

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 midnight. When the Client requires a shift change due to special circumstances there shall be no penalty as referred to in 808 (3) provided 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, 2013	\$ 38.83	3.88	0.53	1.50	12.84	57.58	0.79	58.37
	May 1, 2014	\$ 39.95	3.99	0.55	1.50	13.14	59.13	0.79	59.92
	May 1, 2015	\$ 41.15	4.12	0.57	1.50	13.34	60.68	0.79	61.47
Foreman	May 1, 2013	\$ 43.67	4.37	0.53	1.50	12.84	62.91	0.79	63.70
	May 1, 2014	\$ 44.94	4.49	0.55	1.50	13.14	64.62	0.79	65.41
	May 1, 2015	\$ 46.29	4.63	0.57	1.50	13.34	66.33	0.79	67.12
Apprentices started (AFTER APRIL 30, 1997)									
Apprentices	May 1, 2013								
40% 1st Period		\$ 12.51	1.25	0.53	0.60	8.69	23.58	0.79	24.37
50% 2nd Period		\$ 16.95	1.69	0.53	0.75	9.39	29.31	0.79	30.10
60% 3rd Period		\$ 21.28	2.13	0.53	0.90	10.08	34.92	0.79	35.71
70% 4th Period		\$ 25.71	2.57	0.53	1.05	10.77	40.63	0.79	41.42
80% 5th Period		\$ 30.05	3.01	0.53	1.20	11.46	46.25	0.79	47.04
Apprentices	May 1, 2014								
40% 1st Period		\$ 12.87	1.29	0.55	0.60	8.89	24.20	0.79	24.99
50% 2nd Period		\$ 17.45	1.74	0.55	0.75	9.60	30.09	0.79	30.88
60% 3rd Period		\$ 21.91	2.19	0.55	0.90	10.30	35.85	0.79	36.64
70% 4th Period		\$ 26.46	2.65	0.55	1.05	11.01	41.72	0.79	42.51
80% 5th Period		\$ 30.93	3.09	0.55	1.20	11.72	47.49	0.79	48.28
Apprentices	May 1, 2015								
40% 1st Period		\$ 13.34	1.33	0.57	0.60	8.98	24.82	0.79	25.61
50% 2nd Period		\$ 18.04	1.80	0.57	0.75	9.71	30.87	0.79	31.66
60% 3rd Period		\$ 22.62	2.26	0.57	0.90	10.43	36.78	0.79	37.57
70% 4th Period		\$ 27.30	2.73	0.57	1.05	11.16	42.81	0.79	43.60
80% 5th Period		\$ 31.88	3.19	0.57	1.20	11.89	48.73	0.79	49.52

*** Breakdown of Union Funds:**

Taxable:	Retirement Incentive Plan:	\$ 0.53	(\$ 0.55 May 1, 2014; \$ 0.57 May 1, 2015)
Non-taxable:	Health & Welfare:	\$ 4.45	(\$ 4.55 May 1, 2014) (include 8% RST with remittance)
	CCO:	\$ 0.20	
	Training Fund:	\$ 0.25	
	Retirement Fund:	\$ 6.91	See Note 4 (\$ 7.09 May 1, 2014; \$ 7.27 May 1, 2015)
	Union Administration Fund:	\$ 1.03	(\$ 1.05 May 1, 2014; \$ 1.07 May 1, 2015)

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	(Include 13% HST See: Note 3)
Education Fund:	\$ 0.20	
Bill 162 Fund:	\$ 0.03	
Association Fund:	\$ 0.38	(Include 13% HST See: Note 3)
ECA Ontario Fund:	\$ 0.08	(Include 13% HST 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 \$ 4.45 and the Retirement Fund \$ 6.91 May 1, 2013 (\$ 7.09 May 1, 2014; \$ 7.27 May 1, 2015) contact Union for details.
Retail Sales Tax (8%) is payable on Health & Welfare \$ 4.45.
3. HST (13%) is payable on the Association Fund (\$ 0.38 May 1, 2013); ECAO Fund (\$ 0.08) and the 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, 2013 to April 30, 2016 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 ten percent (110%) and added to the Foreman Wage Package; the increase for the Journeyman will be multiplied by the appropriate percentage for each Apprentice level and added to the wage package for that level.

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 deductions 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 deductions will come into effect on May 1 of each year unless agreed to by the Joint Conference Board.

The following deductions 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) **Union Administration Fund**

There shall be a payroll deduction of \$1.03 (\$1.05 – May 1, 2014 / \$1.07 – May 1, 2015) per paid hour for each Apprentice, Journeyman, Cardman and Foreman.

(b) **Taxable Union Funds**

(1) **Retirement Incentive Plan**

A remittance for each Employee covered under this Agreement, of \$0.53 (\$0.55 – May 1, 2014 / \$0.57 – May 1, 2015) per paid hour.

(c) **Non Taxable Union Funds**

Remittances for each Employee covered under this Agreement, shall be as follows:

(1) **Retirement Fund**

The sum of \$6.91 (\$7.09 May 1, 2014; \$7.27 May 1, 2015) 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 \$4.45 per paid hour (\$4.55 May 1, 2014). 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 \$0.25 per paid hour

Clause 1000 B**FUNDS PAYABLE TO ECA HAMILTON****(a) Association Fund**

There shall be a Contractor contribution of \$0.46 (\$0.38 ECA Hamilton Association Fund and \$0.08 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 \$0.20 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
170 Attwell Drive, Suite 460
Toronto, Ontario M9W 5Z5

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 trusteeed 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 trusteeed 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 \$24.67 (\$25.22 May 1, 2014; \$25.82 May 1, 2015) per day.

There shall be a travel allowance of \$24.67 (\$25.22 May 1, 2014; \$25.82 May 1, 2015) 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 \$24.67 (\$25.22 May 1, 2014; \$25.82 May 1, 2015) per day zone.

In the area two hundred and seventy five (275) metres south of the Caledonia-Hagersville area, travel allowance shall be \$32.75 (\$33.30 May 1, 2014; \$33.90 May 1, 2015) 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 \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) 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

(a) **Ratio**

The Apprentice Ratio shall be as follows:
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.

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 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