in addition to and notwithstanding any other remedy available against a Persistently Delinquent Employer under the Principal Agreement or otherwise. A Persistently Delinquent Employer who, having posted the required bond or cash equivalent, remits the required payment (s) each month as and when due for a period of twelve consecutive months or more shall cease to be a Persistently Delinquent Employer and the bond shall be relinquished or the cash equivalent returned to the Employer.

The employees of a Persistently Delinquent Employer, who has not posted and maintained the required bond or cash equivalent as required, shall be notified by the Administrator of the circumstances and be informed that, if the required bond or cash equivalent is not posted or maintained by their Employer immediately, they will be at risk of losing their benefit entitlements under the Plan.

In the event that the Administrator receives a cash equivalent rather than a bond from the Persistently Delinquent Employer, the Administrator shall deposit the cash into a separate interest bearing account with a chartered bank, trust company or credit union and the interest on those funds shall be added to and form part of the Required Amount to be held by the Administrator.

In the event of the insolvency or bankruptcy of the Persistently Delinquent Employer, the bond or cash equivalent held by the Administrator shall be deemed to have been held in trust on account of the required payments, paid in advance for employees of the Persistently Delinquent Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Persistently Delinquent Employer for which the Administrator has not received any of the

required payments and the Administrator shall be entitled to apply the bond or cash equivalent to any outstanding payments.

- (c) Payments for Welfare, Pension Fund, RRSP Fund, IBEW CCO Fund, SUB Funds, Other Funds, Union Dues, Training Trust Fund, Market Recovery/Stabilization Fund and Association Dues are to be reported on one form but the amounts are to be shown separately. The forms shall be supplied by the Administrator but must be satisfactory to the Company and shall be similar to the present Employer's Contribution Report.
- (d) Upon receipt of the monthly contributions for the above funds, the Trust Administrator shall separate the monies and disburse them on the thirtieth (30th) day of the month in which they are received. Distribution shall be as follows:
 - (1) Welfare payments to the Local Union 353 Welfare Fund.
 - (2) RRSP contributions to Local Union 353 Group RRSP Fund.
 - (3) Pension contributions to Local Union 353 IBEW Pension Fund.
 - (4) The IBEW CCO contribution to the IBEW CCO Fund.
 - (5) The SUB Fund payments to the Local Union 353 SUB Fund.
 - (6) Other Funds payments to the Local Union 353 Education and Training Fund, the Local Union 353 Promotional Fund, and the Local Union 353 IBEW Sports Fund.
 - (7) The Market Recover/Stabilization Fund payment to the Market Recovery Fund
 - (8) The Union Dues payments to Local Union 353, IBEW.
 - (9) Association Dues payments to the Greater Toronto Electrical Contractors Association.
 - (10) These payments shall be forwarded to the designated parties together with a list of the Employees and the payments being made to each fund based on the hours earned by such Employees.
 - (11) The responsibility of the Welfare Fund in regard to the Association Dues shall be limited to receiving and disbursing those dues in accordance with the information set out in the report forms.
- (e) The Association's payments to the Administrator to cover the cost of receiving and disbursing the Association Dues shall be established periodically by the Trustees. The cost of collecting delinquent payments will be allocated between the Funds and Dues on a pro-rata basis. If payment of the Association Dues is withheld by the Union for any reason for a period of over thirty (30) days from the due date of payment, the Welfare, RRSP, Pension, IBEW CCO Fund, SUB Fund, Other Funds, Union Dues, Training Trust Fund, Industry Stabilization Fund, Market Recovery Fund and Association Dues for each ensuing month shall be paid by the Employers to a Trust Company until the Association Dues are released.

The Greater Toronto Electrical Contractors Association or Local Union 353 shall have immediate recourse to the Grievance and Arbitration Procedure to secure payment of any monies outstanding, including any claim for liquidated damages.

A yearly audited financial statement and monthly financial information in the form of a copy of the computer printout, shall be provided promptly to the Association.

- (f) An independent Auditor, mutually approved by the Union and the Company, may be appointed to audit the books and records of Employers but only as they relate to payroll.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Trust Administrator for the JEPP. The Trust Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Trust Administrator.

Clause 1003

OFF STANDARD JOBS

Any off standard job conditions shall be referred to the Conference Board.

Clause 1004

SAFETY AND PERSONAL CONDUCT

The use of intoxicating liquors and drugs (not prescribed by a physician) on a job or during working hours including rest or lunch periods, may be sufficient cause for dismissal. In the event that an Employee arrives at the job at the start of his/her working day under the influence of intoxicating liquor or drugs, that Employee shall be sent home and the Union Business Representative and Company advised immediately of the action taken. A second occurrence shall be sufficient cause for dismissal.

Clause 1100

TRAVELLING ALLOWANCES

Toronto East and Toronto North
Refer to Letter of Understanding

Toronto South

When employment is outside the area bounded by the Pickering Town Line in the east, the Regional Municipality of York Regional Road No. 25 on the north to Highway No. 50, Highway No. 50 on the west, south to Highway No. 7 then west on Highway No. 7 to Highway No. 10 and south on Highway No. 10 to Lake Ontario but within the jurisdiction of the Union as it existed on June 29, 2012, mileage at the

rate of \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre shall be paid to each Employee from the above boundary to the job and return.

Clause 1101

Toronto South

Employees requested to travel out of the jurisdiction of Local Union 353 shall be paid transportation costs and travelling time to and from such jobs and shall be paid a minimum board allowance of \$93.48 (\$ 94.98 May 1, 2020; \$ 96.48 May 1, 2021) per overnight stay. If adequate accommodations are not available for \$93.48 (\$ 94.98 May 1, 2020; \$ 96.48 May 1, 2021) per overnight stay, legitimate vouchered expenses will be honoured. The Company shall advance a reasonable sum of money for expenses and accommodations.

Clause 1102

Toronto South

Where licences are required in addition to the Certificate of Qualification or permit fees are required, the Company shall reimburse the Employee for the cost of same.

Clause 1103

Toronto South

Employees requested to use their vehicles for the convenience of the Employer shall be reimbursed at the rate of \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre and shall be reimbursed for parking fees paid out during such periods. In addition to the Employee's tools the amount of material and equipment carried in the Employee's vehicle shall be limited to what could be carried in a normal size tool hand box.

Clause 1104

DOWNTOWN ALLOWANCE

Toronto South

Union members working in the downtown core shall be paid \$17.75 (\$ 18.50 May 1, 2020; \$ 19.00 May 1, 2021) as an allowance for personal travel and transportation costs, excluding those using company vehicles. The downtown core is defined as the area bounded by the east side of Keele Street running south until it becomes Parkside Drive on the west, the south side of Steeles Avenue on the north and the Don Valley Parkway south to Lakeshore Avenue east to Leslie, then south to the lake on the east.

Clause 1500

RESIDENTIAL APARTMENT HOUSE WORK

Scope

This Section is intended to cover residential construction only. The working conditions, hours of work and other terms contained herein shall apply to inside and outside electrical construction work performed by the Contractor within the property lines of apartment buildings and residences built within the jurisdictional area of the Union.

Clause 1501

TOTALLY RESIDENTIAL

A totally residential building or complex of buildings is one in which every feature of design and purpose pertains to the providing of residential living quarters and is restricted solely to tenants in residence and has no other feature intended for commerce, business or service for gain. To this type of totally residential building or complex of buildings this Section shall apply.

Clause 1502

PRIMARILY RESIDENTIAL

A primarily residential building or complex of buildings is one that although most of the features of design and purpose pertain to the providing of residential living quarters and are restricted to tenants in residence, does have other features which are intended for commerce, business or service for gain. To this type of primarily residential building or complex of buildings this Section shall apply only under the following conditions: Those features intended for the purpose of commerce, business or service for gain, which are supplements or adjuncts, or a free standing building within the complex of buildings, for that purpose and thereby differentiate between a totally residential building or complex of buildings and a primarily residential building or complex of buildings, as defined herein, shall not be more than fifteen (15%) percent of the entire floor area of the building or complex of buildings.

Any free standing commercial building within the complex of buildings which is tendered at a date other than the tender call date for the residential buildings within the complex shall be excluded from the conditions of this Section.

Clause 1503

HOURS OF WORK

- (a) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- (b) Daily starting and stopping times may be adjusted up to one (1) hour earlier and one (1) hour later when agreeable to the Company and the Local Union Business Manager.

Clause 1504

CLASSIFICATION

Employees shall be classified in accordance with their employment, that is if they are employed on residential or apartment house work, they shall work under the terms of this Section. Employees classified as residential shall work on residential work only.

Clause 1505

Employees engaged on work other than residences and apartment houses may be transferred to residential and apartment house work.

Clause 1506

STARTING PLACE

Practice shall be in accordance with procedures in the ICI Sector.

Clause 1507

EXCLUSIONS

It is agreed and understood that Clauses relating to Job Stewards contained in the Principal Agreement shall not apply to apartment house work.

On Projects covered by this section, the designated Union Representative may appoint a job steward for a project. The job steward must be a current employee of the Contractor who has been in continuous employment with the Contractor for a minimum of two years.

The Contractor shall be notified in writing when the job steward has been appointed. The Job Steward will be responsible for his/her regularly assigned work on behalf of the Contractor.

The Job Steward shall not be discriminated against nor suffer any recrimination as a result of his/her performing these functions. The Job Steward shall be offered the opportunity to share in the overtime on the site on which he/she is working. Such Stewards shall be allowed sufficient time to perform their duties.

On specified projects the Job Steward may be laid off when the crew on the project is reduced to 4 or less employees.

Clause 1508

INCLUSIONS

The Clauses in the Principal Agreement shall apply to this Section save and except where they are specifically amended or excluded by the Clauses in this Section.

Clause 1600

MAINTENANCE

Clause 1801

APPRENTICE RATIO

The Apprenticeship ratio shall be as follows:

- 1 to the Shop
- 1 for every three (3) Journeymen members of IBEW, L.U. 353 hired thereafter.

Ratios to be applicable to the shop only. Apprentices shall not be permitted to work alone.

When laid off, Apprentices will receive his/her hours of Record of Employment.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, and heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.



LETTER OF UNDERSTANDING

Re: Joint Apprenticeship Council

The parties agree that the responsibility of the JAC is to supply a sufficient number of new apprentices. In order to meet this responsibility, the ECAT/Local 353 Local Joint Conference Board agrees to recruit and dispatch 150 new first term apprentices through the JAC in 1998. The Local Joint Conference Board will meet in September 1998, 1999 etc. to establish the appropriate intake for the following calendar year.

In view of the large demand for new apprentices, candidates with a Grade 12 diploma and previous experience of 6 months or more with the sponsoring contractor in construction (i.e. cable installer, groundman, utilityman, summer help etc.) shall be accepted into apprenticeship program with a sponsoring contractor. The Contractors agree that they shall be responsible to graduate the apprentices indentured to them (i.e. 5 year commitment) as per previous memorandum December 1994. Should specific courses be required by these candidates (i.e. Physics, Chemistry, etc.) they will be provided by the JAC and successfully completed by the candidate, prior to starting his/her apprenticeship. All candidates must receive a score of 4 or greater on the National Apprenticeship Test.

Signed in Toronto this 30th Day of January 1998.

For the Electrical Contractors Association of Toronto:

George Docherty
Eryl Roberts

For the IBEW Local Union 353:

Joe Fashion
Bob Gill

LETTER OF UNDERSTANDING

February 7, 2001

ECAT and Local Union 353 agree to define sponsorship, entry level requirements and number of new entrants based on a pending consultant's report in a letter of understanding to be incorporated in the Principal Agreement.

ECAT and Local Union 353 agree to incorporate the appropriate language drafted by the Health & Welfare Benefit Plan's legal counsel to cover "delinquencies" to be incorporated into the Greater Toronto Appendix.

ECAT and Local Union 353 agree to establish a sub-committee under the Local Joint Conference Board to review Maintenance Agreements in the mechanical trades in Greater Toronto and to make recommendations to the LJCB on improving consistency with the Greater Toronto Maintenance Agreement.

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geo-graphic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.
- (f) When applying for Market Recover, under special circumstances a Contractor may request, and the Business Manager may grant, exemption from hiring quotas.
- (g) A contractor being found in contravention of any provision of the Principal Agreement of these Local Appendices shall forfeit any further assistance of the amending provisions of all Memorandum of Local Amendments awarded to said Contractor.

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LETTER OF UNDERSTANDING

IBEW Local Union 353 agrees to appoint at least one designated Union Representative for residential apartment house work. ECAT and IBEW Local Union 353 will co-operate in assisting the Designated Union Representative to work with the Contractors and Union Members in monitoring the administration of the agreement for residential apartment house work.

ECAT and IBEW Local Union 353 agree to conduct a yearly analysis of the market share of IBEW Contractors doing residential apartment house work. At such time any mutually agreed changes may be implemented.

LETTER OF UNDERSTANDING

April 3, 2003

ELECTRICAL CONTRACTORS ASSOCIATION OF TORONTO AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 353

On a motion moved by Joe Fashion and seconded by George Docherty that the Local Joint Conference Board has this day, Thursday, April 3rd, 2003 adopted the following procedures that the Joint Apprenticeship Council is to apply to company sponsored apprentices.

1. Sponsored apprentices who are already employed by a member contractor will be treated the same as an organized apprentice, in other words, they will have priority in the dispatch system.
2. Sponsored apprentices who are not already employed by the member contractor will be accepted chronologically along with applicants who are not sponsored, and shall be subject to the Joint Apprenticeship Council rules and procedures.
3. The local Joint Conference Board shall meet annually to set the number of new intakes and at that time set a cap on the number of sponsored apprentices.

This motion is deemed to be part of the Local Appendices of the Collective Agreement.

DATED IN TORONTO: APRIL 3, 2003

For the IBEW, Local Union 353
Joe Fashion
Business Manager

For the ECAO
George Docherty



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LETTER OF UNDERSTANDING

April 3, 2003

ELECTRICAL CONTRACTORS ASSOCIATION OF TORONTO AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 353

On a motion moved by Joe Fashion, Business Manager and seconded by George Docherty as the Electrical Trade Bargaining Agency Representative, the Local Joint Conference Board has this day, Thursday, April 3, 2003, adopted the Rules and Procedures that will apply to the Pre-Apprenticeship Programme.

The Pre-Apprenticeship Programme shall be administered as per the Memorandum of Agreement between the International Brotherhood of Electrical Workers/Construction Council of Ontario and the Electrical Trades Bargaining Agency and in conjunction with the R.J. Sparks Consulting Inc. report dated August 2001 and titled "Building the Future of the Electrical Trade in Toronto – a Renewal Plan for the Joint Apprenticeship Council".

Specifically, it is agreed that all new applications for apprenticeship shall access the apprenticeship programme as a pre-apprentice for a maximum period of 1,800 hours, and upon successful completion of this pre-apprenticeship, can proceed into a fully indentured apprenticeship.

The pre-apprentice shall carry out all the duties similar to an indentured apprentice, to permit a proper evaluation of his/her suitability to proceed into an indentured apprenticeship.

This motion is deemed to be part of the Local Appendices of the Collective Agreement.

DATED IN TORONTO: APRIL 3, 2003

For the IBEW, Local Union 353
Joe Fashion
Business Manager

For the ECAO
George Docherty

LETTER OF UNDERSTANDING

April 3, 2003

ELECTRICAL CONTRACTORS ASSOCIATION OF TORONTO AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 353

On a motion moved by George Docherty, seconded by Joe Fashion, the Local Joint Conference Board has this day, Thursday, April 3, 2003, amended Article 7 of the Memorandum of Agreement regarding the Ontario Electrical Industry Pre-Apprentice Proposal to include an RRSP of 3% of base rate plus vacation pay, local union health & welfare, education, training and working dues funds, and ECA funds effective May 1, 2003

This motion is deemed to be part of the Local Appendices of the Collective Agreement.

DATED IN TORONTO: APRIL 3, 2003

For the IBEW, Local Union 353
Joe Fashion
Business Manager

For the ECAO
George Docherty

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LETTER OF UNDERSTANDING

April 14, 2010

JOINT APPRENTICESHIP COUNCIL

WHERE AS the responsibility of the Joint Apprenticeship Council (JAC) is to supply a sufficient number of new apprentices:

AND WHEREAS in furtherance of its responsibility, the JAC has developed a financial assistance program to induce candidates to successfully complete their apprenticeship;

It is hereby agreed that the JAC, at the initiative of, for the benefit of and in concert with, the members of the Greater Toronto Electrical Contractors Association, undertakes to provide financial assistance to each apprentice as follows:

- i. Payment of tuition for first-time enrolment in each of the three consecutive terms of trade school;
- ii. Provide one (1) new Ontario Electrical Safety Code book to each apprentice upon the release of each new edition;
- iii. Payment of a bursary of \$350 upon successful completion of each of the three (3) consecutive terms of trade school; and
- iv. Payment of an award of \$650 to each apprentice who passes the Red Seal Examination on the first try.
- v. Payment of an additional award of \$350 to each apprentice who passes the Red Seal Examination with a score of 80% or greater on the first try.

DATED IN TORONTO: JULY 16, 2010

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty

LETTER OF UNDERSTANDING

June 7, 2012

LOCAL 353 TRAINING FUND

The parties agree to re-instate the collection of \$0.05 on the existing wage package for the purposes of providing WHMIS and basic Fall Arrest training (does not include site specific training), to new hires prior to dispatch.

- 1. Contractors placing a dispatch request can expect that the new hire, once dispatched, will provide proof of current WHMIS and Fall Arrest Training.
- 2. Should new hires report to site without valid proof of training, contractors will have the option to send the new hire back to dispatch in order to receive the training, without reprisal.

DATED IN TORONTO: JUNE 7, 2012

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty



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LETTER OF UNDERSTANDING

June 7, 2012

Re: The Transition of former IBEW Local Unions 894 and 1739 into Local 353:

The Greater Toronto Electrical Contractors Association and IBEW Local Union 353 agree effective June 30, 2012 to June 30, 2014:

Contractors based in the Regional Municipality of York and Peel and that portion of Dufferin County east of Highway #10 and south of Highway #9 and is part of the Town of Orangeville, and that portion of the Regional Municipality of Halton east of the eight concession line south of Highway #401 to Lake Ontario and Municipality of Metro Toronto (former Local 353) and will be considered non-resident when they work in:

353 North:

Barrie and Orillia, all of Simcoe County and the District Municipality of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the County of Parry Sound, except the portion of Simcoe County east of Lake Simcoe and Lake Couchiching.

353 East:

Durham Region, Northumberland, Victoria, Peterborough and Haliburton Counties in the Province of Ontario, and that portion of Simcoe County east of Lake Simcoe and Lake Couchiching.

When a contractor in the 353 jurisdiction puts a call for workers for projects in 353 north and 353 east, the Union will refer 353 members, and 353 east or 353 north members on a 50/50 ration in the respective geographic area.

The non-resident contractor employing its existing workforce in 353 north or 353 east must consult the Local 353 before commencing the work to ensure its workforce is in compliance with the following Chart

# Required	Existing Crew	353 North Member	Name Hire of 353 North Member	# Required	Existing Crew	353 North Member	Name Hire of 353 North Member
1	1	0		1	1	0	
2	2	0		2	2	0	
3	2	1		3	2	1	
4	3	1		4	3	1	
5	4	1		5	4	1	
6	4	2		6	4	2	
7	5	2		7	5	2	
8	6	2		8	6	2	
9	6	2	1	9	6	2	1
10	7	2	1	10	7	2	1
11	8	2	1	11	8	2	1
12	8	3	1	12	8	3	1
13	9	3	1	13	9	3	1
14	10	3	1	14	10	3	1
15	10	3	2	15	10	3	2
16	11	3	2	16	11	3	2
17	12	3	2	17	12	3	2
18	12	4	2	18	12	4	2
19	13	4	2	19	13	4	2
20	14	4	2	20	14	4	2

This chart will apply after making allowance for the first electrical representative under Section 702 A and the next current 353 member under Section 702 B of the Principal Agreement for each job or project

If 353 north and 353 east members are not available then these ratios do not apply.

In laying off employees to whom the above ratios applies non-resident contractors must maintain the minimum one-third (1/3) ratio.

Other contractors in the above geographic scope would be required to maintain a 50/50 ratio when laying off as per the referral.

DATED IN TORONTO: JUNE 7, 2012

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty

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LETTER OF UNDERSTANDING

June 30, 2012

(Revised: May 1, 2016)

Re: Travel Allowances: Toronto East

TRAVEL ALLOWANCES (Toronto East)

For the purposes of fairness, with the newly constituted jurisdictional area of Local 353, it is agreed and understood that:

It is agreed that in Durham Region, Northumberland, Victoria, Peterborough and Halliburton Counties in the Province of Ontario, and that portion of Simcoe County east of Lake Simcoe and Lake Couchiching ("Toronto East"), this Letter of Understanding added to the Local Union 353 Appendix and the following provisions will apply in lieu of clauses 1100, 1101 and 1103 of Local Union 353's Appendix:

Clause 1100 E (Toronto East)

TRAVEL COMPENSATION

It is the intent of this Clause that Employees should receive travel compensation for travel time and costs when requested to report to work at starting time outside the agreed free travel areas. Employees shall pay their own travel costs from home to job and return within the job is within the free travel areas as later defined. When an Employee is requested to use his own vehicle for the convenience of the Employer, such use shall be compensated for.

Clause 1101 E: (Toronto East)

One free travel zone to be everything inside these boundaries:

Commencing at Lake Ontario and Courtice Road; north on Courtice Road to Mitchells Corner (Taunton Road); thence west to Road No.15 (Pickell Road) north on Road No. 15 (Pickell Road) to 7th Line Road of Darlington Township; thence west on 7th Line of Darlington Township to 6th Line of Durham Region; thence west on Concession 6 Ontario County to Highway No. 7 at Brooklin; thence on Highway No. 7 to Greenwood (Westney Road); thence south on Westney Road to Highway 401 (MacDonald Cartier Freeway); thence west on 401 to Duffins Creek (Pickering); thence south along Duffins Creek to Lake Ontario. The southern boundaries are consisting of Lake Ontario.

Clause 1102 E: (Toronto East)

The other free travel zone consists of everything within a sixteen (16) kilometer radius of Peterborough City Hall.

Clause 1103 E: (Toronto East)

Travel arrangements for larger projects not covered in Clause 1101 and 1102 shall be as agreed to by the Business Manager and Labour Management Committee. These conditions and rates shall be agreed to prior to the closing date of the electrical tender.

Clause 1104 E: (Toronto East)

All territory outside these two (2) free travel zones and within the jurisdictional boundaries defined by the International Brotherhood of Electrical Workers and south of a line from Vansickle to Port Bolster to be paid at the rate of \$ 28.97 (\$ 29.47 May 1, 2020, \$ 29.97 May 1, 2021) per day worked as travel allowance.

Clause 1105 E: (Toronto East)

All territory north of this line (from Vansickle to Port Bolster) and within the jurisdictional boundaries defined by the International Brotherhood of Electrical Workers to be paid \$ 115.15 (\$ 116.65 May 1, 2020; \$ 118.15 May 1, 2021) per day worked as a Board Allowance as a maximum board allowance upon remitted receipts.

Clause 1106 E: (Toronto East)

When an Employer requests an Employee to travel from office to job or between jobs in the free zones for the convenience of the Employer he/she shall pay the Employee \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per kilometre, a minimum of \$2.00 per day and shall also be reimbursed for parking fees paid out during such period. No Employer without consent of the Employee shall request that the Employee carry in his vehicle the Contractor's material or equipment to a maximum of one hundred (100) lbs. Employer is required to carry non-owned vehicle insurance.

Clause 1107 E: (Toronto East)

PARKING REIMBURSEMENT

On new construction projects only, where parking is not provided by the Contractor, the Contractor shall reimburse the worker for parking expenses to a maximum amount of \$20.00 upon submission of receipts.

DATED IN TORONTO: JUNE 7, 2012

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty

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LETTER OF UNDERSTANDING

June 30, 2012

(Revised: May 1, 2016)

Re: Travel Allowances: Toronto North

TRAVEL ALLOWANCES (Toronto North)

For the purposes of fairness, with the newly constituted jurisdictional are of Local 353, it is agreed and understood that:

It is further agreed that in Barrie and Orillia, all of Simcoe County and the District Municipality of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall, and Hagerman in the County of Parry Sound, except the portion of Simcoe County east of Lake Simcoe and Lake Couchiching ("Toronto North"), this Letter of Understanding is added to the Local Union 353 Appendix and the following provisions will apply in lieu of Clauses 1100, 1101 and 1103 of Local Union 353's Appendix:

Clause 1100 N: (Toronto North)

ROOM & BOARD

In the county of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the District of Parry Sound the rate paid shall be \$ 72.13 (\$ 73.63 May 1, 2020, \$ 75.13 May 1, 2021) per day room and board.

Clause 1101 N: (Toronto North)

TRAVEL ALLOWANCE

In Simcoe County travel allowance shall be paid on the following basis:

- a) There shall be a free zone around the city of Barrie as defined on the attached map (see Map Appendix). In addition, a free travel zone of sixteen (16) kilometer radius from Barrie City Hall on all jobs under \$250,000 total electrical.
- b) There shall be a free zone around the City of Orillia to be applied on jobs valued at \$250,000 or less total electrical, as defined on the attached map (see Map Appendix).
- c) There shall be a free zone around the towns of Midland and Penetang on jobs valued at \$250,000 or less total electrical as defined on the attached map (see Map Appendix).
- d) There shall be a free zone around the town of Collingwood on jobs valued at \$250,000 or less total electrical. The boundaries around Collingwood shall be:
West Boundary-Town Line to Highway 34, north to Nottawasaga Bay and south to Road 41.
South Boundary-Road 41 west to Highway 34 east to Nottawasaga Bay.
- e) All travel to and from outside the free zones specified above, shall be paid for at the rate of \$0.55 per kilometre to a maximum of \$ 29.13 per day (\$ 0.56 May 1, 2020 per kilometre to a maximum of \$ 29.63 per day) (\$ 0.57 May 1, 2021 per kilometre to a maximum of \$ 30.13)

boundaries can be adjusted by mutual consent of the Contractors and the Union.

1102 N: North Toronto

When a company requests an Employee to travel other than is necessary in his normal course of employment, the Company shall pay the Employee \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per kilometre and any parking fees paid during such period.

1103 N: North Toronto

In addition to the Employee's tools, the amount of material and equipment carried in the Employee's vehicle shall be limited to the amount that can be carried in a normal sized tool hand box.

1104 N: North Toronto

If adequate accommodations are not available for the above rates of board per day then legitimate vouchered expenses will be honoured. The Company shall advance a reasonable sum of money for expenses and accommodations.

Clause 1105N: North Toronto

With consent of the Union, the Contractors and the Union agree to give economic consideration when bidding jobs at Canadian Forces Base Borden.

DATED IN TORONTO: JUNE 7, 2012

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty

LETTER OF UNDERSTANDING

January 7, 2019

Re: Communications Scope

WHEREAS, the parties understand and agree that rapidly changing technology in the Communications industry requires a revision of the scope of work performed under the Communications Agreement in Local 353.

AND WHEREAS the parties agree to give effect to this agreement in the form of a Local Area Amendment to the Communication Agreement as part of the Principal Agreement and the Local Union Appendix thereto.

AND WHEREAS the parties agree that the amendments listed herein will come into force and effect on May 1, 2019.

SECTION 2 - SCOPE

The work covered by this agreement shall include the installation, testing, service and maintenance of all VDV systems which utilize the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.

I. This agreement specifically includes the following work:

A. SOUND AND VOICE

1. Background/foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse Call Systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Sound and musical entertainment system
10. RF systems
11. Antennas and wave guide

Renovation work performed on existing nurse call systems, radio page systems and school intercom/sound systems that are non-IP based are to be excluded.

B. TELEVISION AND VIDEO SYSTEMS

1. TV monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card Access systems
4. Access control systems
5. Sonar/infrared monitoring equipment

For work performed on these systems, rough-in to be performed by Electrician classification with low-voltage cabling installed by communications worker.

D. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (INTHE "SCOPE")

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory control systems
4. Digital data systems
5. Broadband and baseband and carriers
6. Point-of-sale systems
7. VSAT data systems
8. Data communication systems
9. RF and remote-control systems

E. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR-TYPE RACEWAYS AND LADDER RACK INTENDED EXCLUSIVELY FOR THE ABOVE-LISTED SYSTEMS

II. The agreement specifically excludes the following work:

- (a) Raceways systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this agreement except for those listed in Item I(E) above. Chases, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.
- (b) The complete installation of non-integrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the

multipurpose integrated system if so connected shall not be a part of this agreement.

- (c) Life safety systems (not intrinsic to nurse call systems listed in Item I(A) above shall be excluded from this agreement.
- (d) SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the "Scope").

The parties will give consideration to the above exclusions if the system is modified by changes in technology. To eliminate confusion regarding the interpretation of the Scope of Work covered by this Agreement, the parties hereto agree to establish a Scope Review Committee. The Committee shall meet at such times as deemed necessary by the parties.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this Agreement. In the event of a dispute over the Scope of Work, all grievances or questions in dispute shall be handled in accordance with Section 1300 of the Principal Agreement.

SECTION 22 - LOCAL APPENDIX - L.U. 402 - THUNDER BAY

Clause 602

FOREMEN

- (a) A Sub-Foreman shall be a qualified Journeyman Electrician having a valid Ontario Certificate of Qualification and Union Certificate who is in charge of three (3) or more men and assumes responsibility for all men under him/her for a period of ten (10) days or longer. No Sub-Foreman shall be in charge of more than one (1) job at any given time.
- (b) On all projects having ten (10) or more Employees, one man shall be designated as a fifteen percent (15%) Foreman by the Contractor. One Foreman shall not supervise more than twenty (20) employees on any project. No Foreman shall be required to work with tools after there are ten (10) employees working under his/her supervision, other than in cases of emergency or for instructional purposes. All foremen shall have in their possession a valid supervisory safety certificate.
- (c) When a Foreman is appointed by his/her Employer, his/her rate of pay shall be fifteen percent (15%) above Journeyman wage rate.
- (d) When a Project with more than ten (10) men appoints the position of Foreman/Sub-Foreman, the contractor shall notify the Local Union office within 48 hours of appointment. This equally applies when a Foreman/Sub-Foreman is reduced to a regular employee/worker.

Clause 800

COMPRESSED WORK WEEK

By mutual agreement of the Union and the Contractor the normal compressed work week shall be Monday to Thursday; however, when job conditions dictate Monday to Friday coverage, a portion of the crew may be required to work a compressed week of Tuesday to Friday to cover these conditions.

Any Holiday will be considered a premium time day, in the event the Holiday falls on Monday or Friday. This would leave a balance of a thirty (30) hour work week, i.e. three (3) - ten (10) hour days.

This Article to be implemented for a three (3) year period and to be reviewed April 30, 2002 and April 30, 2003, at which time either Party may terminate this Article or mutually amend it.

When a project is on a 4-10's compressed work week and unscheduled overtime is required by a contractor and the employee works two (2) additional hours past the ten (10) hour shift, the employee shall receive an additional one half (1/2) hour paid meal period at the overtime rate and meal provided by the contractor. After each additional four (4) hours is worked, the employee shall receive a one half (1/2) hour meal period at the overtime rate and meal, provided overtime is required beyond that four (4) hour period.

REGULAR HOURS

The regular hours of work in Thunder Bay shall be eight (8) hours per day between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. Monday through Friday inclusive.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 803

WORK BREAKS

In addition to those breaks stipulated under Clause 803 – Work Breaks in the Principal Section of the Collective Agreement, for those Employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the regular shift before the commencement of overtime work. No premium paid if break is not taken.

Clause 808

SHIFTS

1. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean from 8:00 a.m. to 8:00 a.m.
2. Shifts to work at any time of the day or night between 12:01 a.m. Monday and midnight Friday of the same week where two (2) or three (3) shifts are employed. A shift commencing at 8:00 a.m. shall work the regular eight (8) hours for eight (8) hours pay. A shift commencing any time between 4:00 p.m. and 7:00 p.m. shall work seven (7) hours for eight (8) hours pay. A shift commencing any time between 11:00 p.m. and 2:00 a.m. shall work six (6) hours for eight (8) hours pay. No shifts to start at any other time. Work shall be classed as shift work when two (2) days of shifts are worked.
3. When due to the nature of the work and when the Employee has not worked his normal day shift, the Contractor may require the Employee to work either an evening or midnight shift. When this is necessary, the Contractor agrees to obtain permission of the Business Manager, and the rate of pay, seven (7) hours work for eight (8) hours pay shall apply.

**900 F.1 (A) WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 402 - THUNDER BAY**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total*** Package
Journeyman	May 1, 2019	\$ 48.03	4.80	11.68	64.51	0.71	65.22
	May 1, 2020	\$ 49.30	4.93	11.68	65.91	0.71	66.62
	May 1, 2021	\$ 50.57	5.06	11.68	67.31	0.71	68.02
Sub-Foreman (7%)	May 1, 2019	\$ 51.39	5.14	12.17	68.70	0.71	69.41
	May 1, 2020	\$ 52.75	5.28	12.17	70.20	0.71	70.91
	May 1, 2021	\$ 54.11	5.41	12.17	71.69	0.71	72.40
Foreman (15%)	May 1, 2019	\$ 55.23	5.52	12.73	73.48	0.71	74.19
	May 1, 2020	\$ 56.70	5.67	12.73	75.10	0.71	75.81
	May 1, 2021	\$ 58.16	5.82	12.73	76.71	0.71	77.42
Apprentices	May 1, 2019						
40% 1st Period		\$ 19.21	1.92	7.18	28.31	0.71	29.02
50% 2nd Period		\$ 24.02	2.40	7.93	34.35	0.71	35.06
60% 3rd Period		\$ 28.82	2.88	8.68	40.38	0.71	41.09
70% 4th Period		\$ 33.62	3.36	9.43	46.41	0.71	47.12
80% 5th Period		\$ 38.42	3.84	10.18	52.44	0.71	53.15
Apprentices	May 1, 2020						
40% 1st Period		\$ 19.72	1.97	7.18	28.87	0.71	29.58
50% 2nd Period		\$ 24.65	2.47	7.93	35.05	0.71	35.76
60% 3rd Period		\$ 29.58	2.96	8.68	41.22	0.71	41.93
70% 4th Period		\$ 34.51	3.45	9.43	47.39	0.71	48.10
80% 5th Period		\$ 39.44	3.94	10.18	53.56	0.71	54.27
Apprentices	May 1, 2021						
40% 1st Period		\$ 20.23	2.02	7.18	29.43	0.71	30.14
50% 2nd Period		\$ 25.29	2.53	7.93	35.75	0.71	36.46
60% 3rd Period		\$ 30.42	3.04	8.68	42.14	0.71	42.85
70% 4th Period		\$ 35.40	3.54	9.43	48.37	0.71	49.08
80% 5th Period		\$ 40.47	4.05	10.18	54.70	0.71	55.41

*** Breakdown of Union Funds:**

Health and Insurance - \$ 2.30, CCO Fund - \$ 0.20, Education - \$ 0.04, Defence Fund - \$ 0.02, JEPP - \$ 0.10 (include 13% HST with remittance), Entertainment Fund - \$ 0.02, Training Centre Fund - \$ 0.50
RRSP as per Agreement – Journeyman: \$ 8.00 Sub-Foreman: \$ 8.49, Foreman: \$ 9.05,
Apprentices: 1st - \$ 3.80, 2nd - \$ 4.50, 3rd - \$ 5.20, 4th - \$ 5.90, 5th - \$ 6.60
Stabilization Fund – \$ 0.50 (Apprentices: 1st \$ 0.20, 2nd \$ 0.25, 3rd \$ 0.30, 4th \$ 0.35, 5th \$ 0.40)

**** Breakdown of ECA Funds:**

ECA TB: \$ 0.16 (\$ 0.15 May 1, 2017; \$ 0.14 May 1, 2018) (include 13% HST)
ECAO: \$ 0.08 (\$ 0.09 May 1, 2017; \$ 0.10 May 1, 2018) (include 13% HST)
Bill 158: \$ 0.01
Training Fund: \$ 0.46

*** This does not include the \$ 0.04 per hour earned contribution to the Electrical Industry Education Trust Fund as specified in Clause 1004.

NOTE:

1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
2. A Union Dues check-off of \$ 46.70 (\$47.70 January 1, 2020; \$ 48.70 January 1, 2021) is to be deducted from wages in the second period of each month.
3. Work assessment in the amount of two percent (2%) of gross wages is to be deducted weekly from each employee referred from Local Union 402 Hall.

Clause 900 F.2

WAGES AND FRINGE BENEFITS - RESIDENTIAL L.U. 402 - THUNDER BAY

For information on the Residential Agreement Wages and Benefits, contact the offices of either the ECA Thunder Bay or Local 402, IBEW.

Clause 900 F.3

HEIGHT PAY

All work performed at a height of forty (40) feet or more above the permanent floor on scaffolding, staging or ladders will be paid at the rate of time and one half (1 1/2) the applicable rate for each hour worked. Mechanical lifts or verified engineered platforms to be excluded from high time premium.

Clause 900 F.4

DUES CHECKOFF

The Contractor agrees to deduct monthly from the pay of each Employee his/her respective union dues and forward same monthly to the Financial Secretary of the Union. The deduction for union dues shall be taken from the second pay period of the month.

Clause 900 F.5

WORK ASSESSMENT

It is agreed that, as a condition of employment, regardless if Employee is a member of the IBEW or not, if an Employee is referred from Local Union 402 all deductions for work assessment are to be made weekly, with no consideration to the number of hours that the Employee may have worked during this pay period. The Employer further agrees to submit to the Local Union Office all deductions with a list of the Employees not later than the fifteenth (15th) day of the following month in which the deductions have been made.

Clause 900 F.6

VACATION AND STATUTORY HOLIDAY PAY

Each Employee shall receive his/her Vacation and Statutory Holiday Pay weekly.

Clause 900 F.7

OTHER FUNDS

For payment of other funds, refer to Clauses 1000, 1001, 1002, 1003, 1004, 1004 (b) and 1005.

Clause 1000

HEALTH & INSURANCE PLAN

The Company contributes \$2.30 for each hour earned by each hourly rated Employee of the Employer for the Health & Insurance Plan. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

Union Benefits
151 Frobisher Drive, Suite E-220
Waterloo, Ontario N2V 2C9

It is further agreed that these contributions will be administered by the Trustees, composed of a Board of Trustees (the Board to be comprised of two (2) Union Representatives and

two (2) Company Representatives), to provide weekly indemnity and insurance plan for all members of Local 402, International Brotherhood of Electrical Workers and such other purposes as the Trustees from time to time may deem to be in the interest of the members' welfare.

The Employer shall report to the Administration Office (on a prescribed form) of the Health & Insurance Plan all new Employees and information pertaining to same.

Clause 1001

PENSION/RRSP

The Company shall contribute \$ 8.00 for each hour earned by each hourly rated Employee of the Employer for the Pension/RRSP Trust Fund. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

THE ADMINISTRATOR OF UNION FUNDS
910 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

Clause 1002

CCO FUND

In the same manner as the Health & Insurance Plan the Company shall contribute \$0.20 (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158) per hour earned to the IBEW Construction Council of Ontario Fund. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the month following to:

THE ADMINISTRATOR OF UNION FUNDS
910 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

All income tax assessed against the IBEW Construction Council Fund shall be paid by said CCO Fund.

Clause 1003

CONTRACTORS ASSOCIATION FUND

Each Contractor shall contribute \$ 0.71 per hour earned plus HST to the Electrical Contractors Association of Thunder Bay. (This includes the \$ 0.03 per hour contribution to the Bill 162 Fund, to cover the continuation of benefits.)

Payments to be calculated monthly and remitted (on a prescribed form), by the fifteenth (15th) day of the month following to:

THE ADMINISTRATOR OF E.C.A. FUND
910 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

All contributions made to this Fund shall be used for the promotion, expansion and protection of the Electrical Industry and at no time may any of the contributions be used in any way to the detriment of the Union or any of its members.

Any income tax assessed against the Electrical Contractors Association of Thunder Bay Fund shall be paid by said Association Fund.

Clause 1004

EDUCATION TRUST FUND

The Employer shall contribute \$ 0.04 per hour earned to the Electrical Industry Education Trust Fund. An additional \$ 0.04 per hour earned shall be deducted from the hourly wage package of each Employee covered by this Agreement.

These funds will also be directed to the Electrical Industry Education Trust Fund consisting of two (2) Contractor Representatives, and two (2) IBEW Local Union 402 Representatives. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

Union Benefits
151 Frobisher Drive, Suite E-220
Waterloo, Ontario N2V 2C9

Clause 1004 B

LOCAL UNION 402 DEFENCE FUND

It is agreed that as a condition of employment, if an Employee is referred from Local Union 402, regardless if the Employee is a member of the IBEW or not, each Employee shall contribute \$ 0.02 per hour earned to the Local Union 402 Defence Fund. These funds shall be combined with the Education Trust Fund contribution amounts, for the purpose of remittance. Disbursement of the Local Union 402 Defence Fund contribution amount to the Local Union office shall be conducted by the Administrator of the Education Trust Fund monies. Payments to be calculated monthly and remitted along with, and in the same fashion, as stipulated in Clause 1004 Education Trust Fund.

Clause 1005

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of Union Benefits and Association Funds, the Contractor shall remit \$ 0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1006

SAFETY & PERSONAL CONDUCT

The use of intoxicating liquors and drugs (not prescribed by a physician) on a job or during working hours including rest or lunch periods may be sufficient cause for dismissal.

In the event that an Employee arrives to the job under the influence of intoxicating liquors or drugs, that Employee shall be sent off the job site and the Union Business Representative and Company advised of the action taken.

Clause 1007

LATE REMITTANCE PENALTIES

Remittances for Union or Benefit Funds, which are due by the fifteenth (15th) and not received by the twenty-fifth (25th) day of the month following that in which the hours are worked, shall be considered overdue. Overdue payments shall be subject to an immediate ten percent (10%) assessment on the gross amount of such fund(s) and an additional

ten percent (10%) assessment shall be levied for each thirty (30) days thereafter.

Clause 1008

STABILIZATION FUND

In the same manner as the Union benefits and on the same form the Company shall remit \$ 0.50 per hour paid to the Administrator who will in turn remit all monies to the IBEW Local 402 Stabilization Trust Fund. Stabilization Grants from the IBEW Local 402 Stabilization Trust Fund shall be way of Memorandum of Local Amendment pursuant to the Market Recovery Program set out in the Letter of Understanding to this Local Appendix.

Clause 1009

ENTERTAINMENT FUND

In the same manner as the Union benefits and on the same form the Company shall remit \$ 0.02 per hour paid to the Administrator who, in turn, will remit all monies to the IBEW Local 402 Entertainment Trust Fund. All contributions to this fund shall be used for Union entertainment function purposes.

Clause 1010

OWNERS/OPERATORS

Owner/Operators whom are signatory to this Agreement and who perform bargaining unit work shall contribute two percent (2%) work assessment based a minimum of one hundred and sixty (160) hours per month of a Journeyman's gross wage, plus the applicable ECATB/ECAO funds.

Clause 1100

EXPENSE ALLOWANCE

Commuting Allowance

No Employee covered by this Agreement will as a condition of employment be obligated to use his/her own motor vehicle on Company business. However, if an Employee uses his/her own motor vehicle to transport himself to a job away from the shop with the consent of the Contractor, he/she shall be allowed \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre. He shall also carry in his motor vehicle any assistant to such job.

Clause 1101

TRAVELLING ALLOWANCE

- (a) Where an Employee is required to commute daily from Thunder Bay to a job site outside the city limits, he/she shall receive as travel allowance 0.94 minutes per kilometre at his regular hourly rate. The workman shall be on the job at regular starting time and work a full shift. Mileage is to be computed from Thunder Bay city limits and return.
- (b) Where an Employee is required to commute daily, on other instances, out of the City of Thunder Bay, mileage will be computed from the designated post office to within one hundred (100) metres of the designated work area, and paid as in paragraph (a).
- (c) Any job site situated more than eight (8) kilometres from the city limits may be paid under this Article, or as weekly Board Allowance under Article 1102, at the option of the Employer.

- (d) Where transportation is not provided by the Employer, the Employee shall receive \$0.55 (\$0.56 May 1, 2020; \$0.57 May 1, 2021) per kilometre transportation allowance in lieu thereof.
- (e) When an Employee is instructed by the Employer to report to a job location which necessitates transportation and travelling time, he/she shall be paid transportation cost and travel allowance in accordance with Clause 1101, paragraphs (a) and (d).
The Employee shall be compensated at his single hourly rate not exceeding eight (8) hours per day for such travelling time, plus all applicable benefits.
- (f) **Wraps** - The cost of transportation to and from the job shall be paid every thirty (30) days worked, plus wages for the appropriate time allowance. This shall be paid whether or not the Employee actually returns to Thunder Bay.
This is to be paid at the same time normal wages are paid for the day on which the thirtieth (30th) falls.
- (g) An Employee shall also be entitled to return transportation and travel time if:
 - (1) he/she has been laid off;
 - (2) the job has been completed;
 - (3) if he/she has been displaced by a bump.
- (h) **Bumping** - Where travel time and mileage are involved the person being immediately displaced because of enacting a bump under Section 7, shall receive travel and mileage as per Local Appendix Clause 1101 G. The workman instituting the action shall not be entitled to initial time and mileage. This shall only apply if there is an immediate displacement due to the bump.
- (i) In the event of a compressed work week, i.e. four (4) day work week, five (5) days worked will apply to the wrap; i.e. three (3) day work week, four (4) days worked will apply to the wrap. Statutory holidays, Saturday & Sunday are not included unless worked.

Clause 1102

ROOM AND BOARD

- (a) When Employees are sent to a job out of Thunder Bay to perform or supervise work coming within the jurisdiction claims of the IBEW, the Contractor shall choose to provide either:
 - (1) suitable room and board, or;
 - (2) hourly living out allowance to a maximum of ten (10) hours worked per day on a compressed work week, or to a maximum of eight (8) hours worked per day on a normal work week shall be:
 - \$13.45 - May 1, 2019
 - \$13.70 - May 1, 2020
 - \$13.95 - May 1, 2021

This Article to be implemented for a three (3) year period and is to be reviewed April 30, 2005 and April 30, 2006, at which time either Party may terminate this Article or mutually amend it. If terminated by either Party, Clause 1102 (a) out of the 1986/88 Agreement becomes effective immediately.

- (b) When a camp is established the Employee shall have the option of camp accommodation or camp allowance provided the Employee indicates his choice only once, at the time of his initial assignment to the project. Where an Employee has chosen not to live in camp he/she shall not qualify for daily travel time or transportation allowance.
- (c) Subsistence Allowance shall be paid for the remaining regular hours of work in the day, when Employees are prevented from working due to climactic conditions, and are sent home at the direction of the Employer.

Clause 1103

PRE-JOB CONFERENCE

A pre-job conference shall be held with any Contractor doing work outside the city limits of Thunder Bay. The camp's condition, if one is to be established, shall be negotiated and/or if commuting is to be a factor, the amount of daily commuting shall be determined at that time.

Clause 1104

RESIDENCE CLAUSE

When a Commercial, Institutional, Industrial or Residential jobsite is established more than one hundred and sixty-two kilometres (162 km) from the city limits of Thunder Bay, Employees who reside within a thirty-two kilometre (32 km) radius by road travel shall not qualify under Clause 1101 (a) - (g) and Clause 1102 (a) and (b). On such job sites Employees who reside within that radius shall be eligible to have their name on a preferred hiring list for that area. Subject to Residence Clause, i.e. three (3) months permanent residence prior to job commencing.

Members who meet the eligibility requirements contained in Clause 1104 to qualify for a preferential hire, will not be transferred to work outside of the community in which they received the preferential hire until they have been in the employ of the Contractor for a period of three (3) months after their original hire date.

Language changes to Clauses 1007, 1102 (c), 900 F.3, 1104 and 1500 are to be implemented for the three (3) year period of May 1, 2004 to April 30, 2006, at which time either Party may terminate any or all of the above noted changes. In the event of termination of the changes by either Party, the language for the applicable Clause as it is contained in the Collective Agreement for the period May 1, 1995 to April 30, 1998, shall apply.

Clause 1500

RESIDENTIAL SCOPE

- (a) For Single detached homes and duplexes whose design and purpose pertains to the providing of residential living quarters;
 - (1) All members of Local 402 shall have equal opportunity and freedom of choice without re-primination to work under the terms of this Section

- (2) The Contractor shall have the right to select and name one (1) Foreman or one (1) Journeyman per job site for the duration of the job.
 - (3) On all job sites employing five (5) or more Employees, one (1) member shall be appointed Foreman. One (1) Foreman shall not control more than fifteen (15) Employees. When a Foreman has been appointed, the Employees will not take direction from anyone except the Foreman. The Foreman's rate of pay shall be ten percent (10%) above the Journeyman's rate of pay.
 - (4) In an attempt to regain some of the residential electrical construction work being performed by the Non-Union Contractors, the ratio of Journeyman and Apprentices may be adjusted for stipulated projects upon mutual agreement between the Local Union Business Manager and the E.C.A.T.B. This adjustment would be agreed to prior to the commencement of work or existing government ratios would apply.
 - (5) Apprentice rates shall be the percentage of Journeyman rate applicable to the Apprenticeship term.
 - (6) The hours of work shall be eight (8) hours per day with one-half (1/2) hour for lunch, to a maximum of forty-four (44) hour work-week from Monday to Friday.
 - (7) **Overtime:** For all work performed beyond forty-four (44) hours Monday to Friday, time and one-half (1 ½) the applicable rate shall be paid. Saturday shall be paid at one and one-half (1 ½) times the applicable rate for the first eight (8) hours worked and double (2) time beyond eight (8) hours. Double (2) time shall be paid for Sundays and Statutory Holidays if worked.
 - (8) **Regular Pay – Journeyman:** The Residential rate of pay shall be negotiated separately from the ICI Agreement. To improve competitive position of our Union Contractors and Employees, the Local Joint Conference Board shall be empowered to negotiate adjustments and/or changes to the Agreement. Such adjustments and/or changes are subject to prior approval by the Local Union Negotiating Committee and the ECATB Negotiating Committee before submission to the ETBA-IBEW CCO for approval. The agreed to rate would be 70 percent (70%) of ICI straight time rate of pay.
 - (9) **Reporting Time:** If Employees are required by the Employer to report for work and if no work is available, they shall receive one (1) hour of pay.
 - (10) **Transfers:** There shall be no transfer of Residential Wireman out of this classification without the mutual agreement of the Company and the Union.
 - (11) All working conditions in the Principal Agreement shall apply to this Section except where they are specifically amended by Clause 1500.
- (b) For apartments, condominiums, long-term care facilities and student residences whose design and purpose pertains to the providing of residential living quarters. Any free standing commercial building within the complex buildings tendered at a date other than the tender date for the residential buildings within the complex shall be excluded from the conditions of this Section
 - (1) All members of Local Union 402 shall have equal opportunity and freedom of choice without recrimination to work under the terms of this Section
 - (2) **Regular Pay – Journeyman:** The Residential rate of pay under **Residential Scope (b)** shall be negotiated separately from the ICI Agreement. To improve competitive position of our Union Contractors and Employees, the Local Joint Conference Board shall be empowered to negotiate adjustments and/or changes to the Agreement. Such adjustments and/or changes are subject to prior approval by the Local Union Negotiating Committee and the ECATB Negotiating Committee before submission to the ETBA-IBEW CCO for approval. The agreed to rate would be ninety percent (90%) of ICI straight time rate of pay.
 - (3) Apprentice rates shall be the percentage of Journeyman rate applicable to the Apprenticeship term.
 - (4) Elimination of shift differentials.
 - (5) **Continental Work Week:** A portion of the crew will work Monday to Thursday and a portion of the crew will work Tuesday to Friday. For work within the city limits of Thunder Bay, no man will work more than eight (8) hours in one day or forty (40) hours in one week unless overtime rates are paid. For work outside the city limits of Thunder Bay, no man will work more than ten (10) hours in one day or forty (40) hours in one week unless overtime rates are paid. In the event of a Statutory Holiday, the normal work week within the city limits of Thunder Bay will constitute thirty-two (32) hours and outside the city limits of Thunder Bay will constitute thirty (30) hours.
 - (6) **Overtime:** The first two (2) hours of overtime worked per day per man during the regular work week shall be paid at one and one-half (1 ½) times the straight time rate of pay. All overtime worked per day per man during the regular work week beyond the first two (2) hours shall be paid at double the straight time rate of pay. Each man will work a maximum of eight (8) hours overtime per week at one and one-half (1 ½) times the straight time rate of pay. All hours worked per week per man in excess of the first eight (8) hours of overtime shall be paid at double the

straight time rate of pay. Overtime worked on Sundays and recognized holidays shall be paid at double the straight time rate of pay.

- (7) **Wraps:** The cost of transportation to and from the job site, calculated from the Employees normal place of residence or Thunder Bay whichever is closer, shall be paid as per Clause 1101 (d), plus one additional day of living out allowance shall be paid upon the initial trip to the project at the time of hire, and upon the return trip at the time of layoff. Apprentices directed to attend Trade School, shall be entitled to the additional day of living out allowance upon their departure from the site to school, and upon their return to work at the same site following school completion.
- (8) The cost of transportation only, to be paid to and from the Employee's normal place of residence or Thunder Bay whichever is closest, every 30 days worked whether the wages for the Employee returns to his residence or not. This is to be paid at the same time normal wages for the day on which the 30th falls.
- (9) **Transfers:** There shall be no transfer of Residential Wireman out of this classification without mutual agreement of the Company and the Union.
- (10) All working conditions in the Principal Agreement shall apply to this Section except where they are specifically amended by Clause 1500.

Clause 1600

Service/Maintenance for Commercial/Institutional

- (a) All electrical work performed in or on the premises of an existing commercial/institutional building, not including industrial sites, such as repair, replacement or relocation of electrical apparatus shall be considered maintenance. Additions and extensions to buildings defined as commercial/institutional work, not including industrial sites, where the total value of electrical work (labour and material) does not exceed \$275,000.00 will fall under this clause.
- (b) **Continental Work Week:** A portion of the crew will work Monday to Thursday and a portion of the crew will work Tuesday to Friday. No man will work more than ten (10) hours in one day or forty (40) hours in one week unless overtime rates are paid. In the event of a Statutory Holiday, the normal work-week will constitute thirty (30) hours.
- (c) Elimination of shift differentials.
- (d) **Overtime:** The first two (2) hours of overtime worked per day per man during the regular work week shall be paid at one and one half (1 ½) times the straight time rate of pay. All overtime worked per day per man during the regular work week beyond the first two (2) hours shall be paid at double the straight time rate of pay. Each man will work a maximum of eight (8) hours overtime per week at one and one half (1 1/2) times the straight time rate of pay. All hours worked per week per man in excess of the first eight (8) hours of overtime, shall be paid at double the straight time rate of pay.

Clause 1601

MAINTENANCE WORK

For clarity reasons, maintenance shall be electrical work in an operating industry where such electrical work would normally be performed by the maintenance personnel of the client.

Maintenance work is work performed by replacing, renovating or revamping (commonly known as repair work) of existing facility within a plant as to keep it in efficient operating condition. Maintenance work should not be construed to mean major changes in the design of an existing plant, which would cause to improve or increase line output, design output or production of an Industrial Plant or Project.

Maintenance work does not cover new construction work, complete new facilities for a new client in an existing facility, installation of machinery within a new building where such installation is concurrent with the construction of the building or immediately after completion of the building.

In the event of a dispute arises as to whether a work operation is new work or work falling within the scope of this clause, the matter shall be referred to the Local Joint Conference Board (LJCB) for resolution.

No apprentice shall work under the terms of this maintenance agreement.

WAGES

- Days: 90% of I.C.I. base rate set out in Clause 900 F.1
- Evenings: 90% of I.C.I. base rate set out in Clause 900 F.1, plus 5% premium
- Nights: 90% of I.C.I. base rate set out in Clause 900 F.1, plus 10% shift premium

HOLIDAYS

All time worked on the following holidays shall be paid at the rate of two (2) times the base rate: New Years Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. It is understood and agreed that any of the above holidays may be observed on the same day as such holidays are observed by the owner-client forces.

WORK HOURS PER DAY AND OVERTIME

- (a) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work.
 - (b) When shift work is required, to provide twenty-four (24) hour coverage the following shall apply:
 - Day Shift will start at 8:00 am and quit at 4:00 pm
 - Evening Shift will start at 4:00 pm and quit at 12:00 midnight. A shift premium of 10% per hour shall apply to this shift.
 - Night Shift will start at 12:00 midnight and quit at 8:00 am. A shift premium of 10% per hour shall apply to this shift.Each shift will be paid eight (8) hours.
- The starting and quitting times of any shift, including day work, may be changed by mutual consent of the job superintendent and the Business Manager.

- (c) All time worked before and after the established work day of eight (8) hours Monday through Friday shall be paid at the rate of time and one half (1 ½) for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time.

All time worked on Saturdays and Sundays up to a maximum twelve (12) hours will be paid at the rate of time and one half (1 ½). Any additional hours worked beyond twelve (12) hours shall be paid at the rate of double time. Work breaks and meal breaks are to be included. Where the clients/plants pay double time it shall be applicable to the agreement.

- (d) Any provisions regarding minimum number of days to establish shifts are not applicable under this agreement. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours.
- (e) The Contractor agrees to notify the Union office the names of members he/she is transferring to maintenance work. All members must be in possession of a referral slip from the Union office to perform maintenance work.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

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LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

- They must be in writing and at a minimum a purchase order detailing the above;
- They require that a subcontractor has control and is the "employer" of its workers, appointing supervision as required, and having a clear communication protocols between the contractor and its on-site workers;
- The subcontractor will supply the basic tools and equipment for its employees as required;
- Intermingling of employees from different employers performing the same duties on the same work, will constitute loaning;
- The Union office will be notified within 24 hours of new subcontracts awarded during the job/project.

DATED IN THUNDER BAY: December 2, 2014

For the IBEW, Local Union 402
Glen Drewes

For the Thunder Bay ECA
Rick Ball

LETTER OF UNDERSTANDING

RE: LEGITIMATE SUBCONTRACTS AND LOANING DISTINGUISHED

Subcontracts between employers bound to the Principle Agreement are prohibited if used for the purpose of loaning or transferring workers from one employer to another employer and bypassing the hiring hall (e.g. avoiding either the need or consequences of a layoff).

Legitimate subcontracts are distinguished from "loaning", at a minimum as follows:

- They have a specific defined scope of work for which the subcontractor is responsible;
- They include a price for labour that is commercially competitive and economically viable in the circumstances. There is an expectation of profit;

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SECTION 22 - LOCAL APPENDIX -L.U. 530 - SARNIA

Clause 602

FOREMEN

General Foremen - minimum of 15% per hour above Journeyman's base rate. Foremen - minimum of 10% per hour above Journeyman's base rate. Sub-Foremen - minimum of 5% per hour above Journeyman's base rate.

All General Foremen, Foremen and Sub-Foremen shall be members of the Union and all General Foremen and Non-Working Foremen shall not be allowed to perform work with the tools.

The ratio of Foremen to Journeymen shall be of the following schedule:

- Three (3) to five (5) Journeymen – one (1) Working Sub-Foreman
- Six (6) to seven (7) Journeymen – one (1) Working Foreman
- Eight (8) to twelve (12) Journeymen – one (1) Non-Working Foreman
- Thirteen (13) to twenty four (24) Journeymen – two (2) Non-Working Foremen

One (1) Non-Working Foreman to be appointed for every twelve (12) Journeymen thereafter. When a second Foreman is appointed on a job, one (1) Foreman shall receive General Foreman's rate and shall be in direct charge of the Foreman and the crew when there are 24 or less Journeymen on the job site. When a third Foreman is appointed, the General Foreman shall be in charge of the Foremen only and shall issue all orders to them.

- Twenty-four (24) to fifty (50) Journeymen – one (1) General Foreman
- Fifty-one (51) or more Journeymen – two (2) General Foremen

In applying the foregoing tables, Foremen shall not be included in computing the number of Journeymen.

The Employer cannot name hire Sub-Foreman but may name hire Foremen and General Foremen.

Cable Splicers and Journeymen shall receive Foremen's rate when splicing or terminating 5 K.V. P.I.L.C. cables and cables at 13 K.V. and above. A minimum of four (4) hours' time shall be paid when splicing, capping or jointing cables as defined in above.

Clause 800 A

HOURS OF WORK - TIMEKEEPING

The following conditions shall apply to Employees reporting late for work:

- (a) Employees shall be afforded one (1) three (3) minute late grace period in any one (1) pay period.
- (b) Any Employee reporting late for work a second time in any one (1) pay period shall be docked as follows:
One (1) to three (3) minute – Fifteen (15) minutes deduction.
Beyond three (3) minutes – Deductions of fifteen (15) minute increments.

- (c) Any Employee reporting late for work on a third occasion in any one (1) pay period shall be subject to disciplinary action including suspension and/or discharge.
- (d) Continued lateness in subsequent pay periods may result in disciplinary action including suspension and/or discharge of offending Employees.
- (e) Any Employee absent without leave or notification for three (3) consecutive working days shall be subject to immediate discharge. This is not to mean an Employee is required to call in every three (3) days during absenteeism.
- (f) If an Employee has had safety training, W.H.M.I.S. Cards or Photo I.D. and loses it or does not have it available and they have to be replaced, or loses time for not having it, it shall be at the Employee's time and expense to replace it. Employees will be afforded one (1) such incident as above in a three (3) month period.

Clause 800 B

REGULAR HOURS

The regular hours of work in Sarnia shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

In Sarnia it may be necessary from time to time to vary the hours of work as established in the I.C.I. Agreement. Any such amendments shall be established by mutual agreement of the parties.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 804

INCLEMENT WEATHER

- (a) Three (3) hours reporting time shall be paid an Employee(s) who reports for work under Article 8, Clause 804 (a) and (b) of the Collective Agreement and cannot work due to inclement weather. The Employer Designated Representative and Shop Steward shall jointly determine whether or not work can proceed in such instances.
- (b) Once the Employers Designated Representative and Shop Steward have determined work can proceed, any Employee refusing to go to work upon direction of the Foreman shall forfeit the three (3) hours show up time.
- (c) At any time between 8:00 a.m. and 10:00 a.m. (or up to two (2) hours after the regular starting time), the Employer may require the Employee(s) to work inside or under shelter; or in the inclement weather, providing the Employer supplies suitable protective clothing to Employees required to work in inclement weather.
- (d) If by 10:00 a.m. (or two (2) hours after regular starting time), the Employer has not directed the Employee(s) to work, said Employees may leave the job site and receive three (3) hours reporting time.

- (e) If an Employer chooses to totally suspend a job due to inclement weather all Employees shall be sent home, and receive three (3) hours reporting pay.
- (f) Any Employee(s) who has been assigned inside work prior to the inclement day shall not be included in items (a) through (d) but shall be included under item (e) above. However, it is understood and agreed, that Warehouse and Temporary Maintenance Personnel may be retained as required.

work beyond their regular shift hours will be paid double (2 times) time continuously until job completion.

On new Greenfield construction the afternoon shift shall commence anytime between 4:00 p.m. and 8 p.m.

Clause 805

STATUTORY HOLIDAYS

When working supplementary to an Owner's Workforce, and when a Statutory Holiday is celebrated by that Owner's Workforce on a day other than designated herein, then those Members of Local Union 530 will observe the holiday on the same day as celebrated by the Plant Workforce.

Clause 806

OVERTIME

If Employees are required to work in continuance of their regular working hours, a minimum of one (1) hour at over-time rates shall be paid.

Clause 807

CALL OUTS

When an Employee is called out before 4:00 a.m. and stays after 8:00 a.m. the Employee shall receive double (2) time continuously until job completion.

Clause 808

SHIFTS

When work cannot be done during the day, such work may be done as straight night shift. A shift commencing any time after 4:30 p.m. and prior to 11:59 p.m. shall be paid a shift premium of twenty-five (25%) percent per hour above the employee's base rate for the first eight (8) hours of work Monday through Thursday and for the first four (4) hours of work on Friday.

A shift commencing anytime between midnight and 8:00 a.m. shall be paid a shift premium of forty (40%) percent above the employee's base rate for the first eight (8) hours of work Monday through Thursday and for the first four (4) hours of work on Friday.

All hours worked beyond the first eight (8) hours of work on shift work Monday to Thursday and beyond the first four (4) hours of shift work on Friday and on Saturday, Sunday and Statutory Holidays shall be considered regular overtime and paid double the regular rate of pay. Shift premiums shall not be paid on any overtime hours.

Shift work may commence any day of the week between Monday and Friday. Shift work shall not be less than five (5) consecutive working days duration, however, once a shift has been established any continuous part of a regular work week will still be considered shift work. When shift work is to be scheduled, the Employer shall give 3 days prior notice to the Union that shift work will be worked.

No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours from 8:00 a.m. to 8:00 a.m. unless overtime is paid. Employees who are required to

**900 G.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 530 – SARNIA**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 2019	\$ 50.03	5.00	11.52	66.55	0.57	67.12
	May 1, 2020	\$ 51.13	5.11	11.71	67.95	0.57	68.52
	May 1, 2021	\$ 52.23	5.22	11.90	69.35	0.57	69.92
Sub-Foreman (5%)	May 1, 2019	\$ 52.53	5.25	11.52	69.30	0.57	69.87
	May 1, 2020	\$ 53.69	5.37	11.71	70.77	0.57	71.34
	May 1, 2021	\$ 54.84	5.48	11.90	72.22	0.57	72.79
Foreman (10%)	May 1, 2019	\$ 55.03	5.50	11.52	72.05	0.57	72.62
	May 1, 2020	\$ 56.24	5.62	11.71	73.57	0.57	74.14
	May 1, 2021	\$ 57.45	5.75	11.90	75.10	0.57	75.67
General Foreman (15%)	May 1, 2019	\$ 57.53	5.75	11.52	74.80	0.57	75.37
	May 1, 2020	\$ 58.80	5.88	11.71	76.39	0.57	76.96
	May 1, 2021	\$ 60.06	6.01	11.90	77.97	0.57	78.54
Apprentices	May 1, 2019						
40% 1st Period		\$ 20.01	2.00	6.61	28.62	0.57	29.19
50% 2nd Period		\$ 25.02	2.50	7.26	34.78	0.57	35.35
60% 3rd Period		\$ 30.02	3.00	7.91	40.93	0.57	41.50
70% 4th Period		\$ 35.02	3.50	8.56	47.08	0.57	47.65
80% 5th Period		\$ 40.02	4.00	9.21	53.23	0.57	53.80
Apprentices	May 1, 2020						
40% 1st Period		\$ 20.45	2.05	6.70	29.20	0.57	29.77
50% 2nd Period		\$ 25.57	2.56	7.36	35.49	0.57	36.06
60% 3rd Period		\$ 30.68	3.07	8.03	41.78	0.57	42.35
70% 4th Period		\$ 35.79	3.58	8.69	48.06	0.57	48.63
80% 5th Period		\$ 40.90	4.09	9.36	54.35	0.57	54.92
Apprentices	May 1, 2021						
40% 1st Period		\$ 20.89	2.09	6.79	29.77	0.57	30.34
50% 2nd Period		\$ 26.12	2.61	7.47	36.20	0.57	36.77
60% 3rd Period		\$ 31.34	3.13	8.14	42.61	0.57	43.18
70% 4th Period		\$ 36.56	3.66	8.82	49.04	0.57	49.61
80% 5th Period		\$ 41.78	4.18	9.50	55.46	0.57	56.03

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare \$ 2.85 (plus 8% R.S.T.), Bill 162 Fund \$ 0.03, Safety Training \$ 0.50, JEPP \$ 0.10 (include 13% HST), Organizing Fund \$ 0.13, Stabilization \$ 0.20, Education Fund \$ 0.20, Pension \$ 7.51, (Apprentices 1st Term \$ 2.60, 2nd Term \$ 3.25, 3rd Term \$ 3.90, 4th Term \$ 4.55, 5th Term \$ 5.20)

May 1, 2020: Same as May 1, 2019, except Health & Welfare \$ 2.88 (plus 8% R.S.T.); Pension \$ 7.67 (Apprentices 1st Term \$ 2.66, 2nd Term \$ 3.32, 3rd Term \$ 3.99, 4th Term \$ 4.65, 5th Term \$ 5.32)

May 1, 2021: Same as May 1, 2019, except Health & Welfare \$ 2.91 (plus 8% R.S.T.); Pension \$ 7.83 (Apprentices 1st Term \$ 2.72, 2nd Term \$ 3.40, 3rd Term \$ 4.07, 4th Term \$ 4.75, 5th Term \$ 5.43)

Travel Allowance Zone A:

May 1, 2019: \$ 25.80
May 1, 2020: \$ 26.30
May 1, 2021: \$ 26.80

Room & Board Allowances Clause 1102:

May 1, 2019: \$ 68.13
May 1, 2020: \$ 69.63
May 1, 2021: \$ 71.13

NOTE:

- On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period **May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**
- Employer Association Fund of \$ 0.57 (plus 13% HST)
To be remitted monthly to:
E.C.A.S., P.O. Box 545, Sarnia, Ontario N7T 7J4
- Pension Contribution calculated at 15% of the journeyman base rate for all classifications except apprentices.
- On any job where fifty (50) or more IBEW workmen are employed, the steward shall be paid sub-foreman rate.
- An employee deduction of \$ 2.00 per hour is to be deducted from the base rate before tax and remitted monthly in accordance with Clause 1000B.

Clause 900 G.2

HEIGHT PAY

- (a) When a man is working on towers, vessels, cable trays, scaffolds and similar type structures, he/she shall receive the following rates:
- From thirteen (13) to twenty-three (23) metres above ground - \$0.50 per hour above the Journeyman's rate.
- Twenty-three (23) metres above ground and over - \$1.00 per hour above the Journeyman's rate.
- (b) Rates for work of a special nature, such as smoke stacks, flare stacks, and bridges shall be paid a premium of \$6.00 per hour above the regular rate of pay.
- (c) Employees working in existing Carbon Black Plants and/or Units will be paid a premium of \$1.25 per hour above Journeyman's rate and supplied with coveralls.
- (d) Rates for work performed on underground mine projects and tunnels (not including tunnels between buildings or under roads between units or plants) shall be paid a premium of \$1.50 per hour above the regular rate of pay.
- (e) All above rates apply on an eight (8) hour day, Monday through Thursday and four (4) hours on Friday or for duration of the job. All above premiums will be doubled on overtime work. Foremen in direct charge of three (3) men or less shall receive a minimum of two (2) hours per day under this Article. Foremen in direct charge of four (4) men or more will be paid a minimum of eight (8) hours per day Monday to Thursday inclusive and four (4) hours on Friday or for the duration of the job, under this Clause.

Clause 900 G.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

Vacation pay shall be paid weekly.

Clause 901

TEMPORARY LAYOFF

It is agreed that the Contractors may put Employees on temporary layoffs provided that Health & Welfare contributions of \$1.00 per hour plus an administration fee of \$0.15 per hour for normal working days are paid. Such Employees would be eligible for re-employment by their last Employer only and would also be eligible for EI benefits.

Clause 1000 A

HEALTH, WELFARE, PENSION, STABILIZATION, EDUCATION AND UNION FUNDS

In addition to the basic hourly rate, the Employer will make contributions to the Health, Welfare, Pension, Stabilization, Education, Safety Fund and Union Funds per hour earned per month for all Employees covered by this Agreement in accordance with the provisions of schedule 900 G.1. Such contributions shall be remitted to Local Union 530 Welfare, Pension, Stabilization and Union Funds administration not later than the fifteenth (15th) day of the following month for which contributions were made.

The JEPP contribution, including HST, shall be made payable to "JEPP" on a separate cheque and mailed to Local Union 530 in accordance with provisions of this Clause on the day of remittance.

Clause 1000 B

The Employer shall deduct \$2.00 per hour earned from the base rate of each Employee on his payroll before tax and remitted monthly in the same manner on the standard benefit reporting form as set forth in Clause 1000 A above. Payment of Union Funds, Education and Safety Fund, Stabilization Funds and Health and Welfare Funds to be on one cheque made payable to Local 530 IBEW. Payment of Pension Funds on a separate cheque made payable to Local 530 IBEW Pension Fund. Payments to the IBEW Construction Council of Ontario shall be remitted directly by Local Union 530 IBEW.

Clause 1000 C

PENALTY CLAUSE

Any Contractor who has not made payment of the Benefit and Union Funds on or before the fifteenth (15) day of the month following the month worked will be subject to a one percent (1%) penalty charge and a one and one half percent (1.5%) per month interest charge on the unpaid balance. Any reasonable violation will not be considered a penalty.

Clause 1001 A

EMPLOYER ASSOCIATION FUND

Each Contractor shall contribute \$0.57 per hour for each hour paid to Employees working within the jurisdiction of Local Union 530 IBEW under the terms of this Agreement to the Employer Association Fund. Such contributions shall be remitted in the same manner and on the same standard benefit reporting form as set forth in Clause 1000 A. Contractors may change Association Funds as they require. Such changes are to be reasonable in scope.

However, this contribution shall be by separate cheque, payable to:

The Electrical Contractors Association Sarnia
P.O. Box 545
Sarnia, Ontario N7T 7J4.

Contributions for overtime hours worked shall be at \$1.14 per hour. 13% HST is to be added.

Clause 1001 B

All reasonable costs involving Apprenticeship Training approved by ECA Sarnia shall be paid from the Employer Association Fund.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to Local 530 IBEW for the JEPP. Local 530 IBEW shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to Local 530 IBEW. 13% HST is to be added.

Clause 1100 A

TRAVEL ALLOWANCES

No Employee shall use his car for the convenience of the Employer.

Clause 1100 B

No Employee shall use his truck for the convenience of the Employer unless he/she gets a minimum of seventy-five percent (75%) of the standard area rental rates. Employee must show proof of same when requested by Local Union Business Agent.

Clause 1101

TRAVEL ALLOWANCE

(a) Free Zone is defined as the City of Sarnia and Village of Point Edward, east of the St. Clair River, south to the north side of the Stanley Line, then easterly to Oil Heritage Road (County Road No. 21) and north on Oil Heritage to Lake Huron, including any job or project with direct access off Oil Heritage Road.

Zone A is remainder of Lambton County. \$25.80 (\$26.30 May 1, 2020, \$26.80 May 1, 2021) per day for work in this Zone.

(b) Men working out of Local Union 530 requested to work beyond the "Free Zone" shall receive travel allowance as provided above unless transportation is supplied by the Employer on the Employer's time.

Clause 1102

When sent by their Employers to a job outside Lambton County, men working and boarding outside Lambton County shall be paid at the rate of \$ 68.13 (\$ 69.63 May 1, 2020, \$ 71.13 May 1, 2021) per scheduled working day. Mileage shall be paid to and from such jobs once every three (3) months unless transportation is supplied.

Clause 1103

When parking lot becomes an issue on a job because of location to said job site, the Employer and the Union Business Manager will negotiate walking time. Each problem to be handled on its own merit.

Clause 1404

SAFETY

The ECAS and Local 530 agree to establish a Safety Training Fund (the "Fund"). The Fund will be fully funded by contractors/employers' signatory to the Principal Provincial Collective Agreement working in the jurisdiction of Local 530. The Fund will be administered by Local 530.

All costs associated with the delivery of training mandated under the *Occupational Health and Safety Act*, as agreed to by the parties and all costs associated with any other training that may be agreed to by the parties (such as IEC training) will be paid out of the Fund. Costs include the cost of training program, any necessary insurance, equipment and delivery costs, travel time and mileage for the member (if applicable) and administrative costs. Costs also include a per diem for each Employee based on the full package straight time hourly rate for the number of hours spent in training.

Costs will be paid out of the Fund upon approval from the ECAS. Local 530 will provide an auditor's report to the ECAS in the form of an annual audited statement each fiscal year.

If at any time there are insufficient monies in the Fund to pay for training, the obligation to provide training will stop until such time as there are sufficient monies in the Fund to allow training to begin or resume.

Each Employer bound to the Principal Agreement will remit \$ 0.50 per hour for each hour earned by Employees working in the jurisdiction of Local 530 to the Safety Training Fund c/o Local Union 530 in accordance with Clause 1000 A of the Local 530 Sarnia Local Appendix to the Principal Agreement.

The parties agree to annually review the funding necessary to deliver the safety training programs that are agreed upon.

The ECAS may, in its sole discretion, and upon providing ninety (90) days written notice assume all responsibility for the administration and delivery of safety training in any manner that it may choose or select. Upon receipt of such written notice, Local 530 agrees to forward any funds remaining in the Fund to the ECAS together with a closing auditor's report, less any reasonable costs that Local 530 may incur in the wind-up of the Fund under its control.

Clause 1500

RESIDENTIAL

The scope of this Agreement is to cover residential electrical work in the following areas: Single Family Dwelling, Multiple Family Dwelling, Town Houses and Row Houses, Ontario Housing Corporation Projects, Senior Citizen Unit Projects, High Rise Apartments any size with a maximum of fifteen percent (15%) commercial content.

The above scope does not cover any work performed by the Contractor involved in Institutional, Commercial (other than defined above) or Industrial work which is covered by the ICI Provincial Agreement.

Clause 1501

RESIDENTIAL HOURS OF WORK

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week Monday to Friday inclusive.

The regular work day shall be from 8:00 a.m. to 4:30 p.m. with one half (1/2) hour lunch period.

When an Employee is required to work in excess of the regular daily hours Monday to Friday inclusive he/she shall be paid overtime at the rate of time and one half (1 1/2) the regular rate for the first four (4) hours each day and double (2) time thereafter.

All wages, benefits and conditions shall be as noted in the ETBA IBEW ICI Construction Agreement.

Clause 1600

MAINTENANCE

Contact ECA Sarnia or L.U. 530 IBEW for Local Maintenance Agreement.

Clause 1906

Contractor to supply gloves.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, and heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

Clause 1908

WORKING CONDITIONS

An Employee is not to operate vehicle, equipment unless properly qualified, either by licence or suitable experience and training. If found to be in flagrant violation, Employee will be subject to disciplinary action including suspension and/or discharge.

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.
- (f) The parties shall meet quarterly to discuss Market Recovery.

SECTION 22 - LOCAL APPENDIX - L.U. 586 - OTTAWA

Clause 602

(a) FOREMEN

On all jobs requiring four (4) or more Employees, one (1) Local member shall be designated as a Foreman, except where the job qualifies under 602 (b). One (1) Foreman shall not supervise more than fifteen (15) Employees on any project requiring a Foreman and after there are ten (10) Employees, the Foreman shall not work with the tools. When two (2) Foremen are required one (1) shall be designated a General Foreman. On all projects requiring four (4) or more Employees, such Employees are not to take direction from anyone except the Foreman.

(b) SUB-FOREMEN

On all small projects requiring four (4) to seven (7) Employees and not having a duration of more than three thousand five hundred (3,500) hours, one (1) Local member shall be designated as a Sub-Foreman. The Sub-Foreman's rate of pay shall be six percent (6%) over the journeyman's base rate. This Sub-Foreman must be picked from within the Company and shall not be name hired.

(c) OVERTIME NOTIFICATION

The Employer shall notify the Union office prior to working overtime. Prior notification shall not apply to emergency overtime. Emergency overtime applies only to repairs where life may be endangered or property damaged.

Clause 700

WHMIS TRAINING

All referrals of IBEW members must have completed the five (5) module Workplace Hazardous Material Information System training program, or have the training scheduled. Any special WHMIS training class will be attended by such Employees on their time and the instructor's fee will be shared by the IBEW and ECA Ottawa.

Clause 800

REGULAR HOURS

The regular hours of work in Ottawa shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. and Friday, four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours of work in Ottawa, shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 803

WORK BREAKS

Employees shall have a fifteen (15) minute rest period at mid-morning and a fifteen (15) minute rest period mid-afternoon. A third fifteen (15) rest period will be provided to employees prior to the commencement of overtime work.

Clause 808

SHIFTS

Shifts may work at any time of the day or night between 12:01 a.m. on Monday and completing by midnight Friday of the same week providing the Local Union Office has been advised prior to the shift commencing. A shift shall consist of at least three (3) continuous working days.

Employees not on day shift shall be paid at the regular rate of wages plus twenty-five percent (25%) for a seven (7) hour shift in a twenty-four (24) hour period and must have at least an eight (8) hour layover before reporting for work. Otherwise double (2 times) the regular rate of wages will apply until Employee receives the same.

The above shift may be compressed from five (5) days to four (4) days from 12:01 a.m. Monday to 8:00 a.m. Friday if mutually acceptable to the Employer and Workers. Employees not on day shift shall be paid at the regular rate of wages plus twenty-five percent (25%) for a nine (9) hour shift in a twenty-four (24) hour period.

**900 H.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 586 – OTTAWA**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 44.86	4.48	15.85	65.19	0.49	65.68
	May 1, 2020	\$ 45.67	4.57	16.35	66.59	0.49	67.08
	May 1, 2021	\$ 46.48	4.66	16.85	67.99	0.49	68.48
Sub-Foreman (6%)	May 1, 2019	\$ 47.55	4.76	15.85	68.16	0.49	68.65
	May 1, 2020	\$ 48.41	4.84	16.35	69.60	0.49	70.09
	May 1, 2021	\$ 49.27	4.93	16.85	71.05	0.49	71.54
Foreman (15%)	May 1, 2019	\$ 51.59	5.16	15.85	72.60	0.49	73.09
	May 1, 2020	\$ 52.52	5.25	16.35	74.12	0.49	74.61
	May 1, 2021	\$ 53.45	5.35	16.85	75.65	0.49	76.14
General Foreman (25%)	May 1, 2019	\$ 56.08	5.61	15.85	77.54	0.49	78.03
	May 1, 2020	\$ 57.09	5.71	16.35	79.15	0.49	79.64
	May 1, 2021	\$ 58.10	5.81	16.85	80.76	0.49	81.25
Apprentices	May 1, 2019						
40% 1st Period		\$ 17.94	1.79	7.79	27.52	0.49	28.01
50% 2nd Period		\$ 22.43	2.24	9.82	34.49	0.49	34.98
60% 3rd Period		\$ 26.92	2.69	10.75	40.36	0.49	40.85
70% 4th Period		\$ 31.40	3.14	12.05	46.59	0.49	47.08
80% 5th Period		\$ 35.89	3.59	13.28	52.76	0.49	53.25
Apprentices	May 1, 2020						
40% 1st Period		\$ 18.27	1.83	8.02	28.12	0.49	28.61
50% 2nd Period		\$ 22.84	2.28	10.10	35.22	0.49	35.71
60% 3rd Period		\$ 27.40	2.74	11.07	41.21	0.49	41.70
70% 4th Period		\$ 31.97	3.20	12.42	47.59	0.49	48.08
80% 5th Period		\$ 36.54	3.65	13.69	53.88	0.49	54.37
Apprentices	May 1, 2021						
40% 1st Period		\$ 18.59	1.86	8.25	28.70	0.49	29.19
50% 2nd Period		\$ 23.24	2.32	10.38	35.94	0.49	36.43
60% 3rd Period		\$ 27.89	2.79	11.39	42.07	0.49	42.56
70% 4th Period		\$ 32.54	3.25	12.79	48.58	0.49	49.07
80% 5th Period		\$ 37.18	3.72	14.10	55.00	0.49	55.49

*** Breakdown of Union Funds:**

May 1, 2019: Pension - \$ 9.18
 (Apprentices: 1st Period - \$ 2.64, 2nd Period - \$ 4.01, 3rd Period - \$ 4.78, 4th Period - \$ 5.89, 5th Period - \$ 6.96)
 Benefits - \$ 3.65, Union Funds - \$ 0.71, CCO Fund - \$ 0.20, IBEW Education - \$ 0.24, JEPP - \$ 0.10 (include 13% HST with remittance)
 Stabilization - \$ 1.75
 (Apprentices: 1st Period - \$ 0.23, 2nd Period - \$ 0.89, 3rd Period - \$ 1.05, 4th Period - \$ 1.24, 5th Period - \$ 1.40),
 Ottawa/Hull Bldg. Trades - \$ 0.02
 May 1, 2020: Same as May 1, 2019 except Pension - \$ 9.63; Union Funds - \$ 0.73; Education - \$ 0.27
 May 1, 2021: Same as May 1, 2019 except Pension - \$10.08; Union Funds - \$ 0.75; Education - \$ 0.30

**** Breakdown of ECA Funds:**

ECA Ottawa - \$ 0.13, ECAO - \$ 0.10 LAC - \$ 0.04, Bill 158 - \$ 0.01,
 Bill 162 Fund - \$ 0.03, Education - \$ 0.05, Safety Training - \$ 0.13

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

Clause 900 H.2**APPRENTICES**

The hourly rate of pay for Apprentices shall be:

Forty (40) Percent, Fifty (50) Percent, Sixty (60) Percent, Seventy (70) Percent, Eighty (80) Percent during the first (1st), second (2nd), third (3rd), fourth (4th) and fifth (5th) Periods respectively. Coverage for EI, Workplace Safety and Insurance Board, Vacation and Statutory Holiday Pay, Federal Pension, Fringe Benefits shall be the same as a Journeyman except insofar as the coverage is affected by the difference in rate.

Clause 900 H.3**PAYMENT OF UNION DUES**

Union Dues shall be checked-off as described in Clause 1007.

Clause 900 H.4**PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY**

These amounts shall be paid as described in Clause 1006.

Clause 900 H.5**HAZARDOUS PAY - CHALK RIVER & ROLPHTON ATOMIC PLANT**

Contamination & Radiation Areas - Wage rates and working conditions of this Agreement shall not apply to projects where radiation and/or contamination from radioactive materials, heavy water, etc. are present. The rates for these areas shall be at double (2) the regular rate of wages.

Clause 1000**HEALTH & WELFARE**

It is proposed that the IBEW consolidate the various Local plans into one (1) uniform plan operating on a uniform basis throughout the entire Province and administered jointly by both parties to this Agreement. The following shall apply until such a time as the above becomes effective.

Clause 1001

It is mutually agreed between the parties of the Agreement that the Employer will contribute to the Electrical Industry Welfare Plan and the IBEW Construction Council of Ontario Fund for each paid hour worked by the Employees and will remit such amount to the Administrator of the Fund at such times as directed by him/her under a Declaration of Trust entered into on January 1, 1959, and amended by Declaration of Trust dated October 1, 1962.

Clause 1002

Contributions shall be effective:

May 1, 2019 - \$ 15.85

May 1, 2020 - \$ 16.35

May 1, 2021 - \$ 16.85

Clause 1003

When an Employee works overtime the contribution shall be two (2) times or one and one half (1 1/2) times the above rate as applicable.

Clause 1004

It is further agreed that these conditions will be administered by the Trustees to provide Health and Accident Insurance Plan for all members of Local 586, IBEW, and such purposes as the Trustees from time to time may deem to be in the interests of the Electrical Industry of Ottawa. Payments are to be made monthly by the fifteenth (15th) day of the following month subject to a penalty of five percent (5%) for each month or part thereof, of delinquency. The IBEW reserves the right to remove the Employees until the payments are received.

Should the Trustee be required to take legal or other action to obtain the contributions and or interest due therein, the delinquent Employer shall be liable for all reasonable expenses, including legal fees, incurred by the Trustees in connection with such action.

Clause 1005

The Administrator shall forward \$0.20 (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158) per hour each month of the contribution received to the IBEW Construction Council of Ontario.

Clause 1006

Payment of vacation and statutory holiday Pay will be in accordance with the established Trust Fund. The Trust Fund will pay on:

June 10th

The accumulated funds from first pay period in November to the last pay period in April.

December 10th

The accumulated funds from first pay period in May to last pay period in October.

Clause 1007

It is agreed that as a condition of employment regardless if he/she is a member of the IBEW or not, that an Employee will sign a card authorizing the Employer to deduct the union dues or working fees, from his/her pay. These deductions to be made during the first pay period every month with no consideration to the number of hours that an Employee may have worked during this pay period. The Employer further agrees to submit to the Local Union Office all deductions with a list of the Employees not later than the fifteenth (15th) day of the month in which the deductions were made subject to a penalty of ten percent (10%) each month or part thereof, of delinquency.

Clause 1008

T4 slips to be released by the end of January each year.

Clause 1009**JOINT ELECTRICAL PROMOTION PLAN**

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1010

Owner/operators who are bound to this Agreement and who perform bargaining unit work have the option to contribute to the Health and Welfare Fund and the Pension Fund on their behalf.

All other funds must be paid for a minimum of 144 hours per month in the amounts and manner described in Clauses 900 H.1 through 1009 inclusive.

Clause 1011

- A. For the purposes of this clause, immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.
- B. Where a member of his/her immediate family dies, an employee shall be entitled to 2 days bereavement leave with pay.
- C. An employer may require an employee who takes leave under this clause to provide evidence reasonable in the circumstances that the employee is entitled to have taken the leave under the clause.

Clause 1100**OTTAWA TRAVEL FREE ZONE**

Travelling time and transportation shall not be payable for work performed within a "free zone" identified on the appended map and more specifically enclosed by the following boundaries (See: Map Appendix):

West on Highway 17 to the intersection of Highway 17 and Canaan Rd., then due north to the Ottawa River, then west along the Ottawa River to the point that is due north of the intersection of Highway 417 and Highway 29, then south to the intersection of Highway 417 and Highway 29, then south along Highway 29 to the Rideau River, then east to Regional Road 9 and then following Regional Road 9 north to the Ottawa River which also includes the Town of Plantagenet.

Clause 1101

Travelling time at straight time rates plus cost of transportation shall be paid by the Employer on all work performed outside the "Free Zone" area. If the Employer wishes,

he/she may supply suitable transportation in lieu of cost of the same. In addition, transportation and travel time shall be paid on initial hiring or reporting to the job, and on termination and return from the job.

Clause 1102

Should the cost of travel time and transportation be impractical, then a minimum of \$79.38 (\$80.88 May 1, 2020, \$82.38 May 1, 2021) daily will be paid for every day or part of day worked or reported for work.

Clause 1103

Mileage to be allowed on each Employee's car used on the Employer's business, shall be at the rate of \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per kilometre. The Employee must carry Public Liability and Property Damage Insurance on his car.

Clause 1104**DOWNTOWN PARKING ALLOWANCE**

The Employer will provide for vehicle parking at no charge to the Employee. There will be no walking time payable to and from the job site. The Employer will make every possible effort to find and provide parking in close proximity to the job site. If the Employer cannot provide vehicle parking, a sum of sixteen (\$16.00) per day effective May 1, 2019 (May 1, 2020, \$17.00; May 1, 2021, \$18.00) will be paid to the Employee but only on the presentation of a valid parking receipt. Where reasonable and agreeable the Employer may provide a bus pass in lieu of parking. The term "close proximity" shall be decided by mutual agreement on a job-by-job basis by the Employer and the Union.

Clause 1105**OTHER TRAVEL FREE ZONES**

For Local 586 members domicile in a ten (10) kilometre radius of the city or town hall of any city or town within the Local 586 jurisdiction with a population of 5,000 or more (namely Pembroke, Arnprior, Renfrew, Smiths Falls, and Perth), travelling costs and transportation costs shall not be payable for work performed in this same ten (10) kilometre radius. For projects near any of these cities or towns but outside the ten (10) kilometre radius, Clauses 1101, 1102, and 1103 come into effect.

Clause 1500**RESIDENTIAL**

See separate Residential Agreement.

Clause 1501**MINOR CONSTRUCTION PROJECTS AGREEMENT**

For information on the Minor Construction Project Agreement, contact the office of ECA Ottawa or IBEW Local 586.

Clause 1600**MAINTENANCE AND SERVICE WORK****Scope of Work**

- (a) The scope of maintenance under this Section shall cover all work necessary to repair, refurbish, restore and maintain existing facilities in a safe and efficient working condition.

The Hours of Work in this Section shall be as specified in Clause 1601 (a).

- (b) The scope of service work under this Section is work required to repair existing facilities to an efficient operating condition by replacement of parts. The Hours of Work in this Section shall be as specified in Clause 1601 (b).

Clause 1601**HOURS OF WORK****(a) Maintenance**

The Hours of Work shall be eight and one half (8 ½) hours per day, Monday to Friday between the hours of 8:00 a.m. and 4:30 p.m. with not more than one half (1/2) hour for lunch. Forty hours shall constitute a regular work week.

(b) Service

The Hours of Work shall be eight and one half (8 1/2) hours per day, Monday to Friday between the hours of 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Forty hours shall constitute a regular work week.

The above hours for both Clause (a) Maintenance and (b) Service can be adjusted by up to one (1) hour on mutual consent of the Business Manager and the Employer.

(c) Hours of Work

A Service man who is 'on call' on a Saturday or Sunday shall receive a minimum of one (1) hours pay per day even if they do not receive a service call. If they do receive a service call on the Saturday or Sunday, the one hour minimum shall not apply.

Clause 1602**WORKING CONDITIONS**

All working conditions in this Principal Agreement shall apply to this Section except where they are specifically amended by Clauses 1600 and 1601.

Clause 1907**WELDERS**

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

Clause 1908**STABILIZATION**

Effective May 1, 2019 and for a three-year period thereafter, Rule 14 of the Local Stabilization Fund Rules and Regulations (Revised September 12, 2016) will be suspended.

APPENDIX "A" – PROVINCE OF QUEBEC

This Collective Agreement is not binding on the Quebec operation of any Member of the Company.

LETTER OF UNDERSTANDING**RE: MARKET RECOVERY PROGRAM**

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING

January 21, 2019

Re: **Journey-person-to-Apprentice Ratios**

In the jurisdiction of Local 586, contractors will observe the following journey-person to apprentice ratio for journey-person electricians and apprentice electricians. The number of apprentices who may be employed in relation to the number of journey-persons employed by the Contractor shall not exceed,

- (a) for the first journey-person, one apprentice;
- (b) for the second journey-person, an additional apprentice;
- (c) for the third journey-person, an additional apprentice;
- (d) for the fourth journey-person, an additional apprentice;
- (e) for the fifth journey-person, an additional apprentice;
- (f) for the next two additional journey-persons, an additional apprentice;
- (g) for every two additional journey-persons thereafter until 20 journey-persons are employed, an additional apprentice;
- (h) for the next three additional journey-persons after 20 journey-persons are employed, an additional apprentice;
- (i) for every three additional journey-persons thereafter, an additional apprentice.

These ratios may be adjusted on particular projects, with the permission of the Business Manager which shall not be unreasonably withheld, where market conditions make this necessary.

LETTER OF UNDERSTANDING

July 2, 2019

By no later than October 1, 2021, the parties will meet to discuss whether the changes made to the 2019 – 2022 Local 586 Appendix to the Principal Agreement will expire on April 30, 2022 in accordance with the parties Memorandum of Agreement (January 21, 2019) or whether those changes should be extended beyond April 30, 2022.

SECTION 22 - LOCAL APPENDIX - L.U. 773 - WINDSOR

Clause 602

FOREMEN

- (a) The Employees covered under this Agreement shall be General Foreman, Non-Working Foreman, Working Foreman, Sub-Foreman, Journeyman Electricians and Apprentices.
- (b) On all jobs having a Foreman, men are not to take orders from or accept the layout from anyone except the Foreman or other Supervisory staff of the Contractor. However, the Foreman on the job must be made aware of such instructions by the Supervisory staff prior to the orders of layout being accepted by the workmen.
- (c) The ratio of Journeyman to Foreman shall be the following schedule:
 - 4 Journeymen on a job will include:
 - 1 Working Sub-Foreman 5%
 - 5 to 9 Employees on a job will include:
 - 1 Working Foreman 10%
 - 10 to 13 Employees on a job will include:
 - 1 Non-Working Foreman 15%

A Sub-Foreman is permitted to do any bargaining employee work.

A Working Foreman is permitted to do any bargaining employee work.

A Non-Working Foreman is not permitted to do any bargaining employee work.

A Foreman shall not displace a Journeyman on any job where overtime is being worked.
- (d) A General Foreman shall be appointed by the Contractor when there are two (2) or more Foremen on the job. A General Foreman is not required for two (2) Working Foreman only. On a job when there is a combination of one (1) Working Foreman and one (1) Non-Working Foreman or more, a General Foreman is required.
- (e) The General Foreman shall work in a supervisory capacity only, overseeing the Foreman.
- (f) Cable Splicer: Cable Splicers and/or Journeyman shall receive the Cable Splicer rate of pay as shown in the Local 773 Wage Schedule (Clause 900 I.1) when splicing, terminating, capping or joining power distribution cables which will carry a voltage of 5 K.V. or larger.

Clause 800

REGULAR HOURS

The regular hours of work in Windsor shall be eight (8) hours per day, Monday to Thursday between the hours of 8:00 a.m. and 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

It may be necessary from time to time to vary the hours of work as established in the I.C.I. Agreement for Local 773. Any amendments to the hours of work will be established by mutual agreement between the Contractor and the Local Union Business Manager.

Employees required to work between the hours of 12:00 noon and 4:30 p.m. on Friday will be paid at the rate of one

and one-half (1 1/2) times their regular rate of wage. Work may be performed between the hours of noon and 4:30 p.m. on Friday at the regular rate of pay provided that the equivalent time off is granted to the Employee during the following or current work week. This shall be as an option to the Employee.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 803

WORK BREAKS

Notwithstanding Clause 803 of the Principal Agreement, Employees shall have a fifteen (15) minute rest period at mid-morning and a fifteen (15) minute rest period mid-afternoon provided that a current Local Area Recovery Initiative (LARI Agreement) is in effect. These rest periods shall also apply to all overtime and shift work. If a LARI agreement is not in effect, Clause 803 of the Principal Agreement will remain in force and Employees shall have a ten (10) minute rest period at mid-morning and ten (10) minute rest period mid-afternoon. These rest periods shall also apply to all overtime and shift work ten (10) minute rest period.

Clause 808

SHIFTS

1. The Business Manager of the Local Union shall be advised by the Contractor of contemplated shift work, three (3) days prior to the shift starting.
2. Where work cannot be performed during the regular working hours an afternoon or midnight shift may be instituted.
 - Afternoon Shift - The regular weekly afternoon shift consists of four (4) eight (8) hour days and one (1) four (4) hour day. The afternoon shift may commence anytime between 3:30 p.m. and 4:30 p.m. Monday afternoon to Friday p.m. All afternoon shift work shall be paid for at fifteen (15) percent above the base rate of pay for the work being performed.
 - Midnight Shift - The regular weekly midnight shift consists of four (4) eight (8) hour days and one (1) four (4) hour day. The midnight shift may commence anytime between 11:30 p.m. and 1:00 a.m. Sunday evening to Friday a.m. All midnight shift work shall be paid at twenty percent (20%) above the base rate of pay for the work being performed.
3. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rate is paid, that is to mean from 8:00 a.m. to 8:00 a.m. Shift work shall not be less than five (5) consecutive days in duration starting on a Monday. If a shift runs more than one (1) week, it can terminate on any day of any following week. Where it is necessary to deviate from the shift hours specified, such special cases will be discussed between the Contractor and the Union and a working basis agreed upon.

4. For each shift a one-half (1/2) hour lunch period shall be scheduled at approximately the midpoint of each shift and shall be taken on the Contractor's time.
5. If shift work is to last more than two (2) weeks the Contractor agrees to rotate all Employees on an equal basis.
6. In the ICI sector, the starting and finishing times of the regular hours of work may be varied on any project involving two or more shifts by up to one hour, upon mutual agreement, which agreement shall not be unreasonably refused. The total number of regular hours of work per day shall remain unchanged. Should special circumstances require further varying of the starting and finishing time, such shall be established by mutual agreement between the Contractor and the Local Union Business Manager.
7. When a change of shift start-time hours on work in the ICI sector occurs in circumstances where the Day Shift is scheduled for ten (10) hours or more, an afternoon or midnight shift may be instituted as follows:
 - (a) Afternoon Shift: In circumstances where the Day Shift is scheduled for ten (10) hours or more, the Afternoon Shift may commence anytime between 5:30 p.m. and 7:00 p.m. Monday afternoon to Friday p.m., but shall not commence more than one (1) hour after the conclusion of the Day Shift. The regular weekly Afternoon Shift consists of four (4) eight (8) hour afternoons Monday to Thursday and one (1) four (4) hour afternoon Friday. All Afternoon Shift work shall be paid at the employee's regular total package rate of pay plus fifteen (15%) percent of the employee's regular time base rate of pay for the work being performed. For clarity, the Afternoon Shift work performed on weekends and outside the regular Afternoon Shift working hours, shall be paid at double (2 times) the employee's total package rate of pay, plus fifteen (15) percent of the employee's regular time base rate of pay for the work being performed. The one-half (1/2) hour lunch period for the Friday Afternoon Shift and the one-half hour (1/2) lunch period for all weekend Afternoon Shifts shall be unpaid lunch breaks.
 - (b) Midnight Shift: In circumstances where the Day Shift is scheduled for ten (10) hours or more, the regular weekly midnight shift consists of four (4) eight (8) hour midnights Monday to Thursday and one (1) four (4) hour midnight Friday. The midnight shift may commence anytime between 11:30 p.m. and 1:00 a.m., Sunday evening to Friday a.m. All Midnight Shift work shall be paid at the employee's regular total package rate of pay plus twenty (20%) percent of the employee's regular time base rate of pay for the work being performed. Additionally, any shift commencing more than one hour after the conclusion of the Day Shift shall be considered a midnight shift. For clarity, all midnight shift work performed outside of the regular midnight shift hours and on weekends shall be paid at double (2 times) the employee's total package rate of pay, plus twenty (20%) percent above the employee's regular time base rate of pay for the work being performed. The one-half (1/2) hour lunch period for the Friday Midnight Shift and

the one-half hour (1/2) lunch period for all weekend Midnight Shifts shall be unpaid lunch breaks.

**900 I.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 773 - WINDSOR**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 38.58	3.86	22.83	65.27	0.40	65.67
	May 1, 2020	\$ 39.47	3.95	23.25	66.67	0.40	67.07
	May 1, 2021	\$ 40.73	4.07	23.27	68.07	0.40	68.47
Sub Foreman	May 1, 2019	\$ 40.51	4.05	22.83	67.39	0.40	67.79
	May 1, 2020	\$ 41.44	4.14	23.25	68.83	0.40	69.23
	May 1, 2021	\$ 42.77	4.28	23.27	70.32	0.40	70.72
Working Foreman Cable Splicer 5 K.V.	May 1, 2019	\$ 42.44	4.24	22.83	69.51	0.40	69.91
	May 1, 2020	\$ 43.42	4.34	23.25	71.01	0.40	71.41
	May 1, 2021	\$ 44.80	4.48	23.27	72.55	0.40	72.95
Non-Working Foreman Cable Splicer Over 5 K.V.	May 1, 2019	\$ 44.37	4.44	22.83	71.64	0.40	72.04
	May 1, 2020	\$ 45.39	4.54	23.25	73.18	0.40	73.58
	May 1, 2021	\$ 46.84	4.68	23.27	74.79	0.40	75.19
General Foreman	May 1, 2019	\$ 46.30	4.63	22.83	73.76	0.40	74.16
	May 1, 2020	\$ 47.36	4.74	23.25	75.35	0.40	75.75
	May 1, 2021	\$ 48.88	4.89	23.27	77.04	0.40	77.44
Apprentices	May 1, 2019						
40% 1st Period		\$ 15.43	1.54	13.95	30.93	0.40	31.33
50% 2nd Period		\$ 19.29	1.93	15.43	36.65	0.40	37.05
60% 3rd Period		\$ 23.15	2.32	16.90	42.37	0.40	42.77
70% 4th Period		\$ 27.01	2.70	18.39	48.10	0.40	48.50
80% 5th Period		\$ 30.86	3.09	19.87	53.82	0.40	54.22
Apprentices	May 1, 2020						
40% 1st Period		\$ 15.79	1.58	14.13	31.50	0.40	31.90
50% 2nd Period		\$ 19.74	1.97	15.65	37.36	0.40	37.76
60% 3rd Period		\$ 23.68	2.37	17.16	43.21	0.40	43.61
70% 4th Period		\$ 27.63	2.76	18.69	49.08	0.40	49.48
80% 5th Period		\$ 31.58	3.16	20.21	54.95	0.40	55.35
Apprentices	May 1, 2021						
40% 1st Period		\$ 16.29	1.63	14.15	32.07	0.40	32.47
50% 2nd Period		\$ 20.36	2.04	15.67	38.07	0.40	38.47
60% 3rd Period		\$ 24.44	2.44	17.18	44.06	0.40	44.46
70% 4th Period		\$ 28.51	2.85	18.71	50.07	0.40	50.47
80% 5th Period		\$ 32.58	3.26	20.23	56.07	0.40	56.47

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 3.58, Pension - \$ 10.17, Dues - \$ 1.82, Bill 162 - \$ 0.03, CCO - \$ 0.20,
Stabilization - \$ 2.00, JEPP - \$ 0.10 (include 13% HST with remittance), Union Funds - \$ 0.29, SUB Fund - \$ 4.64
May 1, 2020: Same as May 1, 2019 except Dues - \$ 1.84; SUB Fund - \$ 5.04
May 1, 2021: Same as May 1, 2019 except Dues - \$ 1.86; SUB Fund - \$ 5.04

**** Breakdown of ECA Funds:** please refer to Clause 1003 (a) and Clause 1003 (b):

Association Fund (WECA): \$ 0.18 (+ 13% HST)
ECA Ontario Fund (ECAO): \$ 0.10 (+ 13% HST)
EKJATC Fund: \$ 0.11
Ontario Construction Secretariat (OCS): \$ 0.01

Note: HST (13%) is payable on WECA Association Fund and ECAO Fund.

**NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period
May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**

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**900 I.2 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT - RESIDENTIAL
L.U. 773 - WINDSOR**

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	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 25.45	2.55	4.05	32.05	0.40	32.45
	May 1, 2020	\$ 26.45	2.65	4.45	33.55	0.40	33.95
	May 1, 2021	\$ 27.05	2.71	4.79	34.55	0.40	34.95
Sub Foreman	May 1, 2019	\$ 26.72	2.67	4.05	33.44	0.40	33.84
	May 1, 2020	\$ 27.77	2.78	4.45	35.00	0.40	35.40
	May 1, 2021	\$ 28.40	2.84	4.79	36.03	0.40	36.43
Working Foreman Cable Splicer 5 K.V.	May 1, 2019	\$ 28.00	2.80	4.05	34.85	0.40	35.25
	May 1, 2020	\$ 29.10	2.91	4.45	36.46	0.40	36.86
	May 1, 2021	\$ 29.76	2.98	4.79	37.53	0.40	37.93
Non-Working Foreman Cable Splicer Over 5 K.V.	May 1, 2019	\$ 29.27	2.93	4.05	36.25	0.40	36.65
	May 1, 2020	\$ 30.42	3.04	4.45	37.91	0.40	38.31
	May 1, 2021	\$ 31.11	3.11	4.79	39.01	0.40	39.41
General Foreman	May 1, 2019	\$ 30.54	3.05	4.05	37.64	0.40	38.04
	May 1, 2020	\$ 31.74	3.17	4.45	39.36	0.40	39.76
	May 1, 2021	\$ 32.46	3.25	4.79	40.50	0.40	40.90
Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period	May 1, 2019						
		\$ 14.00	1.40	4.05	19.45	0.40	19.85
		\$ 14.00	1.40	4.05	19.45	0.40	19.85
		\$ 15.27	1.53	4.05	20.85	0.40	21.25
		\$ 17.82	1.78	4.05	23.65	0.40	24.05
Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period	May 1, 2020						
		\$ 14.00	1.40	4.45	19.85	0.40	20.25
		\$ 14.00	1.40	4.45	19.85	0.40	20.25
		\$ 15.87	1.59	4.45	21.91	0.40	22.31
		\$ 18.52	1.85	4.45	24.82	0.40	25.22
Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period 80% 5th Period	May 1, 2021						
		\$ 14.00	1.40	4.79	20.19	0.40	20.59
		\$ 14.00	1.40	4.79	20.19	0.40	20.59
		\$ 16.23	1.62	4.79	22.64	0.40	23.04
		\$ 18.94	1.89	4.79	25.62	0.40	26.02
	\$ 21.64	2.16	4.79	28.59	0.40	28.99	

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 1.20, Pension - \$ 1.85, Union - \$ 0.50, S.U.B. - \$ 0.50
 May 1, 2020: Health & Welfare - \$ 1.40, Pension - \$ 2.05, Union - \$ 0.50, S.U.B. - \$ 0.50
 May 1, 2021: Health & Welfare - \$ 1.50, Pension - \$ 2.29, Union - \$ 0.50, S.U.B. - \$ 0.50

**** Breakdown of ECA Funds:** please refer to Clause 1003 (a) and Clause 1003 (b):

Association Fund (WECA): \$ 0.18 (+ 13% HST)
 ECA Ontario Fund (ECAO): \$ 0.10 (+ 13% HST)
 EKJATC Fund: \$ 0.11
 Ontario Construction Secretariat (OCS): \$ 0.01

Note: HST (13%) is payable on WECA Association Fund and ECAO Fund.

**NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period
May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**

**900 I.3 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT - MAINTENANCE
L.U. 773 - WINDSOR**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 34.72	3.47	22.83	61.02	0.40	61.42
	May 1, 2020	\$ 35.52	3.55	23.25	62.32	0.40	62.72
	May 1, 2021	\$ 36.66	3.67	23.27	63.60	0.40	64.00
Sub Foreman	May 1, 2019	\$ 36.46	3.65	22.83	62.94	0.40	63.34
	May 1, 2020	\$ 37.30	3.73	23.25	64.28	0.40	64.68
	May 1, 2021	\$ 38.49	3.85	23.27	65.61	0.40	66.01
Working Foreman Cable Splicer 5 K.V.	May 1, 2019	\$ 38.19	3.82	22.83	64.84	0.40	65.24
	May 1, 2020	\$ 39.07	3.91	23.25	66.23	0.40	66.63
	May 1, 2021	\$ 40.33	4.03	23.27	67.63	0.40	68.03
Non-Working Foreman Cable Splicer Over 5 K.V.	May 1, 2019	\$ 39.93	3.99	22.83	66.75	0.40	67.15
	May 1, 2020	\$ 40.85	4.08	23.25	68.18	0.40	68.58
	May 1, 2021	\$ 42.16	4.22	23.27	69.65	0.40	70.05
General Foreman	May 1, 2019	\$ 41.66	4.17	22.83	68.66	0.40	69.06
	May 1, 2020	\$ 42.62	4.26	23.25	70.13	0.40	70.53
	May 1, 2021	\$ 43.99	4.40	23.27	71.66	0.40	72.06
Apprentices	May 1, 2019						
40% 1st Period		\$ 13.89	1.39	13.95	29.23	0.40	29.63
50% 2nd Period		\$ 17.36	1.74	15.43	34.53	0.40	34.93
60% 3rd Period		\$ 20.83	2.08	16.90	39.81	0.40	40.21
70% 4th Period		\$ 24.30	2.43	18.39	45.12	0.40	45.52
80% 5th Period		\$ 27.78	2.78	19.87	50.43	0.40	50.83
Apprentices	May 1, 2020						
40% 1st Period		\$ 14.21	1.42	14.13	29.76	0.40	30.16
50% 2nd Period		\$ 17.76	1.78	15.65	35.19	0.40	35.59
60% 3rd Period		\$ 21.31	2.13	17.16	40.60	0.40	41.00
70% 4th Period		\$ 24.86	2.49	18.69	46.04	0.40	46.44
80% 5th Period		\$ 28.42	2.84	20.21	51.47	0.40	51.87
Apprentices	May 1, 2021						
40% 1st Period		\$ 14.66	1.47	14.15	30.28	0.40	30.68
50% 2nd Period		\$ 18.33	1.83	15.67	35.83	0.40	36.23
60% 3rd Period		\$ 22.00	2.20	17.18	41.38	0.40	41.78
70% 4th Period		\$ 25.66	2.57	18.71	46.94	0.40	47.34
80% 5th Period		\$ 29.33	2.93	20.23	52.49	0.40	52.89

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 3.58, Pension - \$ 10.17, Dues - \$ 1.82, Bill 162 - \$ 0.03, CCO - \$ 0.20, Union Fund - \$ 0.29
Stabilization - \$ 2.00, JEPP - \$ 0.10 (include 13% HST with remittance), SUB Fund - \$ 4.64
May 1, 2020: Same as May 1, 2019 except Dues - \$ 1.84; SUB Fund - \$ 5.04
May 1, 2021: Same as May 1, 2019 except Dues - \$ 1.86; SUB Fund - \$ 5.04

**** Breakdown of ECA Funds:** please refer to Clause 1003 (a) and Clause 1003 (b):

Association Fund (WECA): \$ 0.18 (+ 13% HST)
ECA Ontario Fund (ECAO): \$ 0.10
EKJATC Fund: \$ 0.11
Ontario Construction Secretariat (OCS): \$ 0.01

Note: HST (13%) is payable on WECA Association Fund and ECAO Fund.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.

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Clause 900 I.4**WAGES & FRINGE BENEFITS RESIDENTIAL AGREEMENT**

For information on the Residential Agreement Wages & Benefits, contact the offices of either the ECA Windsor or Local 773, Windsor.

Clause 900 I.5**VACATION PAY AND STATUTORY HOLIDAY PAY**

Vacation pay shall be paid at the rate of four percent (4%) of the Employees' gross wage. An additional six percent (6%) of the Employees' gross wage shall be paid in lieu of Statutory Holiday pay. Vacation and Statutory Holiday pay will be remitted monthly to IBEW Local 773 Vacation Pay Trust Fund along with proper remittance forms showing all hours worked and monies earned. The Administrator of the Fund shall register all hours and deposit all cheques in a bank chosen by the Trustees of the Fund. Payment from the Fund will be made twice yearly or more often as determined by the Trustees of the Fund.

Clause 1000**HEALTH INSURANCE PLAN**

It is mutually agreed between the Parties to this Agreement that the Contractors will contribute to the Employees' Benefit Fund the sum of:

\$3.58 for each straight time hour, \$5.37 for each time and one half (1 1/2) hour, \$7.16 each double (2) time hour worked by the Employee and will remit such amounts to the Administrator of the Fund at such time as directed by him/her. It is further agreed that these contributions will be administered by the Trustees to provide a Health Insurance Plan for the members of Local Union 773, IBEW regularly employed, available for regular employment and willing to be employed by the Electrical Contractors under Rules and Regulations to be instituted by the said Trustees. Included in these amounts is the \$0.03 per hour contribution to the Bill 162 fund to cover the continuation of benefits.

Clause 1001**BENEFIT PLAN (S.U.B.) AND PENSION PLAN**

It is mutually agreed between the parties to this Agreement that the Contractors will contribute to the Employees' Benefit Plan (S.U.B.) and the Pension Plan the following:

S.U.B. - \$4.64 (May 1, 2020 \$5.04; May 1, 2021 \$5.04)
Pension - \$10.17

These amounts shall be paid one (1) time for each straight time hour worked, one and one half times (1 1/2) for each time and one half hour worked, two (2) times for each double time hour worked by the Employee and will remit such amount to the Administrator of those Funds at such times as directed by him/her.

Clause 1002**HEALTH & WELFARE, S.U.B. AND PENSION**

It is further agreed that these contributions shall be administered by the Trustees to provide benefits and payments for the members of Local Union 773, IBEW regularly employed by the Electrical Contractors, signatories to this Agreement.

Clause 1003**(a) ASSOCIATION FUND**

It is mutually agreed between the Parties to this Agreement that the Contractors will contribute to the Windsor Electrical Contractors Association Fund (the "Association Fund") to an Administrator of the Fund as follows:

\$ 0.27 per paid hour earned by all their Employees who work under the terms of the Agreement.

The Association Fund will be used for the support of the Windsor Electrical Contractors Association ("WECA") and to promote the Electrical Industry.

(b) ESSEX AND KENT JOINT APPRENTICESHIP TRAINING COUNCIL FUND

It is mutually agreed between the Parties to this Agreement that the Contractors will contribute to the Essex and Kent Joint Apprenticeship Training Council Fund to an Administrator of the Fund as follows:

\$ 0.11 per paid hour

earned by all their Employees who work under the terms of the Agreement.

The purpose of the Essex and Kent Joint Apprenticeship Training Council Fund is to pay towards the cost of the Apprentice Training Program as operated by the Essex and Kent Joint Apprenticeship Training Council ("EKJATC"), and to finance the education and training of Journeymen and Foremen to assist their improvement and advancement in the trade.

Clause 1004**ALL CONTRIBUTIONS TO THE FOLLOWING:**

- (1) Health & Welfare
- (2) Benefit Plan (S.U.B.)
- (3) Pension Plan
- (4) Vacation and Statutory Holiday Pay Fund
- (5) Association Fund
- (6) I.B.E.W. Local Stabilization Trust Fund
- (7) Dues, Building Fund and Education Fund
- (8) EKJATC Fund

are to be remitted monthly not later than the fifteenth (15th) of each month, following the month for which contributions are being made; if payments are not made by the fifteenth (15th) of the month, a penalty of one percent (1%) per day shall be charged until such payment is remitted. Such interest shall commence on the sixteenth (16th) day. If an additional fifteen (15) calendar days elapse without payment, an additional penalty of one hundred dollars (\$100.00) per day will be imposed as an assessment to the Contractor and Local Union 773 of the IBEW can remove the Employees until the payments are received.

Clause 1005

In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.20 (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario. (This amount has been included in Union Funds).

Clause 1006

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
 c/o Electrical Trade Bargaining Agency
 10 Carlson Court, Suite 702
 Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1007

BEREAVEMENT PAY

Bereavement Pay - In the event of death in the immediate family of an Employee, (spouse, children, mother, father, mother-in-law, father-in-law any member working thru Local 773 shall receive fourteen (14) hours pay.

Clause 1008

STABILIZATION

In the same manner as the Union Benefits and on the same form the Company shall remit \$2.00 per hour paid to the Administrator who will in turn remit all monies to the I.B.E.W. Local 773 Stabilization Trust Fund. Stabilization Grants from the I.B.E.W. Local 773 Stabilization Trust Fund shall be way of Memorandum of Local Amendment pursuant to the Market Recovery Program set out in the Letter of Understanding to this Local Appendix.

Clause 1009

UNION DUES, BUILDING FUND AND EDUCATION FUND

In the same manner as the Union Benefits and on the same form, the Company shall remit the amounts shown in Clause 900 I.1, 900 I.2, 900 I.3 for Union Dues, Education Fund and Building Fund.

These amounts shall be paid one (1) time for each straight time hour worked, one and one half (1½) for each time and one half hour worked and two (2) times for each double time hour worked and will remit such amount to the Administrator of those funds who will in turn remit all monies to the I.B.E.W. Local 773.

Clause 1010

1. Owners/Operators who are bound to this Agreement shall remit as per Clause 1003 and have the option to contribute to the Health and Welfare Fund, the S.U.B. Fund and the Pension Fund on their behalf. All of these funds must be paid for a minimum of 144 hours for ICI, (160 for Residential) per month in the amounts and manner described in Clauses 1000 to 1004 inclusive.
2. Owner/Operators who are bound to this Agreement and who perform bargaining unit work shall remit for all other Funds for a minimum of 144 hours for ICI, (160

for Residential) per month in the amounts and manner described in Clauses 900 I.1 , 900 I.4, 1004, 1005, 1006, 1008 and 1009.

Clause 1100

TRAVELLING ALLOWANCES

The County of Essex shall be a free travel zone for all Essex County Contractors and the Municipality of Chatham-Kent shall be a free travel zone for all Chatham-Kent Contractors with the exceptions below:

For Essex County Contractors, there shall be a free travel zone in the Municipality of Chatham Kent from the 401, north on Bloomfield Road continuing onto Bear Line until Pioneer Road, east on Pioneer Road to Prince Albert Road, then south on Prince Albert Road to Hwy 40 and to Hwy 401.

For Chatham Kent Contractors there shall be a travel free zone beginning at Manning Road and North Townline Road (City Road #8) North on Manning Road (#19) to the Detroit River and west on County Road #8 to the Detroit River.

All allowances beyond the free travel zone shall be paid at the rate of \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per kilometre to and from the job site per man.

Free travel included on both sides of the road boundaries as indicated above.

Clause 1101

PARKING

Employees working on projects in the downtown core area bounded by the Detroit River to the North, Wyandotte St. to the South, Janette Ave to the West and Alymer Ave to the East, shall be provided with adequate parking by the Employer for the Employees vehicles without charge, within one (1) city block of the project site, commencing at the beginning of the project and shall last until its completion. When a Contractor is unable to provide parking as describe in Clause 1101, a parking allowance will be paid in full weekly, up to a maximum of \$8.00 per day to each employee upon the presentation of valid parking receipts.

Clause 1500

RESIDENTIAL

Clause 1501

SCOPE

- (a) This Section is intended to cover residential construction work only in the County of Essex and the Municipality of Chatham-Kent.
- (b) Residential construction shall be defined as electrical construction work performed in the following:
 - Single and Multiple family dwellings
 - Town Houses and Row Houses
 - Motels
 - Apartment buildings
 - Residential service trucks
- (c) The scope of this Section shall not apply to electrical work involved in the following:
 - Institutional work
 - Commercial work other than those areas as defined in this Agreement

- Industrial work

- (d) If prior to the tender closing a question arises as to whether the job comes under the scope of this Section or the I.C.I. Agreement, it will be the Employers' responsibility to contact the union Business Manager for clarification. The Business Manager's decision can be referred to the joint policy board.

Clause 1502

HOURS OF WORK

- (a) The regular work week shall be forty (40) hours, consisting of five (5) eight (8) hour work days, Monday to Friday inclusive. If due to inclement weather or conditions beyond the Contractors' control, the Employees lose work time during the work week, the Employees may on a voluntary basis choose to make up the lost time hours at another time during the current work week.
- (b) The regular work hours per day shall be eight (8) hours per day between the hours of 8:00 a.m. and 12 noon and 12:30 p.m. to 4:30 p.m. The starting time may be adjusted up to one hour earlier on mutual agreement between the Contractor and the local union Business Manager. Employees scheduled to work a regular work day will not have their start time altered for lack of supervision or material present on a jobsite.
- (c) Employees who are requested to perform work in excess of the regular work day, will be paid at the rate of one and one half (1 1/2) times the regular rate of pay.
- (d) Employees who are requested to work on Saturdays shall be paid at a rate of one and one half (1 1/2) times the regular rate of pay.
- (e) Employees who are required to perform work on Sundays and on Holidays shall be paid at the rate of two (2) times the regular rate of pay.
- (f) All overtime shall be worked on a voluntary basis. There shall be no discrimination or action taken against any Employee who refuses to accept overtime work.
- (g) Workmen properly assigned to a job and who report at the regular starting time shall receive not less than two (2) hours pay, unless notified by 7:00 a.m. It is understood that this shall not be construed to mean two (2) hours in addition to the hours actually worked in any one work day. If the Employee is not reporting for work, he/she shall notify the Employer or his representative by 8:00 a.m. If the Employee is leaving the job during regular working hours, he/she shall notify the Employer's shop or his representative. The Employee receiving show up time of two (2) hours must remain on the job site until authorized to leave the job site.
- (h) When an Employer requires an Employee to come in to work after the regular working hours on a callout, the Employee will receive a minimum of two (2) hours overtime or from the time he/she leaves their residence.

Clause 1503

WAGES

- (a) The wage schedule for Employees under this Section shall be those as set forth in the Residential Appendix for Local 773 as contained in Section 22.
- (b) The Employer agrees that Employees who are hired for I.C.I. work and who are transferred to residential work shall receive full union benefits as contained in the current I.C.I. Provincial Agreement or as amended from time to time.

Clause 1504

BENEFITS

It is mutually agreed between the parties to this agreement that the Employer will contribute to the union benefit plans the amounts for medical and pension as provided in the residential appendix wage schedule. These amounts shall be paid one (1) time for each straight time hour worked, one and one half (1 1/2) times for each time and one half hour worked, two (2) times for each double time hour worked by the Employee and will remit such amount to the Administrator of the funds at such time as directed by him/her or her

Clause 1505

INCLUSIONS

The Clauses in the Principal Agreement shall apply to this Section save and except where they are specifically amended or excluded by the Clauses in this Section.

Clause 1600

MAINTENANCE

Clause 1601

PURPOSE

The purpose of this Agreement is to establish wages, conditions and hours of work for maintenance type work. Members to be employed under the Maintenance Agreement shall do so at their option.

Clause 1602

SCOPE

- (a) Maintenance shall be electrical work in an operating industry where such Electrical Work would normally be performed by the maintenance personnel of the Client, and is further defined as Electrical Work performed of a repair or maintenance character within the limits of the property. Should a problem arise on the application of this Clause a meeting of the Local Joint Conference Board shall be called within twenty four (24) hours, or sooner, to resolve the problem. The Contractor agrees to notify the Business Manager before commencing a maintenance job requiring four (4) or more Employees.
- (b) The scope of this Maintenance Clause does not cover Electrical Work as follows:
 - (1) New Construction Work
 - (2) Complete new Facilities for a new client in an existing facility.
 - (3) All new substation work, and such other work as may be determined by the parties to this Agreement.

- (4) Installation of machinery within a new building where such installation is concurrent with the construction of the building or immediately after completion of the building.

Clause 1603

DEFINITIONS

- (a) Maintenance work is work performed by replacing, renovating or revamping (commonly known as repair work) of existing facility within a plant so as to keep it in efficient operating condition. Maintenance work should not be construed to mean major changes in the design of an existing plant, which would cause to improve or increase line output, design output or production of an Industrial Plant or project, as this is considered new Industrial work.

Maintenance work shall include replacement of existing individual items of machinery and equipment with new units. It is understood that this concept would not include replacement of an entire production system installation in a plant in order to increase production.

- (b) The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

The word "repair" used within the terms of this Agreement and in connection with maintenance, is work required to restore, by replacement or by re-vamp of parts of existing facilities, to efficient operating conditions.

The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to change, by replacement or by "re-vamp" of parts of existing facilities, to efficient operating conditions.

- (c) In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the Local Joint Conference Board for resolution. Failing to resolve this issue at the LJCB, it shall be referred to the Electrical Trade Joint Board for resolution.
- (d) The term ICI Electrical Construction Agreement shall mean the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW- CCO.
- (e) The term Contractor shall mean an Employer signatory to the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW- CCO.

Clause 1604

HOURS OF WORK

- (a) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- (b) Daily starting and stopping times may be adjusted up to one (1) hour earlier and one (1) hour later when agree able to the Company and the Local Union Business Manager because of extenuating circumstances.

Clause 1605

OVERTIME

All time worked before and after the established work day of eight (8) hours, Monday through Friday shall be paid for at the rate of time and one half for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double (2) time.

All time worked on Saturday up to a maximum of eight (8) hours will be paid for at the rate of time and one half. Any additional hours worked beyond eight (8) hours shall be paid at the rate of double (2) time.

All time worked on Sunday and Holidays shall be paid for at the rate of double (2) time.

All overtime shall be worked on a voluntary basis and shall be distributed as equally as possible among IBEW members.

Clause 1606

WAGES

Wage rates for maintenance work shall be ninety percent (90%) of those as set forth in the Area Appendix of the current ICI Electrical Construction Agreement where such work is to be performed and shall be paid to all Employees under the terms of this Agreement and wages shall be paid weekly by cheque Thursday.

Clause 1607

BENEFITS AND OTHER MONETARY FUNDS

Union funds and Employer Association funds shall be remitted as set forth in the applicable Area Appendices to the ICI Provincial Electrical Construction Agreement.

Clause 1608

RECOGNIZED HOLIDAYS

The recognized holidays shall be those recognized in Clause 805 of the Principal Agreement and shall be celebrated on the days established in the Principal Agreement. Should the Owner/Client wish to alter the Holiday schedule therein, the Contractor may opt to follow the Owner/Client's schedule without penalty with prior notice to Local Union Office.

Clause 1609

INCLUSIONS

All items not specifically amended by this Section shall be observed in accordance with the Principal Agreement.

Clause 1907

WELDER

Electrician/Welder: Electricians who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welders leathers. The Welder's helper (if required) shall also be supplied all protective and safety equipment.

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

Dated at Toronto, Ontario this 14th day of January, 2019.

Karl Lovett
 Business Manager
 IBEW Local Union 773

Whit Tucker
 ETBA Representative
 WECA

SECTION 22 - LOCAL APPENDIX - L.U. 804 - CENTRAL ONTARIO

Clause 602

FOREMEN CATEGORIES

- (a) A Contractor may, at their discretion, assign a Sub-Foreman on a job employing four (4) Employees or less, including the Sub-Foreman. The Sub-Foreman base rate of pay will be one hundred and ten percent (110%) of the Journeyman base rate. A Sub-Foreman can do the regular work of a Journeyman. A Sub-Foreman cannot be assigned to any job requiring a Foreman as per sub-section (b).
- (b) On all jobs requiring five (5) or more employees, one (1) shall be designated as Foreman by the Contractor. The Foreman base rate of pay will be one hundred and twelve percent (112%) of the Journeyman base rate.
- (c) A Foreman can do the regular work of a Journeyman, but shall not supervise more than twelve (12) Employees.
- (d) On jobs requiring a Foreman, Employees are not to take directions from or accept the layout of any job, from anyone except his immediate Foreman.
- (e) When more than one (1) Foreman is required on a job, one (1) shall be designated as General Foreman. The General Foreman base rate of pay will be one hundred and eighteen percent (118%) of the Journeyman base rate.
- (f) General Foreman can supervise up to twelve (12) Employees, but shall not do the regular work of a Journeyman.
- (g) All Foreman and General Foreman shall possess a Certificate of Qualification and must be a member of the IBEW.

Clause 707

LAYOFF NOTIFICATION

In the jurisdiction of Local 804, the layoff notification will be in writing, including names at the time of layoff. Failure to provide notice as prescribed will incur penalties as prescribed in Clause 707 of the Provincial Section of the Principal Agreement.

Clause 800

REGULAR HOURS

The regular hours of work in Central Ontario shall be eight (8) hours per day Monday to Thursday between the hours of 7:00 a.m. to 3:30 p.m., with a ½ hour unpaid lunch that will be observed at mid-shift, and Friday four (4) hours between the hours of 7:00 a.m. and 11:00 a.m. The regular hours of work in Central Ontario shall be thirty-six (36) per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday.

SMALL PROJECTS

In cases where the total number of members regularly assigned to work on a project does not exceed six (6), the hours of work shall be eight (8) hours per day, Monday to Friday, between the hours of 7:00 a.m. to 3:30 p.m., with a ½ hour unpaid lunch that will be observed mid-shift. A total of forty (40) hours per week shall constitute a normal work week. Up to five (5) additional hours may be worked in a normal work week, Monday to Friday, at a rate of one and one-half (1-1/2) times the applicable straight time hourly rate of pay with no more than two (2) additional hours worked per shift.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 801

START TIME

Notwithstanding Clause 801 of the Provincial Section of the Provincial Agreement, in the jurisdiction of Local 804, the daily starting time may be adjusted up to one (1) hour earlier or one (1) hour later with the Local Union Business Manager's written approval.

Clause 803

WORK BREAKS

Notwithstanding Clause 803 – Work Breaks of the Provincial Section of the Principal Agreement, in the jurisdiction of Local 804 the work breaks will be 15 minutes each.

In addition, for those Employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the regular shift before the commencement of overtime work. No premium will be paid in lieu if the break is not taken.

Clause 805

STATUTORY HOLIDAYS

When working supplementary to an Owner's Workforce or on the property of an occupied premises, and when a Statutory Holiday is celebrated by that Owner's Workforce on a day other than designated herein, then the holiday will be observed on the same day as celebrated by the Owner's Workforce.

Clause 806

OVERTIME

- (a) Employees referenced in Clause 602 on a specific work site shall have the opportunity to share in the overtime in accordance with Clause 806 (A) of the Principal Agreement
- (b) Employees from another work site shall not displace Employees on a job where overtime is being worked.

Clause 808

SHIFTS

1. Any Employee required to work shift hours other than regular working hours defined in Article 800A, between 12:01 a.m. Monday and midnight Friday, shall receive an additional fifteen percent (15%) in addition to the regular rate. In calculating overtime pay on shift work for each overtime hour worked, there will be no pyramid of shift premium as per Clause 915.
2. It is understood that the Local Union Business Manager must be notified three (3) working days prior to any shift work commencing.
3. No Employee shall per permitted to work on more than one (1) shift in twenty-four (24) hours from 7:00 a.m. to 6:59 a.m. unless two (2) times the straight time total monetary wage package is paid. Employees shall have a minimum of ten (10) hours' time off from work when changing shifts.
4. All shifts must be arranged so that workers shall not lose time due to shift changes.
5. Where two (2) or more shifts are established on a project, then the afternoon and night shifts shall not be for less than five (5) consecutive calendar days except when a statutory holiday occurs during the shift, or with the agreement of the Business Manager of the Local Union and the Contractor. When a holiday occurs during the shift and the employees do not work, the shift will be extended by the number of unworked holidays. Double the regular rate of pay shall be paid for each shift day worked if the shift is terminated prior to five (5) days having been worked. For clarity, if an employee quits or is terminated for cause prior to working five (5) calendar days he will be compensated as if the shift has been established.
6. A Contractor may work a reduced shift work week, when it is mutually agreeable to both parties, Contractor and Union.

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**900 J.1 WAGES AND FRINGE BENEFITS - INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL (ICI)
PRINCIPAL AGREEMENT
L.U. 804 - CENTRAL ONTARIO**

	Date	Base Rate	V.P. & S.H.P.*	Union** Funds	Wage Package	ECA*** Fund	Total Package
Journeyman	May 1, 2019	\$ 45.91	4.59	14.35	64.85	0.46	65.31
	May 1, 2020	\$ 46.75	4.68	14.82	66.25	0.46	66.71
	May 1, 2021	\$ 47.58	4.76	15.31	67.65	0.46	68.11
Sub-Foreman (10%)	May 1, 2019	\$ 50.50	5.05	15.44	70.99	0.46	71.45
	May 1, 2020	\$ 51.43	5.14	15.97	72.54	0.46	73.00
	May 1, 2021	\$ 52.34	5.23	16.49	74.06	0.46	74.52
Foreman (12%)	May 1, 2019	\$ 51.42	5.14	15.65	72.21	0.46	72.67
	May 1, 2020	\$ 52.36	5.24	16.19	73.79	0.46	74.25
	May 1, 2021	\$ 53.29	5.33	16.74	75.36	0.46	75.82
General Foreman (18%)	May 1, 2019	\$ 54.17	5.42	16.30	75.89	0.46	76.35
	May 1, 2020	\$ 55.17	5.52	16.87	77.56	0.46	78.02
	May 1, 2021	\$ 56.14	5.61	17.43	79.18	0.46	79.64
Apprentices	May 1, 2019						
40% 1st Period		\$ 18.36	1.84	7.81	28.01	0.46	28.47
50% 2nd Period		\$ 22.96	2.30	8.88	34.14	0.46	34.60
60% 3rd Period		\$ 27.55	2.76	9.98	40.29	0.46	40.75
70% 4th Period		\$ 32.14	3.21	11.07	46.42	0.46	46.88
80% 5th Period		\$ 36.73	3.67	12.15	52.55	0.46	53.01
Apprentices	May 1, 2020						
40% 1st Period		\$ 18.70	1.87	8.02	28.59	0.46	29.05
50% 2nd Period		\$ 23.38	2.34	9.17	34.89	0.46	35.35
60% 3rd Period		\$ 28.05	2.81	10.29	41.15	0.46	41.61
70% 4th Period		\$ 32.73	3.27	11.42	47.42	0.46	47.88
80% 5th Period		\$ 37.40	3.74	12.56	53.70	0.46	54.16
Apprentices	May 1, 2021						
40% 1st Period		\$ 19.03	1.90	8.25	29.18	0.46	29.64
50% 2nd Period		\$ 23.79	2.38	9.44	35.61	0.46	36.07
60% 3rd Period		\$ 28.55	2.86	10.60	42.01	0.46	42.47
70% 4th Period		\$ 33.31	3.33	11.79	48.43	0.46	48.89
80% 5th Period		\$ 38.06	3.81	12.96	54.83	0.46	55.29

* **Vacation Pay & Statutory Holiday Pay:** 10% of Base Rate

**** Breakdown of Union Funds:**

Pension Contributions: Defined Benefit - 13% of Base Rate, Defined Contribution - 2% of Base Rate
 Health & Welfare - \$ 3.10, (May 1, 2020 - \$ 3.15; May 1, 2021 - \$ 3.20)
 Paid Leave Reserve - \$ 0.02, CCO Fund - \$ 0.20, JEPP - \$ 0.10, DeNovo Fund - \$ 0.01
 Retirement Incentive Plan - \$ 0.01, Education Fund - 0.5% (0.75% May 1, 2020) of Base Rate
 Recreation Fund - 0.25% (0.50% May 1, 2020) of Base Rate
 Training Facility Fund -1.0% (1.5% - May 1, 2018) of Base Rate
 MRF (Stabilization Fund): 6.5% (7.0% May 1, 2021) of Base Rate

*****Breakdown of ECA Funds:**

ECACO \$ 0.35
 ECAO \$ 0.10
 DeNovo Fund: \$ 0.01

NOTE:

1. **On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**
2. A Union Dues Check-off of two (2%) percent of the hourly base rate to be deducted from Employee's wages.

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**Clause 900 J.5
HEIGHT PAY - CONDITIONS AND RATES**

- (a) Height Pay applies where workmen are required to work 18.3 metres (60') and over from the ground on structures or open platforms, including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds or similar equipment where a workman is subject to a fall to the ground.
- (b) Height Pay rate shall be twenty-one percent (21%) of the straight time hourly Journeyman's rate to all Employees subject to height pay.
- (c) Contractor agrees to exercise sound reasoning in the proper placement of Employees with respect to age and ability to climb.

**Clause 900 J.6
VACATION AND STATUTORY HOLIDAY PAY**

Payment of vacation and statutory holiday pay shall be remitted together with such statements as are required by the Trustees of the Vacation and Statutory Holiday Pay Fund.

**Clause 900 J.7
BEREAVEMENT LEAVE**

When death occurs in an Employee's immediate/current family i.e. Spouse, Mother, Father, Brother, Sister, Child, Step-Parents, Step-Children, or Mother or Father of an Employee's spouse, an Employee will be paid \$250 per day by the Employer for the first three normally scheduled working days (excluding Saturdays, Sundays and Holidays) from the date of death up to and including the day of the funeral.

An Employee will be paid \$250 for one day to attend the funeral of a Grandparent.

A copy of the Obituary Notice or Funeral Director's Statement must be provided to the Employer.

**Clause 900 J.8
JURY DUTY**

An Employee who incurs lost wages as a result of: attending for jury selection pursuant to a summons; serving as a juror; serving as a witness pursuant to a subpoena or summons where the Employee is not party to the proceedings, will be paid \$250 by the Employer for each day of lost wages to a maximum of ten days.

The Employee must provide to the Employer satisfactory proof of attendance from the appropriate court/legal institution stating the dates and the purpose of attendance.

**Clause 900 J.9
BILL 162 – INJURED WORKERS**

Any member having suffered a loss-of-time accident who is being covered through the Workplace Safety and Insurance Board will have premium costs made on their behalf to the Health and Welfare fund, and regular contributions to the Pension fund for a period of twelve (12) months following the date of injury or up to the date you are no longer receiving Workplace Safety & Insurance Board benefits.

**Clause 900 J.10
PARENTAL LEAVE**

An Employee exercising their parental leave entitlement under the Employment Standards Act will, for the duration of the leave, have premium costs paid on their behalf by the Employer to the Health and Welfare Fund and will also have regular contributions to their Pension fund made on their behalf by the Employer.

**Clause 902
PAY STUBS**

In the jurisdiction of Local 804, Contractors may issue pay stubs electronically. If requested by the Employee, the Employer will assist the Employee in creating an email account for this purpose at no cost to the Employee. An Employee may request a paper copy of the pay stub to also be mailed or hand delivered to them within five (5) business days.

**Clause 903
RECORD OF EMPLOYMENT ON LAYOFF**

In the jurisdiction of Local 804, contractors will submit Records of Employment to Service Canada electronically in conformance with Service Canada regulations. An Employee may request a paper copy of the ROE to also be mailed or hand delivered to them within five (5) business days.

**Clause 1000
HEALTH & WELFARE, PENSION, EDUCATION FUND, TRAINING FACILITY FUND, RECREATION FUND, RETIREMENT INCENTIVE PROGRAM (RIP) FUND, INDUSTRY FUND, STAB/MARKET RECOVERY FUND, CHECK - OFF DUES AND CCO FUND.**

- (a) Contractor's contribution for Health & Welfare Plan shall be \$ 3.10 (May 1, 2020 \$ 3.15; May 1, 2021 \$3.20).
- (b) The agreed upon payments shall be directed to the Welfare Fund as may be provided by the Trust Agreement.
- (c) Welfare payments are required for all Employees employed under the conditions and jurisdiction of Local Union 804 of the International Brotherhood of Electrical Workers.
- (d) In the same manner as above Union Benefits and on the same form, each Contractor will contribute forty-six (\$0.46) per hour paid to a Journeyman or Apprentice under this Agreement. The contributions will be made to the Electrical Contractors Association of Central Ontario, and will be paid through the same Administrator but will be recorded as a separate sum..
- (e) All contributions to this Industry fund shall be used exclusively for the benefit, promotion and expansion of the Electrical Industry and shall be paid to and administered by the Board of Directors of the Electrical Contractors Association of Central Ontario.
- (f) Each Contractor shall remit contributions and reports to the Administrator by the fifteenth (15th) day of the month, following the month worked. Every Contractor who has not made payments on or before the twentieth (20th) day of the month, following the

month worked, shall be subject to a two percent (2%) penalty per month for each month late, applied to the unpaid balance until all delinquencies and penalties are paid.

- (g) The Welfare Fund shall be controlled by a Board of Trustees who shall be appointed in the manner described in the Trust Document that has been jointly agreed to between the Union and the Association.
- (h) Should any Government legislation, whether Federal or Provincial be instituted at any time during the term of this Collective Agreement, which affects any Fringe Benefits in any manner, both the Union and the Contractor agree to re-negotiate that part of the contract as it affects the monies and Fringe Benefits indicated in (a) above for the purpose of redistribution of said benefits, provided no additional monies are required of the Contractor.
- (i) It is understood and agreed by the signatories of this Agreement, that should Local 804 wish to implement a Pension Plan, a SUB Plan, or any other Fringe Benefits, that the Contractor will change the Welfare contributions as required to finance such plans, provided that no additional monies over and above the agreed upon monetary package will be required from the Contractors. It should be noted that, while the intent is clear and agreed to, proper contractual language should be obtained from the current Welfare Plan Administrators.
- (j) **PENSIONS**
The Employer shall contribute to the IBEW Local 804 Pension Trust Fund in the amount of two (2) percent of the regular rate for each hour earned by each employee covered by this Collective Agreement which shall be allocated to the Defined Contribution Fund and thirteen (13) percent of the regular rate for each hour earned by each employee covered by this Collective Agreement which shall be allocated to the Defined Benefit Fund.
- (k) Contributions shall be remitted to the Pension Fund bank by the (15th) fifteenth day of the month following the month in which they were earned.
- (l) The Pension Fund shall be controlled by a Board of Trustees who shall be appointed in the manner described in the Trust Document that has been jointly agreed to between the Union and the Association.
- (m) **CCO FUND**
In the same manner as the above Union Benefits and on the same form the Company shall remit twenty cents (\$0.20) (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158) per hour paid each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.
- (n) **EDUCATION FUND**
In the same manner as the above Union Benefits and on the same form, the Company shall remit one-half percent (0.5%) of the hourly base rate per hour earned to the Administrator who will in turn remit all monies to the Local 804 Education Fund. These monies shall be directed to the Education Fund as provided for in the Trust Agreement. The Education Fund shall be controlled by the Central Ontario Joint

Apprenticeship and Training Committee Board of Trustees as outlined in the Trust Document.

Effective on May 1, 2020 the Company shall remit three quarters of one percent (0.75%) of the hourly base rate per hour earned to the Administrator.

RECREATION FUND

In the same manner as the above Union Benefits and on the same form, the Company shall remit one-quarter percent (0.25%) of the hourly base rate per 70% of these contributions to the Recreation Fund and 30% of the contribution will be allocated to the Retiree Fund.

Effective on May 1, 2020 the Company shall remit one half of one percent (0.50%) of the hourly base rate per hour earned to the Administrator.

(o) **STABILIZATION**

In the same manner as the above Union Benefits and on the same form the Company shall remit six and one-half percent (6.5%) of the hourly base rate per hour paid to the Administrator who will in turn remit all monies to Local 804's Stabilization Fund.

Effective on May 1, 2020 the Company shall remit seven percent (7.0%) of the hourly base rate per hour earned to the Administrator.

(p) **TRAINING FACILITY FUND**

In the same manner as the above Union Benefits and on the same form, the Company shall remit one and one-half percent (1.5%) of the hourly base rate per hour paid to the Administrator who will, in turn, remit all monies to Local 804's Training Facility Fund.

(q) **RETIREMENT INCENTIVE PROGRAM FUND (RIP)**

In the same manner as the above Union Benefits and on the same form the Company shall remit one cent (\$0.01) per hour paid to the Administrator who will in turn remit all monies to Local 804's Retirement Incentive Program (RIP) Fund.

(r) **DENOVO FUNDING**

In the same manner as the above Union Benefits and on the same form the Company shall remit two cents (\$0.02) for each hour earned to the Administrator who will, in turn, remit all monies to the DeNovo treatment center.

For clarity, one cent (\$0.01) has been contributed by the Union as an allocation from their wage package settlement and one cent (\$0.01) has been contributed by the Association in addition to the wage package settlement.

(s) **CHECK-OFF DUES**

There shall be a Local 804 Dues Check-off at the rate of two percent (2%) of the hourly base rate for all Employees working under the terms of this Agreement.

(t) The monies indicated in Paragraph (s) shall be deducted weekly and submitted monthly for all Employees working under the terms of this Agreement, and submitted directly to the Administrator, as a separately recorded sum, by the fifteenth (15th) day of the month following the month worked and accompanied with a complete list of the Employees' names

and hours paid, and the amount submitted. This amount shall be submitted to the Financial Secretary, Local 804, from the Administrator. The penalty provision in clause 1000 (f) will also apply to delinquent payments of Local 804 dues check off.

(u) **DELINQUENT EMPLOYERS**

An Employer, who on two or more occasions in the past twelve months, has failed to remit the required payment(s) by the fifteenth (15th) day of the month following the original remittance date, shall be deemed to be a persistently delinquent employer ("Persistently Delinquent Employer").

It is agreed that a Persistently Delinquent Employer, in addition to paying any outstanding payments and penalties forthwith, shall be required, upon ten days written notice by the Administrator, to post a bond or cash equivalent with the Administrator in the amount of two times their last month's paid remittance (the "Required Amount").

The Administrator shall have the right to apply the bond or cash equivalent to any outstanding payments and penalties and to require the Persistently Delinquent Employer to replenish the bond or cash equivalent to the Required Amount. This bonding requirement applies to a Persistently Delinquent Employer in addition to and notwithstanding any other remedy available against a Persistently Delinquent Employer under the Principal Agreement or otherwise. A Persistently Delinquent Employer who, having posted the required bond or cash equivalent, remits the required payment (s) each month as and when due for a period of twelve consecutive months or more shall cease to be a Persistently Delinquent Employer and the bond shall be relinquished or the cash equivalent returned to the Employer.

The employees of a Persistently Delinquent Employer, who has not posted and maintained the required bond or cash equivalent as required, shall be notified by the Administrator of the circumstances and be informed that, if the required bond or cash equivalent is not posted or maintained by their Employer immediately, they will be at risk of losing their benefit entitlements under the Plan.

In the event that the Administrator receives a cash equivalent rather than a bond from the Persistently Delinquent Employer, the Administrator shall deposit the cash into a separate interest bearing account with a chartered bank, trust company or credit union and the interest on those funds shall be added to and form part of the Required Amount to be held by the Administrator.

In the event of the insolvency or bankruptcy of the Persistently Delinquent Employer, the bond or cash equivalent held by the Administrator shall be deemed to have been held in trust on account of the required payments, paid in advance for employees of the Persistently Delinquent Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Persistently Delinquent Employer for which the Administrator has not received any of the required payments and the Administrator shall be entitled to apply the bond or cash equivalent to any outstanding payments.

(v) **OWNER/OPERATORS**

Owner/Operators who are signatory to this Agreement and who perform bargaining unit work shall contribute on their own behalf in the manner described in Clause 1000 at the Journeyman classification.

(w) **PAID LEAVE RESERVE**

In the same manner as the above Union Benefits and on the same form, the company shall remit two cents (\$0.02) per hour paid each month to the Administrator to fund a pooled reserve to cover the benefits listed in 900 J.7 through to 900 J.10.

Clause 1001

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit ten cents (\$0.10) per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

No later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1100

TRAVEL

A forty (40) kilometer radius of the Waterloo-Wellington Airport Tower shall be known as a travel-free zone. Any work outside this defined area shall be paid at the rate of \$0.55 (\$0.56 May 1, 2020, \$ 0.57 May 1, 2021) per road kilometer and is to be calculated from the perimeter of the travel-free zone to and from the job to a maximum of 70 road kilometers from the perimeter of the free zone, per day reported to work.

Clause 1101

PERSONAL USE OF EMPLOYEE VEHICLE

Employees requested to use their cars for the convenience of the Contractor shall be reimbursed at the rate of \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per kilometre, and shall also be reimbursed for parking fees paid out during such periods. In addition to the Employee's tools, the amount of materials and equipment carried in the Employee's car shall be limited to what can be carried in a normal size tool hand box.

Clause 1102

PARKING

Where parking is not provided on a jobsite, the Contractor shall cover parking fees. The Contractor will provide parking on or near the construction site. If no parking is available on or near the site, the Contractor and the Business Manager will negotiate reasonable compensation. If the Employer cannot provide vehicle parking, the Employee shall be paid

up to \$18.00 per day upon presentation of a validated parking receipt. Each site is to be treated on its own specific merit. Where reasonable and agreeable, the Contractor may provide a transit pass in lieu of parking.

Clause 1500

RESIDENTIAL AGREEMENT

For information on the Residential Agreement , contact the office of ECA Central Ontario or IBEW 804.

All contractors bound to the Principal Agreement also recognize IBEW Local 804 as exclusive bargaining agent for all Foremen, Journeyman Electricians, Instrumentation Electricians, Apprentices, Pre-Apprentices, Journeyman and Apprentice Linemen-Spicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen, Foresters, Communication Electricians, Journeymen and Apprentice Network Cabling Specialists/Communication Technicians, and Communication Cable installers in their employ in the residential sector of the construction industry within the geographic jurisdiction of IBEW Local 804 and further acknowledge and agree that they are bound to the Residential Collective Agreement made between the Electrical Contractors Association of Central Ontario and the International Brotherhood of Electrical Workers, Local 804, including amendments to or renewals of the Residential Collective Agreement.

Clause 1600

MAINTENANCE WORK

For information on the Maintenance Agreement, contact the offices of ECA Central Ontario or IBEW Local 804. All Contractors bound to the Principal Agreement also recognize IBEW Local 804 as exclusive bargaining agent for all Foreman, Journeyman Electricians, Instrumentation Electricians, Apprentices, Pre-Apprentices, Journeyman and Apprentice Lineman-Spicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen, Foresters, Communication Electricians , Journeymen and Apprentice Network Cabling Specialists/Communication Technicians, and Communication Cable installers in their employ performing electrical maintenance work within the geographic jurisdiction of IBEW Local 804 and further acknowledge and agree that they are bound to the Maintenance Collective Agreement made between the Electrical Contractors Association of Central Ontario and the International Brotherhood of Electrical Workers, Local 804 including amendments to or renewals of the Maintenance Collective Agreement.

Clause 1800

LABOUR/MANAGEMENT COOPERATION COMMITTEE

The ECACO and IBEW Local 804 agree to continue and equally fund a Labour/Management Cooperation Committee (LMCC). The major objectives of the LMCC are to increase and secure market share and ensure and improve communication between parties and the community at large.

The ECACO and IBEW Local 804 agree the members of the LMCC shall be the same members as appointed to the Local Joint Conference Board by their respective parties. Both parties agree the business of the LMCC may be addressed during Local Joint Conference Board meetings and the LMCC is not required to hold separately scheduled meetings.

Clause 1801

JOURNEYPerson TO APPRENTICESHIP RATIO

Contractors will observe the following Journeyperson to Apprentice ratio for Journeyperson Electricians and Apprentice Electricians. The number of Apprentices who may be employed in relation to the number of Journeypersons employed by the Contractor shall not exceed;

- (a) For the first Journeyperson, an Apprentice
- (b) For the second Journeyperson, an additional Apprentice
- (c) For the third Journeyperson, an additional Apprentice
- (d) For the fourth Journeyperson, an additional Apprentice
- (e) For the next three additional Journeypersons, an additional Apprentice
- (f) For the next six additional Journeypersons, an additional Apprentice
- (g) For every three additional Journeypersons thereafter, an additional Apprentice

For the purposes of this clause, where the person who employs an Apprentice is a Journeyperson in the trade that person is considered the first Journeyperson for purposes of determining the Journeyperson to apprentice ratio in the trade.

With the approval of the Business Manager, the Journeyperson-to-Apprentice ratios in this clause may be adjusted for work on particular projects for a period of time.

# of Employees	Journeyman	Apprentices
1	1	0
2	1	1
3	2	1
4	2	2
5	3	2
6	3	3
7	4	3
8	4	4
9	5	4
10	6	4
11	7	4
12	7	5
13	8	5
14	9	5
15	10	5
16	11	5
17	12	5
18	13	5
19	13	6
20	14	6
21	15	6
22	16	6

23	16	7
24	17	7
25	18	7
26	19	7
27	19	8
28	20	8
29	21	8
30	22	8

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, and heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

Clause 2000

TRAINING REQUIREMENTS

IBEW Local 804 will endeavour to clear workers that have up to date certificates:

- 309A Certificate of Qualifications or a Registered Training Agreement for Apprentices
- WHMIS 2015*
- MoL approved Working at Heights*
- Mol 4-Step Worker Awareness*
- Elevated Work Platform*

*Paid by the Employer as per the Memorandum of Understanding

Prior to dispatching a member without the required documentation, IBEW Local 804 will advise the Contractor. The Contractor may accept or refuse the dispatch at their discretion. Any Contractor refusing a member for dispatch for this reason will forfeit the right to invoke Clause 701 of the Provincial Section of the Principal Agreement.

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the LJC on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING

RE: PATHWAY TO APPRENTICESHIP PROGRAMS

The ECACO and IBEW Local 804 agree to participate, support, and promote the Pathway to Apprenticeship Program for Grade 12 CO-OP/OYAP and Post-Secondary graduates to enter an Apprenticeship.

IBEW Local 804 agrees to provide "best in class" training to the participants prior to placements with ECACO contractors who will endeavor to take on every successful participant for an evaluation and assessment period.

Dated at Cambridge, Ontario this 14 day of January 2019.

Mark Watson
Business Manager
IBEW Local Union 804

Terry Moore
ETBA Representative
ECACO

LETTER OF UNDERSTANDING

RE: TRAINING AND RECORD RETENTION

The ECACO and IBEW Local 804 agree to implement a training record database to retain copies or training certificates for members and ensure they are accessible to their employer.

The ECACO agrees that the IBEW Local 804 Training Center will be the preferred supplier for any training needs of their ECACO affiliates.

Dated at Cambridge, Ontario this 14 day of January 2019.

Mark Watson
Business Manager
IBEW Local Union 804

Terry Moore
ETBA Representative
ECACO

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**LETTER OF UNDERSTANDING
RE: ALTERNATIVE HOURS OF WORK**

Prior to Employees beginning work on a project, an Employer may request the Business Manager to allow the following alternative hours of work on a particular project.

CLAUSE 800 (a)

The regular hours of work in Central Ontario will be 36 hours per week and 9 hours per day (between the hours of 7:00 a.m. to 4:30 p.m., with a ½ hour unpaid lunch break that will be observed mid-shift) so long as the Employee is scheduled to work four consecutive days between Monday and Friday. The Contractor will be entitled to provide five (5) day coverage by scheduling some Employees to work four (4) consecutive days between Monday and Thursday and by scheduling other Employees to work four (4) consecutive days between Tuesday and Friday .

Holidays referred to in Section 805 of the Provincial Section of the Principal Agreement will be observed on the day of the holiday. If the holiday falls on or is observed on a regular work day the crews will work the remaining days of the week.

Where a Contractor provides five (5) day coverage, overtime will be distributed as equally as possible among all IBEW members on both the Monday to Thursday shift and the Tuesday to Friday shift.

SMALL PROJECTS

In cases where the total number of members regularly assigned to work on the project does not exceed six (6), up to one additional nine (9) hour shift, Monday to Friday, may be worked by the Employee on their regular scheduled day off and those hours shall be paid at one and one-half (1-1/2) times the applicable straight time hourly rate of pay. The provisions of this LOU shall not be considered as a guarantee of hours per day or per week.

Dated at Cambridge, Ontario this 14 day of January 2019.

Mark Watson
Business Manager
IBEW Local Union 804

Terry Moore
ETBA Representative
ECACO

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SECTION 22 - LOCAL APPENDIX - L.U. 1687 - NORTHERN ONTARIO

Clause 602

FOREMEN

- (a) On all jobs employing four (4) men and lasting more than one (1) day, one (1) shall be designated as a Sub Foreman by the Contractor. The Sub-Foreman shall be permitted to work with the tools until there are ten (10) or more men on the job, including himself. The Sub-Foreman shall receive the Sub Foreman's rate of pay while there are four (4) or more Employees on the job. Sub-Foremen shall not be in charge of more than twelve (12) men.
- (b) On all jobs having two (2) Sub-Foremen, one (1) shall be designated as a Foreman by the Contractor, unless the Owner or the Owner's representative is on the job. Foremen may be in charge of four (4) men in addition to one (1) Sub-Foreman. Foremen shall not be in charge of more than three (3) Sub Foremen.
- (c) On all jobs having three (3) Foremen, the Contractor shall appoint one (1) General Foreman to be in charge of the Foremen. The General Foreman shall not be in charge of more than four (4) Foremen.
- (d) On all jobs having one (1) or more Sub-Foremen, workmen are not to take directions or orders or accept the layout of any job from anyone except his Sub-Foreman or his replacement.
- (e) On all jobs having one (1) or more Foremen, Sub-Foremen are not to take directions or orders or accept the layout of any job from anyone except his Foreman or his replacement.
- (f) On all jobs having one (1) or more General Foremen, Foremen are not to take directions or orders or accept the layout of any job from anyone except his General Foreman or his replacement.
- (g) Whenever overtime, start-up and stand-by is to be worked by two (2) or more Journeymen, Sub-Foremen or Foremen shall be present, and Sub-Foremen shall be permitted to work with the tools.
- (h) Sub-Foremen shall receive ten percent (10%) over the Journeyman's rate of pay and Foremen shall receive fifteen percent (15%) over the Journeyman's rate of pay.

Clause 800

REGULAR HOURS

The regular hours of work in Northern Ontario, shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours of work in Northern Ontario shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday. In Northern Ontario, such agreement may not be unreasonably withheld.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 808

SHIFTS

1. If conditions are such that work on any particular project cannot be done within the regular working hours, then shift work may be instituted. Shifts to work any time of the day or night between Sunday midnight and midnight Friday of the same week.
2. Shifts to work for at least four (4) consecutive working days in order to qualify as shift work. This shall not apply to re-lamping of commercial establishments.
3. **Day Shift** - A shift commencing at 8:00 a.m. shall have the same hours of work as those known as the regular hours of work in Clause 800 of this Agreement.
4. **Afternoon Shift** - A shift commencing any time between 4:00 p.m. and 7:00 p.m. shall work eight (8) hours at the rate of one and one-quarter (1 1/4) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and one-half (2 1/2) of the regular rate of pay.
5. **Night Shift** - A shift commencing any time between 11:00 p.m. and 1:00 a.m. shall work eight (8) hours at the rate of one and three-eighths (1 3/8) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and three quarters (2 3/4) of the regular rate of pay.
6. No shifts to start at any other time without the mutual consent of the signing parties to this Agreement. Lunch on afternoon or night shift to be on the Contractors time and shall not exceed one-half (1/2) hour.
7. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours, unless overtime is paid. This is to mean from 8:00 a.m. to 8:00 a.m. All shifts to be arranged so that workmen shall not lose time because of shift changes.
8. Under normal conditions, no Employee shall be required or allowed to work longer than sixteen (16) hours and must be relieved for a rest period of at least eight (8) hours.

**900 L.1 (a) WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 1687 - NORTHERN ONTARIO**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 45.66	4.57	14.98	65.21	0.65	65.86
	May 1, 2020	\$ 46.92	4.69	15.00	66.61	0.66	67.27
	May 1, 2021	\$ 48.17	4.82	15.02	68.01	0.67	68.68
Sub-Foreman (7.5%) (EPS Work Only)	May 1, 2019	\$ 49.08	4.91	15.06	69.05	0.65	69.70
	May 1, 2020	\$ 50.44	5.04	15.08	70.56	0.66	71.22
	May 1, 2021	\$ 51.78	5.18	15.10	72.06	0.67	72.73
Sub-Foreman (10%)	May 1, 2019	\$ 50.23	5.02	15.08	70.33	0.65	70.98
	May 1, 2020	\$ 51.61	5.16	15.10	71.87	0.66	72.53
	May 1, 2021	\$ 52.99	5.30	15.13	73.42	0.67	74.09
Foreman (15%)	May 1, 2019	\$ 52.51	5.25	15.13	72.89	0.65	73.54
	May 1, 2020	\$ 53.96	5.40	15.16	74.52	0.66	75.18
	May 1, 2021	\$ 55.40	5.54	15.18	76.12	0.67	76.79
Apprentices	May 1, 2019						
40% 1st Period		\$ 18.26	1.83	7.78	27.87	0.65	28.52
50% 2nd Period		\$ 22.83	2.28	8.98	34.09	0.65	34.74
60% 3rd Period		\$ 27.40	2.74	10.17	40.31	0.65	40.96
70% 4th Period		\$ 31.96	3.20	11.37	46.53	0.65	47.18
80% 5th Period		\$ 36.53	3.65	12.58	52.76	0.65	53.41
Apprentices	May 1, 2020						
40% 1st Period		\$ 18.77	1.88	7.79	28.44	0.66	29.10
50% 2nd Period		\$ 23.46	2.35	8.99	34.80	0.66	35.46
60% 3rd Period		\$ 28.15	2.82	10.18	41.15	0.66	41.81
70% 4th Period		\$ 32.84	3.28	11.39	47.51	0.66	48.17
80% 5th Period		\$ 37.54	3.75	12.59	53.88	0.66	54.54
Apprentices	May 1, 2021						
40% 1st Period		\$ 19.27	1.93	7.79	28.99	0.67	29.66
50% 2nd Period		\$ 24.09	2.41	9.00	35.50	0.67	36.17
60% 3rd Period		\$ 28.90	2.89	10.20	41.99	0.67	42.66
70% 4th Period		\$ 33.72	3.37	11.40	48.49	0.67	49.16
80% 5th Period		\$ 38.54	3.85	12.61	55.00	0.67	55.67

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 2.30,
Pension - \$ 8.50 (Apprentices: 1st Term: \$3.40; 2nd Term: \$ 4.25; 3rd Term: \$ 5.10; 4th Term: \$ 5.95; 5th Term: \$ 6.80)
CCO Fund - \$ 0.20, Education Fund - \$ 0.22, Recreation Fund - \$ 0.09, Working Dues - \$ 1.02 (Pro rated), JEPP - \$ 0.10
(include 13% HST with remittance), Member's Assistance Fund- \$ 0.03, DeNovo - \$ 0.02
Stabilization Fund - \$ 2.49 (Apprentices: 1st Term: \$ 1.00; 2nd Term: \$ 1.25; 3rd Term: \$ 1.49; 4th Term: \$ 1.74; 5th Term: \$ 1.99)

May 1, 2020: Same as May 1, 2019 except: Working Dues - \$ 1.04 (Pro rated)
May 1, 2021: Same as May 1, 2019 except: Working Dues - \$ 1.06 (Pro rated)

**** Breakdown of ECA Fund:**

May 1, 2019: ECANO \$ 0.31, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01
May 1, 2020: ECANO \$ 0.32, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01
May 1, 2021: ECANO \$ 0.33, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

NOTE:

- On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
- Working Dues are included in Union Funds reported above.

**900 L.1 (b) WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 1687 - NORTHERN ONTARIO (Continued)**

All Other Classifications Rate Table (Section 17 and Provincial Linework Agreement)

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
40% of J.L. Rate	May 1, 2019	\$ 18.26	1.83	12.88	32.97	0.65	33.62
50% of J.L. Rate		\$ 22.83	2.28	13.23	38.34	0.65	38.99
60% of J.L. Rate		\$ 27.40	2.74	13.57	43.71	0.65	44.36
70% of J.L. Rate		\$ 31.96	3.20	13.92	49.08	0.65	49.73
80% of J.L. Rate		\$ 36.53	3.65	14.28	54.46	0.65	55.11
90% of J.L. Rate		\$ 41.09	4.11	14.63	59.83	0.65	60.48
40% of J.L. Rate	May 1, 2020	\$ 18.77	1.88	12.89	33.54	0.66	34.20
50% of J.L. Rate		\$ 23.46	2.35	13.24	39.05	0.66	39.71
60% of J.L. Rate		\$ 28.15	2.82	13.58	44.55	0.66	45.21
70% of J.L. Rate		\$ 32.84	3.28	13.94	50.06	0.66	50.72
80% of J.L. Rate		\$ 37.54	3.75	14.29	55.58	0.66	56.24
90% of J.L. Rate		\$ 42.23	4.22	14.65	61.10	0.66	61.76
40% of J.L. Rate	May 1, 2021	\$ 19.27	1.93	12.89	34.09	0.67	34.76
50% of J.L. Rate		\$ 24.09	2.41	13.25	39.75	0.67	40.42
60% of J.L. Rate		\$ 28.90	2.89	13.60	45.39	0.67	46.06
70% of J.L. Rate		\$ 33.72	3.37	13.95	51.04	0.67	51.71
80% of J.L. Rate		\$ 38.54	3.85	14.31	56.70	0.67	57.37
90% of J.L. Rate		\$ 43.35	4.34	14.66	62.35	0.67	63.02

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 2.30, Pension - \$ 8.50, CCO Fund - \$ 0.20, Education Fund - \$ 0.22, Recreation Fund - \$ 0.09, Working Dues - \$ 1.02 (Pro rated), JEPP - \$ 0.10 (include 13% HST with remittance), Stabilization Fund - \$ 2.49 (Pro-rated), Help Fund- \$ 0.03, DeNovo - \$ 0.03

May 1, 2020: Same as May 1, 2019 except: Working Dues - \$ 1.04 (Pro rated)

May 1, 2018: Same as May 1, 2019 except: Working Dues - \$ 1.06 (Pro rated)

**** Breakdown of ECA Fund:**

May 1, 2016: ECANO \$ 0.31, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2017: ECANO \$ 0.32, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2018: ECANO \$ 0.33, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

NOTE:

1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period **May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.**
2. Working Dues are included in Union Funds reported above.

**900 L.2 WAGES AND FRINGE BENEFITS – LOW RISE RESIDENTIAL AGREEMENT
L.U. 1687 - NORTHERN ONTARIO**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2019	\$ 34.27	3.43	7.95	45.65	0.65	46.30
	May 1, 2020	\$ 35.15	3.52	7.96	46.63	0.66	47.29
	May 1, 2021	\$ 36.02	3.60	7.99	47.61	0.67	48.28
Sub-Foreman (10%)	May 1, 2019	\$ 37.70	3.77	8.02	49.49	0.65	50.14
	May 1, 2020	\$ 38.67	3.87	8.03	50.57	0.66	51.23
	May 1, 2021	\$ 39.62	3.96	8.07	51.65	0.67	52.32
Foreman (15%)	May 1, 2019	\$ 39.41	3.94	8.06	51.41	0.65	52.06
	May 1, 2020	\$ 40.42	4.04	8.07	52.53	0.66	53.19
	May 1, 2021	\$ 41.42	4.14	8.10	53.66	0.67	54.33
Apprentices	May 1, 2019						
50% 1st Period		\$ 17.14	1.71	7.60	26.45	0.65	27.10
60% 2nd Period		\$ 20.56	2.06	7.67	30.29	0.65	30.94
70% 3rd Period		\$ 23.99	2.40	7.74	34.13	0.65	34.78
80% 4th Period		\$ 27.42	2.74	7.81	37.97	0.65	38.62
90% 5th Period		\$ 30.84	3.08	7.88	41.80	0.65	42.45
Apprentices	May 1, 2020						
50% 1st Period		\$ 17.58	1.76	7.60	26.94	0.66	27.60
60% 2nd Period		\$ 21.09	2.11	7.67	30.87	0.66	31.53
70% 3rd Period		\$ 24.61	2.46	7.74	34.81	0.66	35.47
80% 4th Period		\$ 28.12	2.81	7.82	38.75	0.66	39.41
90% 5th Period		\$ 31.64	3.16	7.89	42.69	0.66	43.35
Apprentices	May 1, 2021						
50% 1st Period		\$ 18.01	1.80	7.62	27.43	0.67	28.10
60% 2nd Period		\$ 21.61	2.16	7.69	31.46	0.67	32.13
70% 3rd Period		\$ 25.21	2.52	7.77	35.50	0.67	36.17
80% 4th Period		\$ 28.82	2.88	7.84	39.54	0.67	40.21
90% 5th Period		\$ 32.42	3.24	7.92	43.58	0.67	44.25

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 2.30, Pension - \$ 4.27, CCO Fund - \$ 0.20, Education Fund - \$ 0.22, Recreation Fund - \$ 0.09, Working Dues - \$ 0.71 (Pro rated), JEPP - \$ 0.10 (include 13% HST with remittance), Member's Assistance Fund- \$ 0.03, DeNovo - \$ 0.03

May 1, 2020: Same as May 1, 2016 except: Working Dues - \$ 0.73 (Pro rated)

May 1, 2021: Same as May 1, 2017 except: Working Dues - \$ 0.75 (Pro rated)

**** Breakdown of ECA Fund:**

May 1, 2019: ECANO \$ 0.31, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2020: ECANO \$ 0.32, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2021: ECANO \$ 0.33, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

NOTE:

1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
2. Working Dues are included in Union Funds reported above.

**WAGES AND FRINGE BENEFITS – MAINTENANCE AGREEMENT
L.U. 1687 - NORTHERN ONTARIO**

Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
May 1, 2019	\$ 41.09	4.11	14.88	60.08	0.65	60.73
May 1, 2020	\$ 42.23	4.22	14.90	61.35	0.66	62.01
May 1, 2021	\$ 43.35	4.34	14.92	62.61	0.67	63.28
May 1, 2019	\$ 45.20	4.52	14.97	64.69	0.65	65.34
May 1, 2020	\$ 46.45	4.65	14.99	66.09	0.66	66.75
May 1, 2021	\$ 47.69	4.77	15.02	67.48	0.67	68.15
May 1, 2019	\$ 47.25	4.73	15.02	67.00	0.65	67.65
May 1, 2020	\$ 48.56	4.86	15.04	68.46	0.66	69.12
May 1, 2021	\$ 49.85	4.99	15.06	69.90	0.67	70.57
May 1, 2019	\$ 16.44	1.64	7.74	25.82	0.65	26.47
	\$ 20.55	2.06	8.93	31.54	0.65	32.19
	\$ 24.65	2.47	10.11	37.23	0.65	37.88
	\$ 28.76	2.88	11.30	42.94	0.65	43.59
	\$ 32.87	3.29	12.50	48.66	0.65	49.31
May 1, 2020	\$ 16.89	1.69	7.75	26.33	0.66	26.99
	\$ 21.12	2.11	8.94	32.17	0.66	32.83
	\$ 25.34	2.53	10.12	37.99	0.66	38.65
	\$ 29.56	2.96	11.32	43.84	0.66	44.50
	\$ 33.78	3.38	12.51	49.67	0.66	50.33
May 1, 2021	\$ 17.34	1.73	7.75	26.82	0.67	27.49
	\$ 21.68	2.17	8.95	32.80	0.67	33.47
	\$ 26.01	2.60	10.14	38.75	0.67	39.42
	\$ 30.35	3.04	11.33	44.72	0.67	45.39
	\$ 34.68	3.47	12.53	50.68	0.67	51.35

*** Breakdown of Union Funds:**

May 1, 2019: Health & Welfare - \$ 2.30, Pension - \$ 8.50 (Pro-Rated for Apprentices), CCO Fund - \$ 0.20, Education Fund - \$ 0.22, Recreation Fund - \$ 0.09, Working Dues - \$ 0.92 (Pro rated), JEPP - \$ 0.10 (include 13% HST with remittance), Help Fund- \$ 0.03, DeNovo - \$ 0.03, Stabilization Fund - \$ 2.49 (Pro-Rated for Apprentices)

May 1, 2020: Same as May 1, 2016 except: Working Dues - \$ 0.94 (Pro rated)

May 1, 2022: Same as May 1, 2017 except: Working Dues - \$ 0.96 (Pro rated)

**** Breakdown of ECA Fund:**

May 1, 2019: ECANO \$ 0.31, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2020: ECANO \$ 0.32, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

May 1, 2021: ECANO \$ 0.33, ECAO \$ 0.11, Education Fund \$ 0.22, Bill 158 \$ 0.01

NOTE:

1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2019 to April 30, 2022 inclusive may be subject to amendment prior to expiry.
2. Working Dues are included in Union Funds reported above.
3. Pro-Rating of Apprentices: 1st Term - 40%; 2nd Term – 50%; 3rd Term – 60%; 4th Term – 70%; 5th Term – 80%

Clause 900 L.3

All work performed at the height of thirteen (13) metres or more above ground, permanent floor or formed structure for permanent floor, shall be paid at a premium. The premium shall be \$8.50 per hour during the regular working hours and \$17.00 per hour during the overtime hours. Height pay premium shall be considered part of the regular rate of pay for purpose of determining shift premiums. Height pay shall include work performed in or above any opening of forty (40) cm or larger at this height. For clarification see attached drawings. Where openings in floors are provided for equipment, machinery, vessels, etc. and said equipment, machinery and vessels are in place, no premium shall be paid while working over these areas.

See Letter of Understanding.

Clause 900 L.4 – Mining and Tunneling

(a) On all underground mining and tunnelling work and all work in pressurized chambers, a \$2.75 per hour premium shall be paid in addition to any applicable rate of pay.

(b) **Hours of Work**

On all underground work, the hours of work may be adjusted to be worked over a period of five (5) consecutive days one (1) week and four (4) consecutive days the following week, subject to mutual consent.

For competitive reasons, when thirty-six (36) hours per week is not viable, a forty (40) hour work week may be instituted. Under these circumstances, the hours of work are as follows:

- (1) Day Shift: The regular hours of work for day shift shall be eight (8) hours per day, Monday to Friday, from 8:00 am to 4:00 pm.
- (2) Afternoon Shift: A shift commencing any time between 4:00 pm and 7:00 pm, Monday to Friday, working eight (8) hours per day shall constitute an afternoon shift and shall be paid at one hundred and seven percent (107%) of the regular rate of pay.
- (3) Night Shift: A shift commencing any time between midnight and 2:00 am, Monday to Friday, working eight (8) hours per day shall constitute a night shift and be paid at one hundred and twelve percent (112%) of the regular rate of pay.
- (4) All work performed outside the regular hours and on Saturdays, Sundays and Statutory Holidays shall be paid at one and one half (1 ½) times the applicable rate of pay.
- (5) Shifts to work for at least four (4) consecutive working days in order to qualify as shift work.
- (6) No shifts to start at any other time without the mutual consent of the signing parties to this agreement.
- (7) Lunch on underground work shall be on the Contractors time and shall not exceed one half (1/2) hour. Work breaks may be adjusted to suit job conditions.

(8) When an Employee is required to wait for the man hoist, the first one and one half (1 1/2) hours of waiting time shall be paid at the straight time rate of pay.

(9) No Employees shall be permitted to work on more than one (1) shift in a twenty-four (24) hour period, unless overtime rate is paid, this does not apply in the event of a short change from one shift period to the next when the change occurs mid-week providing the Employee is allowed eight (8) hours between shifts. Adjusted starting times will be considered when determining if this requirement to provide eight (8) hours off is met.

(10) On underground mining and tunnelling work, there shall be a classification of Utilityman added. Utilitymen shall be paid fifty percent (50%) of the Journeyman's rate of pay.

Clause 900 L.5

Foremen are to receive an increase in pay whenever any of the men working for them receives an increase in pay due to underground pay, shift pay and any other premium pay excluding height pay.

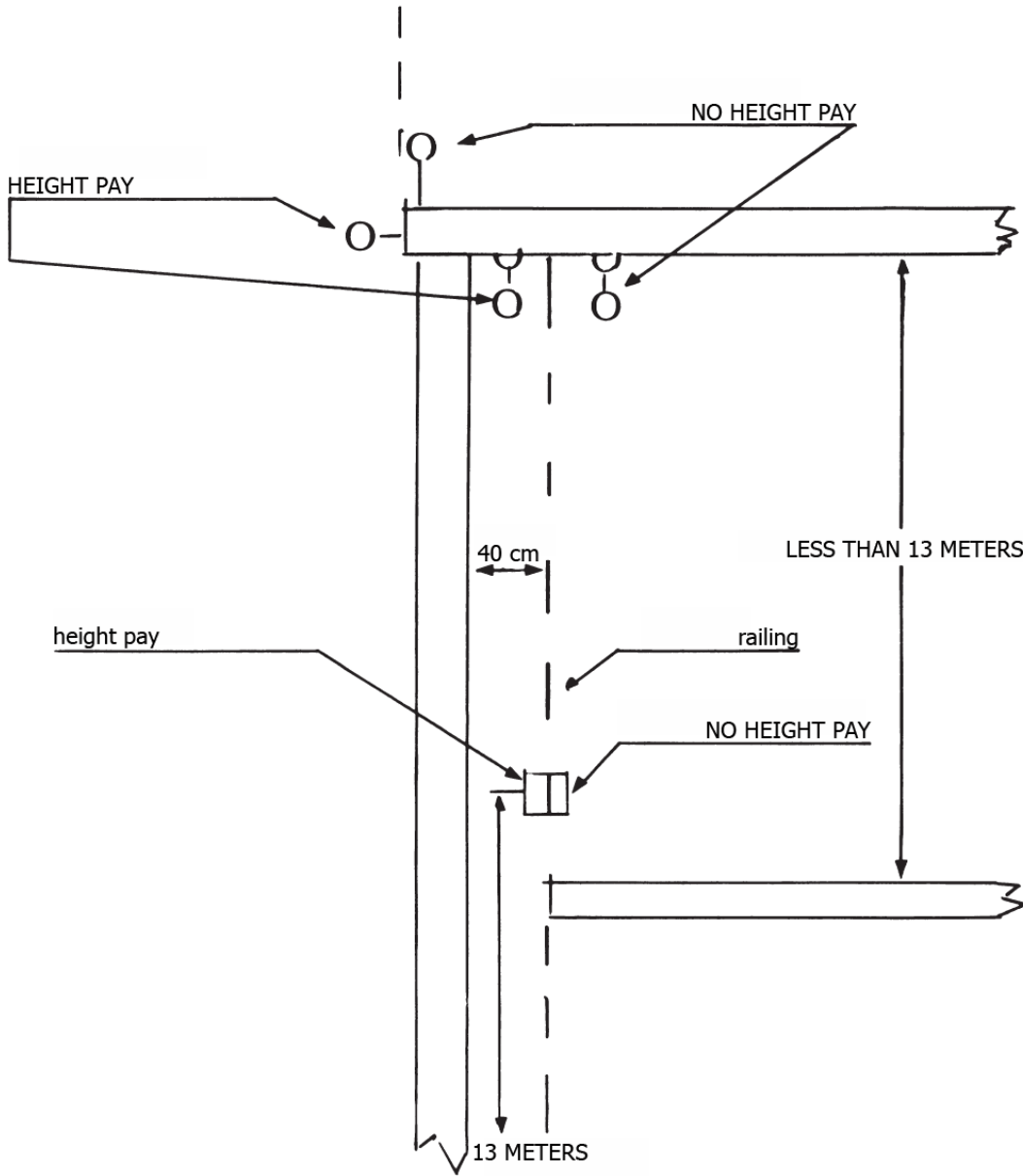
Sub-Foremen are to receive an increase in pay whenever any of the men working for them receives an increase in pay due to height pay, underground pay, shift pay and any other premium pay.

Increases shall be on the same basis as that of the men working for them.

Clause 900 L.6**PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY**

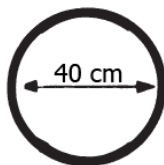
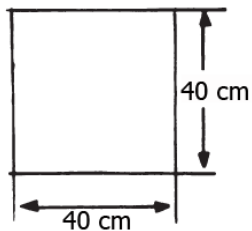
- (a) Vacation Pay shall be paid weekly with the wages and shall be for the pay period the cheque is made out for.
- (b) Cheques and pay stubs (in the case of direct deposit) shall be delivered in an individually sealed envelope.

900 L.3 HEIGHT PAY CLARIFICATION
L.U. 1687 NORTHERN ONTARIO

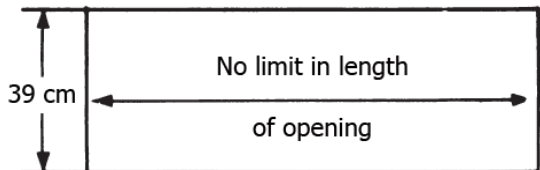


OPENINGS' SIZES

HEIGHT PAY IN OR ABOVE THESE OR LARGER OPENINGS



NO HEIGHT PAY IF ONE SIDE OF OPENING IS LESS THAN 40 CM



PLEASE DO NOT SCALE

Clause 1000**HEALTH & WELFARE**

- (a) The Contractor shall contribute to the Local 1687 Health & Welfare Fund \$2.30 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$4.60 per hour.
- (b) Owner/Operators who are signatory to this Agreement and who perform bargaining unit work shall not be required to contribute to the Health and Welfare Fund or the Pension Fund on their own behalf, unless acting as a Sub-Contractor signatory to this Agreement. All other funds must be paid for a minimum of one-hundred and forty-four (144) hours per month in the amounts and manner described in Clauses 1002 through 1011 inclusive.
- (c) A Welfare Committee appointed by the Local 1687 shall administer the Health and Welfare Fund.

Clause 1001**PENSION FUND**

The Contractor shall contribute to the Local 1687 Pension Fund \$8.50 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$17.00 per hour.

Pension Trustees appointed by the Local 1687 shall administer Local 1687 Pension Fund.

Clause 1002**WORKING DUES**

The Contractor shall contribute to the Local Union 1687 Administrator \$ 1.20 (\$1.04 May 1, 2020; \$1.06 May 1, 2021) for each hour earned by each hourly-rated Employee covered by this Agreement. The hourly contributions for overtime hours worked shall be \$2.04 (\$2.08 May 1, 2020; \$2.12 May 1, 2021). The amount is included in Union Funds as shown in wage charts 900 L.1 and 900 L.2.

Clause 1003**CONSTRUCTION COUNCIL OF ONTARIO FUND**

The Contractor shall remit to the Administrator of the Union Funds \$0.20 (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158) per hour for each hour earned by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.40 per hour.

This money is to be sent monthly by the Administrator to the IBEW Construction Council of Ontario.

Clause 1004**ELECTRICAL CONTRACTORS ASSOCIATION FUND**

The Contractor shall also remit to the Administrator of the Union Funds \$0.43(General \$0.42, Bill 158 \$0.01), \$0.44 May 1, 2020 (General \$0.43, Bill 158 \$0.01), \$0.45 May 1, 2021 (General \$0.44, Bill *158 \$0.01) per hour for each hour earned by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.86 (\$0.88 May 1, 2020; \$0.90 May 1, 2021) per hour.

This money is to be sent monthly by the Administrator to the Electrical Contractors Association of Northern Ontario.

Clause 1005**CONTINUATION OF BENEFITS (Bill 162)**

Subject to the Memorandum of Agreement dated February 15, 1992, the Contractor shall remit to the Administrator of the Union Funds \$0.04 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. These funds are added to the Health & Welfare contributions. The hourly contributions for all overtime hours worked shall be \$0.08 per hour.

This money is to be used for the continuation of benefits in accordance with Bill 162.

The parties agree to abide by the terms of the May 1, 1995 Letter of Understanding regarding the maintenance of funding for the continuation of benefits under Bill 162.

Clause 1006**EDUCATION FUND**

The Contractor shall remit to the Administrator of the Union Funds. \$0.44 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.88 per hour.

This money represents matching contributions from the Employee and the Contractor. These contributions shall be deposited monthly to the "Joint Industry Education Fund" coming under the control of the "Joint Industry Administration Committee".

Clause 1007**RECREATION FUND**

The Contractor shall remit to the Administrator of the Union Funds \$ 0.09 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.18 per hour.

This money is to be deposited in the Local Union Recreation Fund.

Clause 1008**JOINT ELECTRICAL PROMOTION PLAN**

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator of the Union Funds for the JEPP. The hourly contribution for all overtime hours worked shall be \$0.20 per hour. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan

c/o Electrical Trade Bargaining Agency
10 Carlson Court, Suite 702
Toronto, Ontario M9W 6L2

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1009

STABILIZATION FUND

The Contractor shall contribute to the Local 1687 Stabilization Fund \$ 2.49 per hour for each hour earned by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$ 4.98 per hour.

Stabilization Trustees appointed by Local 1687 shall administer the Local 1687 Stabilization Fund.

Stabilization Grants from the IBEW Local 1687 Stabilization Fund shall be by way of 'Memorandum of Local Amendment' pursuant to the Market Recovery Program set out in the 'Letter of Understanding' to this Local Appendix.

Clause 1010

MEMBER'S ASSISTANCE FUND

The Contractor shall remit to the Administrator of the Union Funds \$0.03 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.06 per hour.

This money is to be deposited in the Member's Assistance Fund under the control of the Trustees appointed by the President of Local 1687.

Clause 1011

DE NOVO FUND

The Contractor shall remit to the Administrator of the Union Funds \$0.03 per hour for each hour earned, by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.04 per hour.

This money is to be sent monthly by the Administrator to De Novo Treatment Centre.

Clause 1012

PAYMENTS

Payments to all Funds listed in 1000 to 1011 are to be made monthly by the tenth (10th) day of the following month subject to damages calculated in the following manner:

Five (5) percent for the first seven (7) days of delinquency, plus an additional

Four (4) percent for the next seven (7) days of delinquency, plus an additional

Three (3) percent for the next seven (7) days of delinquency, plus an additional

Two (2) percent for every month or part of month, until all payments have been received. All penalties to be compounded.

Compound penalty rate approximately thirty-nine point eight percent (39.8%) annually.

Clause 1013

PAYMENTS

Payments to all Funds in 1000 to 1011 are to be included in one cheque and made payable to IBEW Local 1687 Health and Welfare Fund and mailed to the Administrator appointed by the Health and Welfare Committee, together with forms

supplied by the Administrator and completed by the Contractor showing the names of Employees upon whose behalf the contributions are made.

Clause 1100

TRAVEL AND SUBSISTENCE ALLOWANCES

Free Zones

For the purpose of determining daily travel allowance there shall be a thirty-two (32) road kilometre free zone from;

The Sudbury Federal Building on Elm Street

The North Bay Federal Building on Worthington Street.

The North Bay free zone also includes Sturgeon Falls proper.

The Sault Ste. Marie Federal Building on Queen Street

The Timmins Federal Building on Cedar Street

The Kirkland Lake Federal Building on Kirkland Street

The Haileybury Federal Building on Ferguson Street

The Place of Accommodation when subsistence is paid.

A mutually agreed starting point determined at the pre-job conference.

Clause 1101

DAILY TRAVEL ALLOWANCE

On all work within the territorial jurisdiction of this Agreement daily travel allowances shall be calculated in the following manner;

- (a) When Employees are required by the Contractor to report to the shop inside the free zone, the Contractor shall furnish transportation from shop to job, job to job, and job to shop.
- (b) When Employees are required by the Contractor to report to the job inside the free zone they shall do so at their own expense and their own free time.
- (c) When Employees are required by the Contractor to report to the job outside the free zone from which they are requested by the Contractor to return home daily they shall be paid a travel allowance in the amount of \$0.43 (\$0.44 May 1, 2020; \$0.45 May 1, 2021) per kilometre beyond the free zone per hour worked. To a maximum of 8 hours per day (9 hours for compressed work week).
- (d) When the Company provides transportation no allowance shall be paid and the Employee shall travel on Company time. All travel time to be paid at straight time rates.
- (e) Daily travel allowance in paragraph (c) shall be paid for the remaining regular hours of work in the day when Employees are prevented from working due to climatic conditions or when work is not available. In accordance with Clause 804.
- (f) For the purposes of determining daily travel for projects within the Greater City of Sudbury, the following travel allowance shall be paid:

For jobs within eight (8) road kilometres of the free zone \$ 17.15 (\$ 17.65 May 1, 2020, \$ 18.15 May 1, 2021) per day or part of day worked.

For jobs from over eight (8) road kilometres to sixteen (16) road kilometres of the free zone \$ 24.50 (\$ 25.00

May 1, 2020, \$ 25.50 May 1, 2021) per day or part of day worked.

For jobs from over sixteen (16) road kilometres to twenty-four (24) road kilometres of the free zone \$ 31.85 (\$ 32.35 May 1, 2020, \$ 32.85 May 1, 2021) per day or part of day worked.

For jobs from over twenty-four (24) road kilometres to thirty-two (32) road kilometres of the free zone \$ 39.20 (\$ 39.70 May 1, 2020, \$ 40.20 May 1, 2021) per day or part of day worked.

For jobs located more than thirty-two (32) road kilometres from the free zone within the Greater City of Sudbury and for any work outside the Greater City of Sudbury boundaries, daily travel shall be calculated as per (c) above.

- (g) Subsection (f) above shall be renewed upon mutual consent of the parties, however, should either side disagree to renew this Clause, it is agreed that:
 - (1) the new rates will expire April 30, 2022;
 - (2) these new rates will apply to all work tendered or in progress prior to April 30, 2022.

Clause 1102

INITIAL & RETURN TRIP

When Employees are required to live away from Sudbury they shall be paid a travel allowance in the amount of \$1.56 (\$1.59 May 1, 2020; \$1.62 May 1, 2021) per road kilometre from the Sudbury Federal Building. This amount shall be paid for the initial trip at the start of the job and also for the return trip at the completion of the job. Subsistence allowance for the regular hours of work shall be paid for a day prior to the first day worked and for the day after termination of employment providing the Employee reports to work at 8:00 a.m.

Where practical the Contractor will endeavour to pay initial trip and subsistence allowance for the day prior to the first day worked on the first pay day after the day of hire. This transaction may be enhanced by direct deposit.

Clause 1103

REMOTE ACCOMMODATION

If suitable accommodations are more than thirty-two (32) road kilometres from the job, daily travel in Clause 1101 shall apply. Place of accommodation shall be determined at the pre-job meeting between the Contractor and the Union.

Clause 1104

QUITTING

If men leave the job of their own volition within thirty (30) days the return trip in Clause 1102 may be withheld.

Clause 1105

The cost of transportation at the rate of \$0.55 (\$0.56 May 1, 2020, \$0.57 May 1, 2021) per road kilometre, to and from the job from the Sudbury Federal Building, shall be paid once each month for jobs within three hundred and twenty (320) kilometres from the Sudbury Federal Building, and every two (2) months for jobs within six hundred and forty (640) kilometres from the Sudbury Federal Building, and every three (3) months for jobs within nine hundred and sixty (960) kilometres from the Sudbury Federal Building. This shall be

paid whether or not the Employee actually returns to Sudbury.

At the time of lay off the cost of transportation shall be prorated to reflect final amount owing to the Employee.

Clause 1106

SAULT STE. MARIE

On projects located in the District of Algoma being west of the line running north and south at the easterly limits of the Bridgland Township the Travel Allowance in Clause 1102 shall be based from the Sault Ste. Marie Federal Building.

Clause 1107

SUBSISTENCE ALLOWANCE

When Employees are required by the Contractor to live away from Sudbury, Sault Ste. Marie, or North Bay and when transferred from place of hire the Contractor shall pay each Employee a subsistence allowance per hour worked calculated in the following manner;

The subsistence allowance shall be \$ 13.35 (\$ 13.60 May 1, 2020, \$ 13.85 May 1, 2021) per hour worked to a maximum of eight (8) hours per day.

Subsistence Allowance shall be paid for the regular hours of work on Statutory Holidays.

Clause 1108

INCLEMENT WEATHER

Subsistence allowance shall be paid for the remaining regular hours of work in the day when Employees are prevented from working due to climatic conditions.

Clause 1109

CAMP PROVISIONS

On projects north of Highway 11 in the District of Cochrane from whence Employees cannot return daily to the places of accommodations located on said Highway, the Contractor shall supply suitable board and living accommodations.

Clause 1110

CAMP CONDITIONS

When conditions are such that a camp must be established, the following conditions shall apply;

One (1) man per room; each room approximately seventy-two (72) square feet.

One (1) window per room; one (1) mirror per room; one (1) table and one (1) chair per room; one (1) waste basket, one (1) clothes closet with locking facility.

Clean linen once a week; blankets laundered out every three (3) months, or when deemed necessary. New men to be supplied with clean blankets and sheets.

One (1) bed per room with box spring mattress at least six (6) feet in length.

One (1) wash basin; one (1) shower and one (1) toilet for each five (5) men; one (1) washer and dryer for each twenty (20) men.

Access/number of phones/internet connections to be determined by site conditions.

Where possible, cable or satellite TV jack will be provided.

Isolation pay – When a Contractor is in receipt of monies identified as isolation pay, this isolation pay will be paid to the employees employed on the project.

When employees are required to report to a location for the purposes of transportation to the job site and the Employee is required to secure accommodations due to a delay, the Contractor shall be responsible for the one day's board allowance for every day of delay.

Clause 1111

SUBSISTENCE EXEMPTION

On industrial work, employing ten (10) or less men and institutional work employing twelve (12) or less men and on all commercial and residential work in Timmins, Kirkland Lake and Tri-Town areas, there shall be no Subsistence Allowance paid if men return daily to the free zone unless the Employee was transferred.

Clause 1112

PARKING LOT

When the parking lot becomes an issue on a job because of the location to said job site, the Contractor and the Union will from time to time negotiate walking time, each problem to be handled on its own merits. Walking time does not apply if the parking lot is within five (5) minutes of the reporting location.

Clause 1113

COMPRESSED WORK WEEK

- (a) Where the Parties agree to a compressed work week as permitted under Clause 800 (G) and where Room and Board is applicable, it shall be paid for all regular hours of work.
- (b) By mutual agreement of the Union and the Contractor, the normal compressed work week shall be Monday to Thursday; however, when job conditions dictate Monday to Friday coverage, a portion of the crew may be required to work a compressed week of Tuesday to Friday to cover these conditions.
- (c) When a holiday falls on a non-scheduled work day, the next scheduled work day shall be observed as the holiday for that week.

Subsection (c):

To be implemented for a three (3) year period and to be reviewed April 30, 2022, at which time either party may terminate this Article or mutually amend it.

Clause 1114

RETROFIT

On commercial and institutional projects where conditions are such that work cannot be carried out during the regular hours as referred to in Section 800, due to occupancy by the Owner Client or because of access by the public during business hours, special conditions may apply to improve our competitive positions with regard to shift premiums. When it is felt that a job qualifies, the request must be made to the Union Office and each job shall be decided on its own merits.

Clause 1500

RESIDENTIAL SCOPE OF APPENDIX

This Appendix shall be attached to and form part of the Collective Agreement now in effect between the Electrical Contractors Association of Northern Ontario and Local 1687 of the International Brotherhood of Electrical Workers.

It is the intent of both parties that a serious attempt be made to operate this Section of the Agreement to the mutual benefit of the parties' signatory to it.

There shall be no reduction in pay to men working on projects that are already under construction.

Current Agreement between the Electrical Contractors Association of Northern Ontario and Local Union 1687 of the IBEW shall apply in all, except following instances.

Clause 1501

DEFINITION OF WORK

The work covered by this Appendix shall be as defined below:

- (a) New houses of any size or type, singly or in developments, town houses, row houses and prefabricated houses.
- (b) Low rise residential does not apply to student residences, on or off campus.
- (c) Repairs and rewiring in existing homes (any size).
- (d) Service trucks on all of the above.

Clause 1502

WORKING CONDITIONS

- (a) There shall be no transfer of personnel within the Company between the specific classifications unless by mutual consent of the Contractor and the Union.
- (b) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. Monday to Friday inclusive and this shall constitute a regular work week. Should a Contractor on special occasions wish to work eight (8) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. he/she may do so upon mutual agreement with the Union Business Manager.
- (c) Employees who are required to perform work in excess of their regular work hours including Saturday morning, shall be paid at the rate of one and one half (1 1/2) times the rate.
- (d) Work performed on Saturday afternoons, Sundays and Holidays, as defined in Article 805, shall be paid at two (2) times the rate.
- (e) Employees who are required to perform emergency service calls outside their regular working hours, shall be paid at the rate of one and one half (1 1/2) the regular rate for a minimum of one (1) hour, except on Saturday afternoons, Sundays and Holidays, which shall be paid at two (2) times the straight time rate for a minimum of one (1) hour.
- (f) The cost of transportation, as defined in Article 1105, Section 11 of the Agreement, shall not apply unless an Employee is transferred.

- (g) Room and Board Allowance, as defined in Article 1107 Section 11 of the Agreement, shall not apply unless an Employee is transferred.

Clause 1503

WAGES, VACATION PAY AND HEALTH AND WELFARE

- (a) Journeymen working under the terms of this agreement shall receive seventy per cent (70%) of the basic wage package established in the prevailing ICI Construction agreement.
- (b) Minimum hourly rates for Apprentices shall be: 1st term – 50%; 2nd Term - 60%; 3rd Term – 70%; 4th Term 80%; 5th Term – 90%; of the residential Journeyman hourly rate.
- (c) Vacation Pay shall be ten percent (10%) of the hourly earnings.
- (d) All Fund contributions shall be the same as those defined in Section 10 of this Agreement with the exception of the Stabilization Fund which will not apply to workers in the residential sector.

Clause 1600

MAINTENANCE

Clause 1601

PURPOSE

The purpose of this Agreement is to establish wages, conditions and hours of work for maintenance type work. Members to be employed under the Maintenance Agreement shall do so at their option

Clause 1602

RECOGNITION

- (a) The Contractors and the Union recognize the Electrical Contractors Association of Northern Ontario and Local Union 1687, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates, and agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) The Union shall not sign this Agreement with any Contractor who is not bound to the provisions of the prevailing ICI Construction Agreement.

Clause 1603

SCOPE OF WORK

- (a) The scope of this Agreement covers all work of a maintenance nature assigned by the Owner or Representative to the Contractor and performed by the Employees of the Contractor covered by this Agreement within the Owner's building. The Contractor agrees to notify the Local Union when commencing a maintenance job and a pre-job conference may be convened.
- (b) The scope of this Agreement does not cover work performed by the Contractor of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance

with the provisions of the existing ICI Electrical Construction Agreement.

- (c) Contractors will be allowed to transfer workers from the ICI to Maintenance sectors and vice versa with ICI hours of work to prevail.
- (d) The Union and the Contractor understand that the Owner may at his/her discretion, choose to perform directly or subcontract work for any part or parts of the work necessary.
- (e) All Electrical Sub-Contractors to the Contractor under this Agreement shall abide by the terms and conditions of this Agreement.
- (f) In the event a dispute arises as to whether a work operation is deemed to be construction work or work falling within the scope of this Agreement, the matter shall be referred to the Local Joint Conference Board for resolution. Failing resolution at this step, either Party may refer the matter to arbitration in accordance with the provisions of the Principal Agreement.

In the meantime, the work will be assigned by the Employer until he/she is otherwise directed by the Local Joint Conference Board, the Electrical Trade Joint Board or the OLRB.

Clause 1604

DEFINITIONS

- (a) Maintenance shall be defined as any work performed within the limits of the Owner's building or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial, commercial or utility plant and facilities operating. Maintenance work shall include replacement of existing individual items of machinery and equipment with new units. It is understood that this concept would not include replacement of an entire production system installation in a plant in order to increase production.
- (b) The term "existing", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
- (c) The term Contractor shall mean an Employer signatory to the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW CCO.

Clause 1605

UNION SECURITY

If the Local Union is unable to furnish Certified Local Union workmen to the Contractor within three (3) working days of the time the Union Office receives the request for men (excepting Saturdays, Sundays and holidays) the Contractor shall be afforded the right to employ certified workmen as are available. The Local Union will issue clearance cards to workmen hired in these circumstances who may be replaced by Certified Local Union workmen after five (5) working days' notice to the Contractor.

Clause 1606

BUSINESS REPRESENTATIVES

The Business Manager of the Union or his/her representative shall be allowed access to any job where members of the Union are employed under the terms of this Agreement after first obtaining permission of the Employer.

Clause 1607

STEWARDS

- (a) It will be the duty of the Steward to assist the Employer and the Union members in carrying out the provisions of the Agreement, and he/she will be allowed reasonable time to perform such duties by the Employer's representative on the job.
- (b) The Steward shall be retained until as near as possible to job completion provided he/she is qualified to perform the remaining work, otherwise the Business Manager of the Union will be notified in time to appoint a successor.

Clause 1608

FOREMEN

On all jobs, the sub-foremen will be allowed to work with the tools, up to ten men.

Clause 1609

NO STRIKES OR LOCKOUTS

In view of the grievance and arbitration procedures provided in this Agreement, it is agreed that there shall be no strike, picketing, slow down or stoppage of work, either complete or partial and that during the term of this Agreement there shall be no lockouts.

Clause 1610

GRIEVANCE AND ARBITRATION PROCEDURE

It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. When a difference arises between the parties, or any person or Party upon whom this Agreement is binding, relative to the interpretation, application, or administration of this Agreement, including any question as to whether the matter is arbitral, or where an allegation is made that this Agreement has been violated, the matter shall be addressed according to the grievance and arbitration provisions of the Principal Agreement.

Clause 1611

HOURS OF WORK

- (a) The Contractor does not guarantee to provide work for any Employee nor to maintain the hours per day or hours per week herein set forth.
- (b) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive shall constitute a week's work. The regular starting time shall be 8:00 a.m. and the regular quitting time shall be 4:30 p.m. Lunch time shall be 12:00 noon to 12:30 p.m. and this may be staggered one half (1/2) hour to accommodate emergencies. Employees shall have a fifteen (15) minute rest period at mid-morning and fifteen (15) minute rest period at mid- afternoon. These rest periods shall also apply to all overtime and shift work.

- (c) By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements.
- (d) By mutual agreement between the Contractor and the individual Employee(s) involved and notification to the Business Manager, the forty (40) hour work week set forth above may from time to time be altered to accommodate requirements as prescribed by the Owner/Client.
- (e) When an Employee is required to work in excess of the regular daily hours Monday to Friday inclusive he/she shall be paid overtime at the rate of time and one half (1 1/2) the regular maintenance rate for the first four (4) hours of overtime each day and double time (2) thereafter.
- (f) The first eight (8) hours worked on Saturdays shall be paid as overtime at the rate of time and one half (1 1/2) the regular maintenance rate of pay. All other work on Saturdays, and all work on Sundays and recognized Holidays shall be paid at double (2) the regular maintenance hourly rate.
- (g) Employees required to work more than two (2) hours overtime beyond their regular daily hours Monday to Friday inclusive without twenty-four (24) hours prior notice shall be supplied a hot meal after two (2) hours worked and supplied lunch every four (4) hours worked thereafter.

Clause 1612

WAGES

- (a) Journeymen working under the terms of this Agreement shall receive ninety percent (90%) of the basic hourly wage rate established in the prevailing ICI Construction Agreement.
- (b) Apprentices working under the terms of this Agreement shall receive pro-rated percentage rates based on the new maintenance journeyman's rate.
- (c) Shift premium shall be one hundred and ten percent (110%) for afternoon shift and one hundred and fifteen (115%) for night shift. There will be no pyramiding of the shift premium. Shifts are to work for at least three (3) consecutive working days in order to qualify as shift work.
- (d) Height pay shall be ten percent (10%) of the journeyman's maintenance rate.

Clause 1613

RECOGNIZED HOLIDAYS

The recognized Holidays shall be those recognized in Clause 805 of the Principal Agreement and shall be celebrated on the days established in the Principal Agreement. Should the Owner/Client wish to alter the Holiday schedule therein, the Contractor may opt to follow the Owner/Client's schedule without penalty with prior notice to Business Manager.

Clause 1614

WASHROOM AND LUNCHEON FACILITIES

When proper facilities are not already on the job, it shall be the Employer's responsibility to see that proper lunchroom, washroom and toilet facilities are available.

Clause 1615

PROTECTIVE CLOTHING & SAFETY

The Contractor and all Employees shall be subject to and observe safety and protection clothing requirements as established in Section 14 of the Principal Agreement, and the applicable Industrial/Occupational Health & Safety Acts and/or the Owner/Client safety policy.

Clause 1616

DURATION

There shall be no lockout by the Contractor, and no work stoppages by the Union, however the Contractor agrees that it will pay any appropriately adjusted monetary increase applicable to the ICI Electrical Construction Agreement effective on the same day it is effective in the ICI Agreement.

It is agreed the work force in effect on any site will not be increased or employed on work that is affected as a result of a construction strike or lockout.

Clause 1617

INCLUSIONS

All items not specifically amended by this Section shall be observed in accordance with the Principal Agreement.

Clause 1900

LUNCH ROOMS

- (a) A separate area to remove and hang coveralls when working in dirty areas with reference to Blue Pages Clause 1903.
- (b) The Contractor shall be responsible to provide a secure lock up area (such as a filing cabinet drawer) for personal valuable items with no liability to the contractor. An IBEW member shall be responsible for the lock and key.

Clause 1907

WELDERS PROTECTIVE CLOTHING

The Contractor shall supply the Welders with an approved clean welding shield with a welder's hard hat and new liner and cheater lenses (if required). The Contractor shall also supply to Welders and their assistant, 100% cotton or flame retardant coveralls, suitable respirators and any other protective clothing that may be required per regulations. In addition, fans and/or smoke eaters shall be provided where applicable.

LETTER OF UNDERSTANDING

May 1, 1995

Mr. K. Hewett
 Chairman
 Electrical Contractors Association of Northern Ontario
 257 Beatty Street
 Sudbury, Ontario
 P3C 4G1

Re: **Height Pay, Clause 900 L.3**

Dear Sir:

It is understood that on underground work in a mine, Height Pay shall not apply to work performed below the collar of the head frame.

It is further understood that, should a temporary floor be constructed in the location of, and the size of the permanent floor it replaces, and such temporary floor is engineered in a safe manner, that for the purposes of determining Height Pay, the temporary floor shall be considered permanent floor.

Yours truly
 L. Lineham
 Business Manager
 IBEW Local 1687

LETTER OF UNDERSTANDING

It is agreed that in the event of a legal strike or lockout by or of another bargaining unit, which causes the cessation of work on a particular site or project, the union will refer the Employees laid off as a result of the work stoppage, back to his Employer, providing the call back to work is within 2 weeks of the end of the labour dispute.

Signed for IBEW:

Larry Lineham
 Bruce McNamara

Signed for ECANO:

Peter Bryant
 Ken Hewett

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

LETTER OF UNDERSTANDING

RE: NORCAT TRAINING

General Orientation (surface only) and Zero Energy State (ZES) Training will be provided at no cost to the Employees as administered by the Education Fund Committee.

Contractor shall pay course time.

ECANO shall transfer \$10,000.00 from ECANO WHIMS fund to the ECANO/IBEW Joint Education Fund.

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