

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.

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.

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, 2013	\$ 39.26	3.93	1.17	13.88	58.24	0.34	58.58
	May 1, 2014	\$ 40.41	4.04	1.21	14.13	59.79	0.35	60.14
	May 1, 2015	\$ 41.49	4.15	1.24	14.46	61.34	0.35	61.69
Foreman 115	May 1, 2013	\$ 45.15	4.52	1.35	14.10	65.12	0.34	65.46
	May 1, 2014	\$ 46.50	4.65	1.39	14.35	66.89	0.35	67.24
	May 1, 2015	\$ 47.79	4.78	1.43	14.68	68.68	0.35	69.03
Apprentices	May 1, 2013							
Pre-Apprentices		\$ 13.74	1.37	0.41	4.52	+ 20.04	0.34	20.38
40% 1st Period		\$ 15.70	1.57	0.47	8.53	26.27	0.34	26.61
50% 2nd Period		\$ 19.63	1.96	0.59	9.39	31.57	0.34	31.91
60% 3rd Period		\$ 23.56	2.36	0.71	10.24	36.87	0.34	37.21
70% 4th Period		\$ 27.48	2.75	0.82	11.10	42.15	0.34	42.49
80% 5th Period		\$ 31.41	3.14	0.94	11.96	47.45	0.34	47.79
G.E.O. (Section 17)		\$ 35.33	3.53	1.06	13.53	53.45	0.34	53.79
Apprentices	May 1, 2014							
Pre-Apprentice		\$ 14.27	1.43	0.42	4.47	+ 20.59	0.35	20.94
40% 1st Period		\$ 16.17	1.62	0.48	8.63	26.90	0.35	27.25
50% 2nd Period		\$ 20.21	2.02	0.61	9.51	32.35	0.35	32.70
60% 3rd Period		\$ 24.25	2.43	0.72	10.39	37.79	0.35	38.14
70% 4th Period		\$ 28.28	2.83	0.85	11.27	43.23	0.35	43.58
80% 5th Period		\$ 32.33	3.23	0.97	12.16	48.69	0.35	49.04
G.E.O. (Section 17)		\$ 36.35	3.64	1.09	13.78	54.86	0.35	55.21
Apprentices	May 1, 2015							
Pre-Apprentices		\$ 14.61	1.46	0.44	4.62	+ 21.13	0.35	21.48
40% 1st Period		\$ 16.51	1.65	0.50	8.85	27.51	0.35	27.86
50% 2nd Period		\$ 20.68	2.07	0.62	9.75	33.12	0.35	33.47
60% 3rd Period		\$ 24.84	2.48	0.75	10.65	38.72	0.35	39.07
70% 4th Period		\$ 29.00	2.90	0.87	11.55	44.32	0.35	44.67
80% 5th Period		\$ 33.17	3.32	0.99	12.45	49.93	0.35	50.28
G.E.O. (Section 17)		\$ 37.28	3.73	1.12	14.11	56.24	0.35	56.59

***** Breakdown of Union Funds:**

May 1, 2013: Health & Welfare - \$ 3.95, Pension - \$ 7.17 (+Pro-rated for Apprentices), Other Funds - \$ 0.27 (Education Fund - \$ 0.19, Sports, Entertainment & Retirees - \$ 0.06, Promotion - \$ 0.02), CCO Fund - \$ 0.20, SUB Fund - \$ 0.20, Union Dues Journeyman & Foreman - \$ 0.45, Union Dues Apprentices and all other classifications - \$ 0.24, JEPP - \$ 0.10 (include 13% HST with remittance), Stabilization Fund - \$ 0.50 (Pro-rated for Foreman & Apprentices), Market Recovery Fund - \$ 0.90 (Pro-rated for Foreman & Apprentices), Training Trust Fund - \$ 0.14

May 1, 2014: Same as May 1, 2013 except: Health & Welfare - \$ 3.85; Pension - \$ 7.42 (+Pro-rated for Apprentices) Other Funds - \$ 0.37 (Education - \$ 0.24, Sports, Entertainment & Retirees - \$ 0.09, Promotion - \$ 0.04)

May 1, 2015: Same as May 1, 2014 except: Health & Welfare - \$ 4.00, Pension - \$ 7.60 (+Pro-rated for Apprentices)

* V.P./S.H.P. Vacation Pay and Statutory Holiday Pay is 10% of base rate.

** R.R.S.P. 3% of base rate.

+Pre-Apprentice Union Funds include:

May 1, 2013 Health & Welfare - \$ 3.95, Education Fund - \$ 0.19, Training Trust Fund - \$ 0.14, Union Dues - \$ 0.24

May 1, 2014 Same as May 1, 2013 except: Health & Welfare \$ 3.85, Education Fund - \$ 0.24

May 1, 2015 Same as May 1, 2014 except: Health & Welfare \$ 4.00

Note: Under the Line Agreement, apprentice lineman contributions are pro-rated while all other classifications are paid full pension contribution (\$ 7.42). Market Recovery and Stabilization Funds are pro-rated in all instances.

****** Breakdown of ECA Fund:**

May 1, 2013: Greater Toronto ECA - \$ 0.25, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2014: Greater Toronto ECA - \$ 0.26, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2015: Same as May 1, 2014

NOTE: 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.

**900 E.2 (A) WAGES AND FRINGE BENEFITS – MAINTENANCE 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, 2013	\$ 37.30	3.73	1.12	13.88	56.03	0.34	56.37
	May 1, 2014	\$ 38.38	3.84	1.15	14.13	57.50	0.35	57.85
	May 1, 2015	\$ 39.39	3.94	1.18	14.46	58.97	0.35	59.32
Foreman 115	May 1, 2013	\$ 42.90	4.29	1.29	14.10	62.58	0.34	62.92
	May 1, 2014	\$ 44.17	4.42	1.32	14.35	64.26	0.35	64.61
	May 1, 2015	\$ 45.38	4.54	1.36	14.68	65.96	0.35	66.31
Pre-Apprentices	May 1, 2013	\$ 13.06	1.31	0.39	4.52	+ 19.28	0.34	19.62
	40% 1st Period	\$ 14.92	1.49	0.45	8.53	25.39	0.34	25.73
	50% 2nd Period	\$ 18.65	1.86	0.56	9.39	30.46	0.34	30.80
	60% 3rd Period	\$ 22.38	2.24	0.67	10.24	35.53	0.34	35.87
	70% 4th Period	\$ 26.11	2.61	0.78	11.10	40.60	0.34	40.94
80% 5th Period	\$ 29.84	2.98	0.90	11.96	45.68	0.34	46.02	
Pre-Apprentices	May 1, 2014	\$ 13.56	1.36	0.40	4.47	+ 19.79	0.35	20.14
	40% 1st Period	\$ 15.35	1.53	0.46	8.63	25.97	0.35	26.32
	50% 2nd Period	\$ 19.19	1.92	0.58	9.51	31.20	0.35	31.55
	60% 3rd Period	\$ 23.03	2.30	0.69	10.39	36.41	0.35	36.76
	70% 4th Period	\$ 26.87	2.69	0.80	11.27	41.63	0.35	41.98
80% 5th Period	\$ 30.71	3.07	0.92	12.16	46.86	0.35	47.21	
Pre-Apprentices	May 1, 2015	\$ 13.88	1.39	0.42	4.62	+ 20.31	0.35	20.66
	40% 1st Period	\$ 15.68	1.57	0.47	8.85	26.57	0.35	26.92
	50% 2nd Period	\$ 19.64	1.96	0.59	9.75	31.94	0.35	32.29
	60% 3rd Period	\$ 23.57	2.36	0.71	10.65	37.29	0.35	37.64
	70% 4th Period	\$ 27.53	2.75	0.83	11.55	42.66	0.35	43.01
80% 5th Period	\$ 31.48	3.15	0.95	12.45	48.03	0.35	48.38	

***** Breakdown of Union Funds:**

May 1, 2013: Health & Welfare - \$ 3.95, Pension - \$ 7.17 (+Pro-rated for Apprentices), Other Funds - \$ 0.27 (Education Fund - \$ 0.19, Sports, Entertainment & Retirees - \$ 0.06, Promotion - \$ 0.02), CCO Fund - \$ 0.20, SUB Fund - \$ 0.20, Union Dues Journeyman & Foreman - \$ 0.45, Union Dues Apprentices and all other classifications - \$ 0.24, JEPP - \$ 0.10 (include 13% HST with remittance), Stabilization Fund - \$ 0.50 (Pro-rated for Foreman & Apprentices), Market Recovery Fund - \$ 0.90 (Pro-rated for Foreman & Apprentices), Training Trust Fund - \$ 0.14

May 1, 2014: Same as May 1, 2013 except: Health & Welfare - \$ 3.85; Pension - \$ 7.42 (+Pro-rated for Apprentices) Other Funds - \$ 0.37 (Education - \$ 0.24, Sports, Entertainment & Retirees - \$ 0.09, Promotion - \$ 0.04)

May 1, 2015: Same as May 1, 2014 except: Health & Welfare - \$ 4.00, Pension - \$ 7.60 (+Pro-rated for Apprentices)

* V.P./S.H.P. Vacation Pay and Statutory Holiday Pay is 10% of base rate.

** R.R.S.P. 3% of base rate.

+Pre-Apprentice Union Funds include:

May 1, 2013 Health & Welfare - \$ 3.95, Education Fund - \$ 0.19, Training Trust Fund - \$ 0.14, Union Dues - \$ 0.24

May 1, 2014 Same as May 1, 2013 except: Health & Welfare \$ 3.85, Education Fund - \$ 0.24

May 1, 2015 Same as May 1, 2014 except: Health & Welfare \$ 4.00

****** Breakdown of ECA Fund:**

May 1, 2013: Greater Toronto ECA - \$ 0.25, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2014: Greater Toronto ECA - \$ 0.26, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2015: Same as May 1, 2014

NOTE: 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.

**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, 2013	\$ 47.12	4.71	1.41	16.65	69.89	0.34	70.23
	May 1, 2014	\$ 48.49	4.85	1.45	16.96	71.75	0.35	72.10
	May 1, 2015	\$ 49.78	4.98	1.49	17.36	73.61	0.35	73.96
Foreman 115	May 1, 2013	\$ 54.19	5.42	1.63	16.90	78.14	0.34	78.48
	May 1, 2014	\$ 55.80	5.58	1.67	17.21	80.26	0.35	80.61
	May 1, 2015	\$ 57.35	5.73	1.72	17.61	82.41	0.35	82.76
Pre-Apprentices	May 1, 2013	\$ 16.49	1.65	0.49	5.43	+ 24.06	0.34	24.40
40% 1st Period		\$ 18.85	1.89	0.57	10.23	31.54	0.34	31.88
50% 2nd Period		\$ 23.56	2.36	0.71	11.26	37.89	0.34	38.23
60% 3rd Period		\$ 28.27	2.83	0.85	12.29	44.24	0.34	44.58
70% 4th Period		\$ 32.98	3.29	0.99	13.32	50.58	0.34	50.92
80% 5th Period		\$ 37.70	3.77	1.13	14.34	56.94	0.34	57.28
GEO (Section 17)		\$ 42.41	4.24	1.27	16.23	64.15	0.34	64.49
Pre-Apprentices	May 1, 2014	\$ 17.13	1.71	0.51	5.37	+ 24.72	0.35	25.07
40% 1st Period		\$ 19.39	1.94	0.58	10.36	32.27	0.35	32.62
50% 2nd Period		\$ 24.24	2.42	0.73	11.42	38.81	0.35	39.16
60% 3rd Period		\$ 29.10	2.91	0.87	12.48	45.36	0.35	45.71
70% 4th Period		\$ 33.93	3.39	1.02	13.54	51.88	0.35	52.23
80% 5th Period		\$ 38.79	3.88	1.16	14.59	58.42	0.35	58.77
GEO (Section 17)		\$ 43.61	4.36	1.31	16.54	65.82	0.35	66.17
Pre-Apprentices	May 1, 2015	\$ 17.53	1.75	0.53	5.55	+ 25.36	0.35	25.71
40% 1st Period		\$ 19.81	1.98	0.59	10.63	+ 33.01	0.35	33.36
50% 2nd Period		\$ 24.81	2.48	0.75	11.71	39.75	0.35	40.10
60% 3rd Period		\$ 29.81	2.98	0.90	12.79	46.48	0.35	46.83
70% 4th Period		\$ 34.81	3.48	1.04	13.87	53.20	0.35	53.55
80% 5th Period		\$ 39.79	3.98	1.19	14.95	59.91	0.35	60.26
GEO (Section 17)		\$ 44.74	4.48	1.34	16.94	67.50	0.35	67.85

***** Breakdown of Union Funds:**

May 1, 2013: Health & Welfare - \$ 4.74, Pension - \$ 8.60 (Pro-rated for Apprentices), Other Funds - \$ 0.32 (Education Fund - \$ 0.23, Sports, Entertainment & Retirees - \$ 0.07, Promotion - \$ 0.02), CCO Fund - \$ 0.24, SUB Fund - \$ 0.24, Union Dues Journeyman & Foreman - \$ 0.54, Union Dues Apprentices and all other classifications - \$ 0.29, JEPP - \$ 0.12 (include 13% HST with remittance), Stabilization Fund - \$ 0.60 (prorated for Foreman & Apprentices), Market Recovery Fund - \$ 1.08 (prorated for Foreman & Apprentices), Training Trust Fund - \$ 0.17

May 1, 2014: Same as May 1, 2013 except: Health & Welfare - \$ 4.62; Pension - \$ 8.90 (Pro-rated for Apprentices), Other Funds - \$ 0.45 (Education Fund - \$ 0.29, Sports, Entertainment & Retirees - \$ 0.11, Promotion - \$ 0.05)

May 1, 2015: Same as May 1, 2014 except: Health & Welfare - \$ 4.80, Pension - \$ 9.12 (Pro-rated for Apprentices)

	Pro-rated	Stabilization	MRP
Foreman:	\$ 0.69	\$ 1.24	
1 st Term:	\$ 0.24	\$ 0.43	
2 nd Term:	\$ 0.30	\$ 0.54	
3 rd Term:	\$ 0.36	\$ 0.65	
4 th Term:	\$ 0.42	\$ 0.76	
5 th Term:	\$ 0.48	\$ 0.86	
GEO:	\$ 0.54	\$ 0.97	

* **V.P./S.H.P.** Vacation Pay and Statutory Holiday Pay is 10% of base rate.

** **R.R.S.P.** 3% of base rate.

+ Pre-Apprentice Union Funds include: Health & Welfare - \$ 4.74 (May 1, 2014 - \$ 4.62), Education Fund - \$ 0.23 (May 1, 2014 - \$ 0.29), Training Trust Fund - \$ 0.17, Union Dues - \$ 0.29

++ Pro-rated pension contributions: 1st Term: \$ 3.44; 2nd Term: \$ 4.30; 3rd Term: \$ 5.16; 4th Term: \$ 6.02; 5th Term: \$ 6.88

****** Breakdown of ECA Fund:**

May 1, 2013: Greater Toronto ECA - \$ 0.25, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2014: Greater Toronto ECA - \$ 0.26, ECAO \$ 0.08, Bill 158 Fund - \$ 0.01

May 1, 2015: Same as May 1, 2014

NOTE: 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.

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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 \$3.95 (May 1, 2014 \$ 3.85; May 1, 2015 \$ 4.00) 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.

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 \$3.95 (May 1, 2014 \$ 3.85; May 1, 2015 \$ 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 \$7.17 (May 1, 2014 \$ 7.42; May 1, 2015 \$ 7.60) 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 \$0.20 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 \$0.27 (May 1, 2104 \$ 0.37) 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: \$0.19 (May 1, 2014 \$ 0.24) Education and Training Fund; \$0.06 (May 1, 2014 \$ 0.09) Sports, Entertainment and Retirees Fund; and \$0.02 (May 1, 2014 \$ 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 Industry Stabilization Fund \$0.50 per hour earned by each hourly rated Journeyman and a pro-rated amount for all other classifications (i.e. Foreman 1.15 x \$0.50, Apprentices 0.40 through 0.80 X \$0.50). These monies will be paid monthly to a Trust Administrator.

(j) The Company shall pay to the Market Recovery Fund \$0.90 per hour earned by each hourly rated journeyman and a pro-rated amount for all other classifications (i.e. Foreman 1.15 x \$0.90, Apprentices 0.40 through to 0.80 x \$0.90). These monies will be paid monthly to a Trust Administrator.

(k) The Company shall pay \$0.14 per hour earned by each hourly rated classification to the Training Trust Fund. These monies will be paid monthly to a Trust Fund Administrator.

(l) The Company shall contribute Employer's Association Dues in the amount of \$0.34 (\$0.35 May 1, 2014) 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.

(m) Owner/Operators who are member in good standing of the Local Union, are signatory to this Agreement and who perform bargaining unit work have the option to contribute to all of the following funds on their own behalf: Health and Welfare, RRSP, and Pension. If an Owner/Operator selects this option he 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, Industry Stabilization Fund, Market Recovery 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 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, 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, Industry Stabilization Fund, Market Recovery 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 Training Trust Fund payments to the Training Trust Fund.
- (8) The Industry Stabilization Fund payments to the Industry Stabilization Fund.
- (9) The Market Recovery Fund payments to the Market Recovery Fund.
- (10) The Union Dues payments to Local Union 353, IBEW.
- (11) Association Dues payments to the Greater Toronto Electrical Contractors Association.
- (12) 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.
- (13) 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
170 Attwell Drive, Suite 460
Toronto, Ontario M9W 5Z5

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 \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) 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 \$85.63 (\$86.98 May 1, 2014; \$88.38 May 1, 2015) per overnight stay. If adequate accommodations are not available for \$85.63 (\$86.98 May 1, 2014; \$88.38 May 1, 2015) 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 \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) 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 \$16.25 per working day (May 1, 2014, \$16.75; May 1, 2015 \$17.25) 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 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 Greater Toronto Electrical Contractors Association and Local Union 353, 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) 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.
- (d) All Electrical Sub-Contractors to the Contractor under this Agreement shall abide by the terms and conditions of this Agreement.
- (e) 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 ten (10) working days' notice to the Contractor.

Clause 1606

BUSINESS REPRESENTATIVES

The Business Representative 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. Permission shall not be unduly refused.

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

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 1609

EMERGENCY WORK

In the event an emergency arises, the Employer will assign those on the job to such work, having due regard to jurisdiction where practicable, until arrangements can be made with the proper crafts. All parties agree to work together in a harmonious manner to assure there is no disruption of work.

Clause 1610

GRIEVANCE AND ARBITRATION PROCEDURE

It is agreed that it is the spirit and intent of this Agreement to adjust 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 adjusted 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 ten (10) minute rest period at mid-morning and ten (10) 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, 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 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 rate of pay. All other work on Saturdays, and all work on Sundays and recognized Holidays shall be paid at double (2) the regular 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-five percent (95%) of the basic hourly wage rate established in the prevailing ICI Construction Agreement.
- (b) Apprentices working under the terms of this Agreement shall receive percentage rates as established in the prevailing ICI Agreement.

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 Local Union Office.

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 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 \$300 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.

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

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 alone 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 \$25.82 (\$26.37 May 1, 2014, \$26.97 May 1, 2015) 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 \$107.30 (\$108.65 May 1, 2014; \$110.05 May 1, 2015) 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 \$0.50 (\$0.51 May 1, 2014, \$0.52 May 1, 2015) 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

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 \$64.28 (\$65.63 May 1, 2014, \$67.03 May 1, 2015) 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 \$0.50 per kilometre to a maximum of \$25.98 per day (\$0.51 May 1, 2014 per kilometre to a maximum of \$26.53 per day) (\$0.52 May

1, 2015 per kilometre to a maximum of \$27.13) 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 \$0.50 (\$0.51 May 1, 2014, \$0.52 May 1, 2015) 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

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LETTER OF UNDERSTANDING

February 19, 2013

The two parties agree to hire a consultant economist to re-view existing travel clauses and make recommendations that are economically viable. The cost will be covered by JEPP and the review will be completed by June 30, 2014.

DATED IN TORONTO: February 19, 2013

For the IBEW, Local Union 353
Steven Martin

For the Greater Toronto ECA
George Docherty

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