

## 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.

### 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.

#### 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, 2013	\$ 42.32	4.23	9.68	56.23	0.25	56.48
	May 1, 2014	\$ 43.73	4.37	9.68	57.78	0.25	58.03
	May 1, 2015	\$ 44.23	4.42	10.68	59.33	0.25	59.58
Sub-Foreman (7%)	May 1, 2013	\$ 45.28	4.53	10.03	59.84	0.25	60.09
	May 1, 2014	\$ 46.79	4.68	10.03	61.50	0.25	61.75
	May 1, 2015	\$ 47.32	4.73	11.10	63.15	0.25	63.40
Foreman (15%)	May 1, 2013	\$ 48.67	4.87	10.43	63.97	0.25	64.22
	May 1, 2014	\$ 50.29	5.03	10.43	65.75	0.25	66.00
	May 1, 2015	\$ 50.86	5.09	11.58	67.53	0.25	67.78
Apprentices	May 1, 2013						
40% 1st Period		\$ 16.93	1.69	6.38	25.00	0.25	25.25
50% 2nd Period		\$ 21.16	2.12	6.93	30.21	0.25	30.46
60% 3rd Period		\$ 25.39	2.54	7.48	35.41	0.25	35.66
70% 4th Period		\$ 29.62	2.96	8.03	40.61	0.25	40.86
80% 5th Period		\$ 33.86	3.39	8.58	45.83	0.25	46.08
Apprentices	May 1, 2014						
40% 1st Period		\$ 17.49	1.75	6.38	25.62	0.25	25.87
50% 2nd Period		\$ 21.87	2.19	6.93	30.99	0.25	31.24
60% 3rd Period		\$ 26.24	2.62	7.48	36.34	0.25	36.59
70% 4th Period		\$ 30.61	3.06	8.03	41.70	0.25	41.95
80% 5th Period		\$ 34.98	3.50	8.58	47.06	0.25	47.31
Apprentices	May 1, 2015						
40% 1st Period		\$ 17.69	1.77	6.78	26.24	0.25	26.49
50% 2nd Period		\$ 22.12	2.21	7.43	31.76	0.25	32.01
60% 3rd Period		\$ 26.54	2.65	8.08	37.27	0.25	37.52
70% 4th Period		\$ 30.97	3.09	8.73	42.79	0.25	43.04
80% 5th Period		\$ 35.38	3.54	9.38	48.30	0.25	48.55

**\* 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: \$ 6.00, Sub-Foreman: \$ 6.35, Foreman: \$ 6.75  
 Apprentices: 1st - \$ 3.00, 2nd - \$ 3.50, 3rd - \$ 4.00, 4th - \$ 4.50, 5th - \$ 5.00  
 (May 1, 2015: Journeyman: \$ 7.00, Sub-Foreman: \$ 7.42, Foreman: \$ 7.90  
 Apprentices: 1st - \$ 3.40, 2nd - \$ 4.00, 3rd - \$ 4.60, 4th - \$ 5.20, 5th - \$ 5.80)  
 Stabilization Fund – \$ 0.50 (Apprentices: 1<sup>st</sup> \$ 0.20, 2<sup>nd</sup> \$ 0.25, 3<sup>rd</sup> \$ 0.30, 4<sup>th</sup> \$ 0.35, 5<sup>th</sup> \$ 0.40)

**\*\* Breakdown of ECA Funds:**

ECA TB: \$ 0.16 (include 13% HST)  
 ECAO: \$ 0.08 (include 13% HST)  
 Bill 158: \$ 0.01

\*\*\* 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, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.**
2. A Union Dues check-off of \$ 38.70 (\$ 41.70 May 1, 2015) 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.

**\* 900 F.1 (B) WAGES AND FRINGE BENEFITS - RESIDENTIAL AGREEMENT (90%)  
L.U. 402 - THUNDER BAY**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total*** Package
Journeyman	May 1, 2013	\$ 38.09	3.81	9.58	51.48	0.25	51.73
	May 1, 2014	\$ 39.36	3.94	9.58	52.88	0.25	53.13
	May 1, 2015	\$ 39.72	3.97	10.58	54.27	0.25	54.52
Foreman (10%)	May 1, 2013	\$ 41.90	4.19	10.33	56.42	0.25	56.67
	May 1, 2014	\$ 43.30	4.33	10.33	57.96	0.25	58.21
	May 1, 2015	\$ 43.69	4.37	11.43	59.49	0.25	59.74
Apprentices	May 1, 2013						
40% 1st Period		\$ 15.24	1.52	6.31	23.07	0.25	23.32
50% 2nd Period		\$ 19.05	1.91	6.86	27.82	0.25	28.07
60% 3rd Period		\$ 22.85	2.29	7.40	32.54	0.25	32.79
70% 4th Period		\$ 26.66	2.67	7.95	37.28	0.25	37.53
80% 5th Period		\$ 30.47	3.05	8.49	42.01	0.25	42.26
Apprentices	May 1, 2014						
40% 1st Period		\$ 15.74	1.57	6.31	23.62	0.25	23.87
50% 2nd Period		\$ 19.68	1.97	6.86	28.51	0.25	28.76
60% 3rd Period		\$ 23.62	2.36	7.40	33.38	0.25	33.63
70% 4th Period		\$ 27.55	2.76	7.95	38.26	0.25	38.51
80% 5th Period		\$ 31.48	3.15	8.49	43.12	0.25	43.37
Apprentices	May 1, 2015						
40% 1st Period		\$ 15.89	1.59	6.71	24.19	0.25	24.44
50% 2nd Period		\$ 19.86	1.99	7.36	29.21	0.25	29.46
60% 3rd Period		\$ 23.84	2.38	8.00	34.22	0.25	34.47
70% 4th Period		\$ 27.80	2.78	8.65	39.23	0.25	39.48
80% 5th Period		\$ 31.77	3.18	9.29	44.24	0.25	44.49

**\* 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 - \$ 0.45

RRSP as per Agreement – Journeyman: \$ 6.00, Foreman: \$ 6.75

Apprentices: 1st - \$ 3.00, 2nd - \$ 3.50, 3rd - \$ 4.00, 4th - \$ 4.50, 5th - \$ 5.00

(May 1, 2015: Journeyman: \$ 7.00, Foreman: \$ 7.60

Apprentices: 1st - \$ 3.40, 2nd - \$ 4.00, 3rd - \$ 4.60, 4th - \$ 5.20, 5th - \$ 5.80)

Stabilization Fund – \$ 0.45 (Apprentices: 1<sup>st</sup> \$ 0.18, 2<sup>nd</sup> \$ 0.23, 3<sup>rd</sup> \$ 0.27, 4<sup>th</sup> \$ 0.32, 5<sup>th</sup> \$ 0.36)

**\*\* Breakdown of ECA Funds:**

ECA TB: \$ 0.16 (include 13% HST)

ECAO: \$ 0.08 (include 13% HST)

Bill 158: \$ 0.01

\*\*\* 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, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.**
2. A Union Dues check-off of \$ 38.70 (\$ 41.70 May 1, 2015) 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.

**900 F.1 (C) WAGES AND FRINGE BENEFITS - RESIDENTIAL AGREEMENT (70%)  
L.U. 402 - THUNDER BAY**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total*** Package
Journeyman	May 1, 2013	\$ 29.62	2.96	9.38	41.96	0.25	42.21
	May 1, 2014	\$ 30.61	3.06	9.38	43.05	0.25	43.30
	May 1, 2015	\$ 30.69	3.07	10.38	44.14	0.25	44.39
Foreman (10%)	May 1, 2013	\$ 32.58	3.26	9.88	45.72	0.25	45.97
	May 1, 2014	\$ 33.67	3.37	9.88	46.92	0.25	47.17
	May 1, 2015	\$ 33.76	3.38	10.98	48.12	0.25	48.37
Apprentices	May 1, 2013						
	40% 1st Period	\$ 11.85	1.19	6.17	19.21	0.25	19.46
	50% 2nd Period	\$ 14.81	1.48	6.71	23.00	0.25	23.25
	60% 3rd Period	\$ 17.77	1.78	7.24	26.79	0.25	27.04
	70% 4th Period	\$ 20.73	2.07	7.78	30.58	0.25	30.83
80% 5th Period	\$ 23.70	2.37	8.31	34.38	0.25	34.63	
Apprentices	May 1, 2014						
	40% 1st Period	\$ 12.24	1.22	6.17	19.63	0.25	19.88
	50% 2nd Period	\$ 15.31	1.53	6.71	23.55	0.25	23.80
	60% 3rd Period	\$ 18.37	1.84	7.24	27.45	0.25	27.70
	70% 4th Period	\$ 21.43	2.14	7.78	31.35	0.25	31.60
80% 5th Period	\$ 24.49	2.45	8.31	35.25	0.25	35.50	
Apprentices	May 1, 2015						
	40% 1st Period	\$ 12.27	1.23	6.57	20.07	0.25	20.32
	50% 2nd Period	\$ 15.35	1.53	7.21	24.09	0.25	24.34
	60% 3rd Period	\$ 18.42	1.84	7.84	28.10	0.25	28.35
	70% 4th Period	\$ 21.48	2.15	8.48	32.11	0.25	32.36
80% 5th Period	\$ 24.55	2.46	9.11	36.12	0.25	36.37	

**\* 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 - \$ 0.35

RRSP as per Agreement – Journeyman: \$ 6.00, Foreman: \$ 6.50

Apprentices: 1st - \$ 3.00, 2nd - \$ 3.50, 3rd - \$ 4.00, 4th - \$ 4.50, 5th - \$ 5.00

(May 1, 2015: Journeyman: \$ 7.00, Foreman: \$ 7.60

Apprentices: 1st - \$ 3.40, 2nd - \$ 4.00, 3rd - \$ 4.60, 4th - \$ 5.20, 5th - \$ 5.80)

Stabilization Fund – \$ 0.35 (Apprentices: 1<sup>st</sup> \$ 0.14, 2<sup>nd</sup> \$ 0.18, 3<sup>rd</sup> \$ 0.21, 4<sup>th</sup> \$ 0.25, 5<sup>th</sup> \$ 0.28)

**\*\* Breakdown of ECA Funds:**

ECA TB: \$ 0.16 (include 13% HST)

ECAO: \$ 0.08 (include 13% HST)

Bill 158: \$ 0.01

\*\*\* 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, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.
2. A Union Dues check-off of \$ 38.70 (\$ 41.70 May 1, 2015) 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**

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:

THE ADMINISTRATOR, H & I PLAN,  
910 COBALT CRESCENT  
THUNDER BAY, ONTARIO P7B 5W3

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 \$6.00 (\$7.00 May 1, 2015) 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 \$0.25 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 Rep-

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:

THE ADMINISTRATOR,  
HEALTH AND INSURANCE PLAN  
910 COBALT CRESCENT,  
THUNDER BAY, ONTARIO P7B 5W3

#### **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  
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 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 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 \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) 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 \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) per kilometre transportation allowance in lieu thereof.
- (e) When an Employee is instructed by the Employer to report to a job location which necessitates transpor-

tation 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:

\$12.03 - May 1, 2013  
 \$12.27 - May 1, 2014  
 \$12.52 - May 1, 2015

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.

In the event of a compressed work week, there shall be no room and board paid if Friday is worked. When Saturday or Sunday are worked room and board will be paid to a maximum of eight (8) hours per day worked.

- (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-termination 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 1/2) the applicable rate shall be paid. Saturday shall be paid at one and one-half (1 1/2) 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 1/2) 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. 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 30<sup>th</sup> 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 does not exceed \$50,000.00 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 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: 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: 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;
- 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

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