

SECTION 22 - LOCAL APPENDIX - L.U. 303 - NIAGARA PENINSULA

Clause 512

UNION RIGHTS & REPRESENTATIVES

Officers and Members of the Union shall be granted Leave of Absence when required for Union business, provided that forty eight (48) hours' notice is given to the Employer.

Clause 602

FOREMEN

Foremen Employees: On jobs having over four (4) Employees, a Foreman shall be appointed. His/her rate shall be ten percent (10%) above the Journeyman's wage rate.

One Foreman shall be allowed to supervise the work of a maximum of twenty (20) workers.

Where more than one (1) Foreman is appointed on a specific job, one shall be designated as being in charge. His/her rate shall be fifteen percent (15%) above the Journeyman's wage rate.

Where there are four (4) foremen or more on the project, a non-working foreman will be designated whose rate shall be fifteen percent (15%) above the Journeyman's wage rate.

No nonworking foreman shall work with the tools except in cases of emergency and for instructional purposes.

All Foremen shall be members of the I.B.E.W.

Following appointment of the first Foreman on a project, all additional Foremen shall be members of Local 303 I.B.E.W.

A Foreman shall not displace a workman on a job while overtime is being worked.

Where a Foreman is designated, a workman shall not take direction or orders or accept a layout of any job from anyone except his/her Foreman

Clause 800

REGULAR HOURS

The regular hours of work in Niagara Peninsula shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. and Friday four (4) hours between the hours of 8:00 a.m. and 12:00 noon.

The regular hours of work in Niagara Peninsula shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over any four (4) consecutive days, Monday to Friday.

The provisions in 800 shall not be considered as a guarantee of hours per day or per week.

Clause 808

SHIFTS

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

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

Evening Shift - Eight (8) hours per shift between 4:30 p.m. to 8:30 p.m. and 9:00 p.m. to 1:00 a.m. with a

total of thirty-two (32) hours per week for four (4) shifts shall constitute a regular work week. Starting time for a shift will not be varied in any one (1) week.

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

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

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

Shift Bonuses

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

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

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

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

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

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

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

**900 D.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 303 - NIAGARA PENINSULA**

	Date	Base Rate	VP & SHP	Union* Funds	RRSP*	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2013	\$ 38.45	3.85	10.56	4.10	56.96	0.32	57.28
	May 1, 2014	\$ 38.64	3.86	11.91	4.10	58.51	0.32	58.83
	May 1, 2015	\$ 38.64	3.86	13.46	4.10	60.06	0.37	60.43
Foreman (10%)	May 1, 2013	\$ 42.71	4.27	10.56	4.10	61.64	0.32	61.96
	May 1, 2014	\$ 43.04	4.30	11.91	4.10	63.35	0.32	63.67
	May 1, 2015	\$ 43.17	4.32	13.46	4.10	65.05	0.37	65.42
Foreman (15%)	May 1, 2013	\$ 44.84	4.48	10.56	4.10	63.98	0.32	64.30
	May 1, 2014	\$ 45.23	4.52	11.91	4.10	65.76	0.32	66.08
	May 1, 2015	\$ 45.45	4.54	13.46	4.10	67.55	0.37	67.92
						Other* Income		
Apprentices	May 1, 2013							
40% 1st Period		\$ 15.26	1.53	9.36	0.00	26.15	0.32	26.47
50% 2nd Period		\$ 19.23	1.92	9.56	0.58	31.29	0.32	31.61
60% 3rd Period		\$ 23.07	2.31	9.76	1.28	36.42	0.32	36.74
70% 4th Period		\$ 26.92	2.69	9.96	2.00	41.57	0.32	41.89
80% 5th Period		\$ 30.76	3.08	10.16	2.69	46.69	0.32	47.01
Apprentices	May 1, 2014							
40% 1st Period		\$ 15.46	1.55	9.56	0.20	26.77	0.32	27.09
50% 2nd Period		\$ 19.32	1.93	9.86	0.95	32.06	0.32	32.38
60% 3rd Period		\$ 23.18	2.32	10.16	1.69	37.35	0.32	37.67
70% 4th Period		\$ 27.05	2.71	10.46	2.44	42.66	0.32	42.98
80% 5th Period		\$ 30.91	3.09	10.76	3.17	47.93	0.32	48.25
Apprentices	May 1, 2015							
40% 1st Period		\$ 15.46	1.55	10.36	0.02	27.39	0.37	27.76
50% 2nd Period		\$ 19.30	1.93	10.77	0.83	32.83	0.37	33.20
60% 3rd Period		\$ 23.18	2.32	11.18	1.60	38.28	0.37	38.65
70% 4th Period		\$ 27.05	2.70	11.58	2.41	43.74	0.37	44.11
80% 5th Period		\$ 30.90	3.09	11.99	3.18	49.16	0.37	49.53

* RRSP RRSP Contributions are subject to CPP and EI; however, exempt from withholding Income Tax.

* Other Income Apprentices only and is subject to Income Tax, CPP and EI but not calculated for Vacation Pay (paid each pay period).

* Breakdown of Union Funds: All Union Funds to be remitted on a total hours earned basis.

Health & Welfare: \$ 3.59 (May 1, 2015: \$ 3.65; Apprentice: \$ 3.59)
 Pension: \$ 3.40 (May 1, 2014: \$ 3.55; Apprentice: \$ 3.00)
 JEPP \$ 0.10
 Local Dues: \$ 1.22 (May 1, 2014: \$ 1.42; May 1, 2015 \$ 1.85)
 CCO: \$ 0.20 (\$ 0.13 Organizing; General Fund \$ 0.06; OCS \$ 0.01)
 Retirees Club: \$ 0.05 (Journeyman only)

Economic Improvement Strategy (EIS) – (replaces Stabilization Fund):
 Journeyman: \$ 2.00, 1st Term Apprentice: \$ 0.80, 2nd Term: \$ 1.00, 3rd Term: \$ 1.20, 4th Term: \$ 1.40, 5th Term: \$ 1.60
 May 1, 2014:
 Journeyman: \$ 3.00, 1st Term Apprentice: \$ 1.20, 2nd Term: \$ 1.50, 3rd Term: \$ 1.80, 4th Term: \$ 2.10, 5th Term: \$ 2.40
 May 1, 2015:
 Journeyman: \$ 4.06, 1st Term Apprentice: \$ 1.62, 2nd Term: \$ 2.03, 3rd Term: \$ 2.44, 4th Term: \$ 2.84, 5th Term: \$ 3.25

** Breakdown of ECA Fund:

Association Fund: \$ 0.18 (May 1, 2015 \$ 0.23) (plus HST), Bill 162 Fund \$ 0.03, OCS \$ 0.01, Education Fund \$ 0.10

Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay working dues and ECA Fund for a minimum of one hundred forty-four (144) hours per month.

Union Funds along with the Welfare and Pension Plan Confirmation and Member Data Report to be mailed to:
 Union Benefit Plan Services, 151 Frobisher Drive, Suite 220, Waterloo, ON, N2V 2C9

Online remitting is available through the Union Benefits D.C.T. program. Please contact IBEW Local 303 to register.

A Copy of the Member Data Report to be mailed to: IBEW Local Union 303, 4485 Kent Ave., Niagara Falls, Ontario, L2H 1J1 or it may be emailed to kim@ibewlocal303.com.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.

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**900 D.2 WAGES AND FRINGE BENEFITS - MAINTENANCE AGREEMENT
L.U. 303 - NIAGARA PENINSULA**

	Date	Base Rate	VP & SHP	Union* Funds	RRSP*	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2013	\$ 34.21	3.42	10.56	4.10	52.29	0.32	52.61
	May 1, 2014	\$ 34.25	3.43	11.91	4.10	53.69	0.32	54.01
	May 1, 2015	\$ 35.42	3.54	12.44	3.69	55.09	0.37	55.46
Foreman (10%)	May 1, 2013	\$ 38.04	3.80	10.56	4.10	56.50	0.32	56.82
	May 1, 2014	\$ 38.20	3.82	11.91	4.10	58.03	0.32	58.35
	May 1, 2015	\$ 39.48	3.95	12.44	3.69	59.56	0.37	59.93
Foreman (15%)	May 1, 2013	\$ 39.95	4.00	10.56	4.10	58.61	0.32	58.93
	May 1, 2014	\$ 40.18	4.02	11.91	4.10	60.21	0.32	60.53
	May 1, 2015	\$ 41.53	4.15	12.44	3.69	61.81	0.37	62.18
Apprentices								
40% 1st Period	May 1, 2013	\$ 13.56	1.36	9.36	0.00	24.28	0.32	24.60
50% 2nd Period		\$ 17.31	1.73	9.56	0.35	28.95	0.32	29.27
60% 3rd Period		\$ 20.77	2.08	9.76	1.01	33.62	0.32	33.94
70% 4th Period		\$ 24.23	2.42	9.96	1.69	38.30	0.32	38.62
80% 5th Period		\$ 27.69	2.77	10.16	2.34	42.96	0.32	43.28
Apprentices								
40% 1st Period	May 1, 2014	\$ 13.70	1.37	9.56	0.21	24.84	0.32	25.16
50% 2nd Period		\$ 17.13	1.71	9.86	0.94	29.64	0.32	29.96
60% 3rd Period		\$ 20.55	2.06	10.16	1.68	34.45	0.32	34.77
70% 4th Period		\$ 23.98	2.40	10.46	2.44	39.28	0.32	39.60
80% 5th Period		\$ 27.40	2.74	10.76	3.18	44.08	0.32	44.40
Apprentices								
40% 1st Period	May 1, 2015	\$ 14.37	1.44	7.01	2.58	25.40	0.37	25.77
50% 2nd Period		\$ 17.94	1.79	7.38	3.23	30.34	0.37	30.71
60% 3rd Period		\$ 21.53	2.15	7.74	3.87	35.29	0.37	35.66
70% 4th Period		\$ 25.12	2.51	8.11	4.52	40.26	0.37	40.63
80% 5th Period		\$ 28.70	2.87	8.47	5.16	45.20	0.37	45.57

* **RRSP** RRSP Contributions are subject to CPP and EI; however, exempt from withholding Income Tax.

* **Other Income** Apprentices only and is subject to Income Tax, CPP and EI but not calculated for Vacation Pay (paid each pay period).

* **Breakdown of Union Funds:** All Union Funds to be remitted on a total hours earned basis.

Health & Welfare: \$ 3.59 (May 1, 2015: \$ 3.40; Apprentice: \$3.40)
 Pension: \$ 3.40 (May 1, 2014: \$ 3.55; May 1, 2015: 3.19; Apprentice: \$ 0.00)
 JEPP \$ 0.10
 Local Dues: \$ 1.22 (May 1, 2014: \$ 1.42; May 1, 2015 \$ 1.85)
 CCO: \$ 0.20 (\$ 0.13 Organizing; General Fund \$ 0.06; OCS \$ 0.01)
 Retirees Club: \$ 0.05 (Journeyman only)

Economic Improvement Strategy (EIS) – (replaces Stabilization Fund):
 Journeyman: \$ 2.00, 1st Term Apprentice: \$ 0.80, 2nd Term: \$ 1.00, 3rd Term: \$ 1.20, 4th Term: \$ 1.40, 5th Term: \$ 1.60
 May 1, 2014:
 Journeyman: \$ 3.00, 1st Term Apprentice: \$ 1.20, 2nd Term: \$ 1.50, 3rd Term: \$ 1.80, 4th Term: \$ 2.10, 5th Term: \$ 2.40
 May 1, 2015:
 Journeyman: \$ 3.65, 1st Term Apprentice: \$ 1.46, 2nd Term: \$ 1.83, 3rd Term: \$ 2.19, 4th Term: \$ 2.56, 5th Term: \$ 2.92

**** Breakdown of ECA Fund:**

Association Fund: \$ 0.18 (May 1, 2015 \$ 0.23) (plus HST), Bill 162 Fund \$ 0.03, OCS \$ 0.01, Education Fund \$ 0.10

Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay working dues and ECA Fund for a minimum of one hundred forty-four (144) hours per month.

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Clause 900 D.3

OTHER FUNDS

Payment of union dues and the association fund shall be as shown in Clauses 1001, 1002 and 1004.

Clause 900 D.4

VACATION AND STATUTORY HOLIDAY PAY

- (a) All Employees covered by this Agreement shall be required to take two (2) weeks' vacation each year which, by mutual consent, may be taken one (1) week at a time. In cases of hardship to the Employee, the compulsory vacation may be waived by the Union.
- (b) Vacation with pay shall be at the rate of four percent (4%) of an Employee's wages. An additional six percent (6%) shall be paid in lieu of statutory holiday pay for a total of ten percent (10%) of an Employee's wages. This shall be a percentage of the basic wage rates.
- (c) With the approval of the Labour Standards Board of the Ministry of Labour for the Province of Ontario, a vacation pay trust fund has been established.

Allowances payable under this Section shall be calculated and shown on the Employee's weekly earnings statement. The full amount of this allowance, the applicable Income Tax and Canada Pension contributions having been deducted from current earnings, shall be remitted monthly and is due in the Administrator's hands not later than the fifteenth (15th) day of the month following. The Administrator shall be designated by a Board of Trustees appointed under a Trust Agreement, being the same Board of Trustees as for Local 303 Health & Welfare Fund. Payments received by the Administrator after the due date shall be subject to an assessment of five percent (5%) of the amount due, except that remittances bearing a postal cancellation stamp dated on or before the eighth (8th) day of the month shall not be subject to penalty. Postage meter date stamps will not be accepted.

Clause 900 D.5

On all underground mining and tunnelling work a \$1.20 per hour premium shall be paid in addition to any applicable rate of pay. UNDERGROUND is defined as: New underground construction, below a collar or head frame, having no open cut or cross street tie tunnels.

Clause 1000

HEALTH, WELFARE AND PENSION

All Contractors who are signatory to, and who sign this Agreement, shall deduct and remit for all Employees covered by this Agreement, \$3.59 (\$3.65 May 1, 2015) per paid hour to Local Union 303, IBEW Health & Welfare Plan.

Local 303 agrees that Employers and their staff are eligible to participate in Local 303, I.B.E.W. Health & Welfare Plan.

A further \$3.40 (May 1, 2014 - \$ 3.55) per paid hour shall be deducted and remitted to the Pension Plan for the duration of this Agreement.

These payments, complete with a statement, shall be remitted monthly to the Administrator designated by the Board of Trustees and are due in the Administrator's hands not later than the fifteenth (15th) of the month following.

Payments received by the Administrator after the due date shall be subject to an assessment of five percent (5%) of the amount due except that remittances bearing a postal cancellation stamp dated on or before the eighth (8th) day of the month shall not be subject to penalty. Postage meter date stamps will not be accepted.

A Board of Trustees shall be appointed by the Union to administer the plan on behalf of the members of Local Union 303 IBEW, and by the Employers to conform to the terms of Article 301 of the Trust Agreement.

Clause 1001

WORKING DUES

The Contractors agree to deduct from each Employee who is working in Local 303's jurisdiction a total of \$1.47 (May 1, 2014 - \$ 1.67; May 1, 2015 - \$ 2.10) per paid hour for Working Dues (Local Dues \$1.22 (May 1, 2014 - \$ 1.42; May 1, 2015 \$ 1.85); CCO Organizing Fund \$0.13; CCO General Fund \$0.06; OCS \$0.01; Retirees \$0.05. This amount to be submitted monthly along with Health & Welfare, Vacation Pay and Contractors Fund to the Administrator who shall in turn forward \$0.20 of the above amount to the IBEW Construction Council of Ontario.

Clause 1003

WAGE SECURITY

In the event that an Employer working under this Appendix to the Agreement is unable to meet his/her payroll obligations, a meeting of the Conference Board will be called to determine how best to deal with collecting wages and vacation pay from the defaulting Employer. If the full amount owing cannot be collected, Niagara Peninsula Electrical Contractors Association Inc. will pay the uncollected amount, up to a limit of \$10,000 in any one (1) calendar year, for defaulting Employers. This would be available only for member Contractors of N.P.E.C.A. Inc.

At the Conference Board meeting for the first case of default in any calendar year, the maximum amount to be paid for any one defaulting Employer must be established, and it shall be decided how other liabilities would be met, should there be other Contractor defaults.

IBEW member Employees who receive remuneration for wages and vacation pay from the Wage Security Fund shall assign the equivalent amount, or any portion of it that they receive, back to N.P.E.C.A. Inc.

Clause 1004

CONTRACTORS FUND

Employers shall contribute \$0.32 (May 1, 2015 \$ 0.37) per Employee paid hour to the Niagara Peninsula Electrical Contractors Association, Inc. (\$0.18 Association Fund, \$0.23 May 1, 2015, \$0.03 Bill 162, \$0.01 OCS, \$0.10 Education Fund). All Business Owners working and carrying a Union Card are deemed to be working with the tools and must pay Contractors Fund for a minimum of one hundred and forty four (144) hours per month.

The monies thus paid shall be known as the Contractors Fund and shall be used by the above Association for the advancement and promotion of the Electrical Industry as may be decided by the Directors of the Niagara Peninsula Electrical Contractors Association, Inc.

The contributions for the Contractors Fund shall be paid to the Administrator of the Health and Welfare Plan and shall be calculated on the total man hours as shown on the Employer's Contribution Report, and remitted at the same time as the Welfare and Vacation Contributions. The Administrator shall keep Contractors Fund payments entirely separate from contributions to the Health & Welfare Fund and Vacation Pay Fund, and remit the funds monthly to the Niagara Peninsula Electrical Contractors Association, Inc.

The Contractors Association shall reimburse the Administrator for costs involved in the monthly receipts and disbursements of the Contractors Fund.

Arrangements for the procedures and fees shall be made directly between the Contractors Association and the Administrator.

Clause 1005

BILL 162 FUND

The Administrator shall keep contributions to the Injured Workers Fund, Bill 162 Fund, separate from other funds and forward the contributions to Local 303's Health and Welfare Benefit Plan monthly.

Clause 1006

PAYMENTS

All required payments are to be made monthly by the fifteenth day of the following month, subject to damages calculated in the following manner:

Five percent (5%) for the first seven (7) days of delinquency, plus an additional

Four percent (4%) for next seven (7) days of delinquency, plus an additional

Three percent (3%) for the next seven (7) days of delinquency, plus an additional

Two percent (2%) for every month or part of month until all payments have been received.

All penalties to be compounded. Compounded penalty rate approximately 39.8% annually.

Local Union 303 will notify the N.P.E.C.A. of any delinquencies no later than the last day of the month in which the funds become due.

Clause 1007

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991, and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency

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 1008

EDUCATION FUND

Each Employer bound by this Agreement shall contribute \$0.10 per paid hour to an Education Fund and shall remit such contributions to an Administrator designated by a Joint Board of Trustees. The Board of Trustees will consist of any equal number of representatives from Local 303 IBEW and N.P.E.C.A. members. The contributions will be used to support trade specific Educational Programs for Local 303 IBEW Journeymen and Apprentices.

Expenditures from the Education Fund on behalf of a Journeyman or Apprentice will require an equal contribution from the Journeyman or Apprentice unless otherwise determined by the Joint Conference Board.

It is agreed that the following courses will be mandatory for IBEW Local 303 members: WHMIS, Fall Arrest, First Aid/CPR, Tag & Lock Out and ESA Code plus other trade related courses approved by the Joint Conference Board which will be funded one hundred percent (100%) by the Education Fund. It is also agreed that time spent taking the courses will not be compensated.

Clause 1100

JOB EXPENSES

A free travel zone within the following boundaries shall be established:

The westerly boundary of the free zone will be a straight line running generally north and south just west of Beamsville (about eight (8) kilometres west of Regional Road 24 - Old Townline) See: Map Appendix

This extends northerly to Lake Ontario at Grimsby Beach, and southerly to Lake Erie near Mohawk Point.

Clause 1101

- (a) The zone allowances shall be:

	May 1, 2013	May 1, 2014	May 1, 2015
0 - 8 km. beyond westerly boundary	\$ 24.09	\$ 24.64	\$ 25.24
8 - 16 km. beyond westerly boundary	\$ 25.25	\$ 25.80	\$ 26.40
16 - 24 km. beyond westerly boundary	\$ 26.40	\$ 26.95	\$ 27.55
- (b) All Contractors will have the same free travel zone and the same travel zones as shown above.
- (c) In any dispute regarding zone boundaries, the attached map shall rule (see: Map Appendix).

Clause 1102

- (a) Where Employees by arrangement are working on jobs out of the local area requiring being away from home overnight, reasonable living expenses as determined by the Employer shall be paid.
The minimum allowance per day shall be \$59.28 (\$60.63, May 1, 2014, \$62.03 May 1, 2015).

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- (b) No more than eight (8) hours pay at straight time shall be paid in any twenty four (24) hour period, for travelling to a job by public transportation means. Travelling time by car in excess of eight (8) hours per day shall be paid at double the regular rate of pay.

Clause 1103

- (a) Where Employees by arrangement are requested to use their vehicles for transportation, they shall receive an allowance per kilometre from shop to job, job to job and job to shop, with a minimum allowance of sixteen (16) kilometres. The allowance per kilometre shall be \$0.50 (\$0.51 as of May 1, 2014; \$0.52 as of May 1, 2015). Payment for a minimum of sixteen (16) kilometres shall be paid for any one trouble call when this occurs after normal working hours.
- (b) When Employees are required to report to a different job on the following day, they shall be notified before quitting time. Otherwise the Employer will arrange to obtain the Employee's tools and provide transportation to the new job site.

Clause 1104

PARKING

For members working in the downtown cores of the cities of Niagara Falls, Welland and St. Catharines, on projects employing eleven (11) or more workers, the Employer will provide vehicle parking. If the Employer cannot provide vehicle parking, a maximum of \$6.00 per day will be paid upon presentation of a validated parking receipt (metered parking is not an option in this Clause). (See: Map Appendix)

BOUNDARIES		
St. Catharines	Niagara Falls	Welland
Welland Avenue	Bridge Street	Old Welland Canal
Ontario Street	River Road	Lincoln Street East
Westchester Avenue	Stanley Avenue	Wellington Street
Niagara Street	Roberts St.	Major Street

Clause 1105

When a Contractor specifies that a worker is required the same day, the worker will receive an extra one hour's pay for the same day call if he/she arrives within two (2) hours of the call.

Clause 1204

TOOL PROTECTION

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

Should an Employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools, providing the Employee's tools were stored in a Company trailer, vehicle or job box as designated by the Company.

Clause 1500

RESIDENTIAL WORK

For information on the Residential Agreement, contact the offices of the N.P.E.C.A. or Local 303, IBEW.

Clause 1600

MAINTENANCE WORK - DESCRIPTION OF WORK

- (a) Maintenance work shall cover all work necessary to repair, refurbish, restore and relocate equipment, and to maintain existing facilities in a safe and efficient working condition, where such electrical work would be within the normal scope of work performed by the plant maintenance personnel.
- (b) The scope of this Maintenance Clause does not cover electrical work as follows:
 - (1) New plant building expansion.
 - (2) Installation of machinery within a new building where such installation is concurrent with the construction of the building.

MAINTENANCE WORK – WAGES

Wage rates for maintenance work shall be:

- Days:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., 40 hours.
- Afternoons:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., +5% shift premium, 40 hours.
- Nights:** 90% of I.C.I. base rate as set out in the Clause 900 D.1., +10% shift premium, 40 hours.

HOLIDAYS

All time worked on the following holidays shall be paid at the rate of double (2) time: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day.

It is understood and agreed that any of the above holidays may be observed on the same day as such holidays are observed by the owner/client forces.

WORK HOURS PER DAY AND OVERTIME

- (a) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work.
- (b) When shift work is required to provide twenty four (24) hour coverage the following would apply:
 - Day shift will start at 8:00 a.m. and quit at 4:00 p.m.
 - Afternoon shift will start at 4:00 p.m. and quit at 12:00 midnight. A shift premium of 5% (5 percent) per hour shall apply to this shift.
 - Night shift will start at 12:00 midnight and quit at 8:00 a.m. A shift premium of 10% (10 percent) per hour shall apply to this shift.
 - Each shift will be paid the eight (8) hours.
 - The starting and quitting times of any shift, including day work may be changed by mutual consent of the job superintendent and the Union Representative or at a pre job conference.

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- (c) All time worked before and after the established work day of eight (8) hours Monday through Friday shall be paid at the rate of time and one half for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time.

All time worked on Saturdays up to a maximum of twelve (12) hours will be paid for at the rate of time and one half. Any additional hours worked beyond twelve (12) hours shall be paid at the rate of double time.

All time worked on Sundays and holidays shall be paid for at the rate of double time.

- (d) Any provisions regarding minimum number of days to establish shifts are not applicable under this Agreement. No Employee shall be permitted to work on more than one (1) shift in twenty four (24) hours.

Clause 1601

COMMERCIAL AND INSTITUTIONAL WORK

- (a) Commercial and Institutional work is defined as electrical work in a commercial or institutional building where the value of such work does not exceed \$125,000 in total.
- (b) Work covered under item (a) above shall be performed under the same rates and conditions as for Clause 1600 – Maintenance Work.
- (c) When an individual electrical contract on a commercial or institutional project exceeds \$125,000, all work will be done at the construction rate.
- (d) Contractors working under this Clause of the Agreement must, in all cases, notify the Local ECA office prior to beginning the work. Failure to do so will lead to a Grievance Procedure.

Clause 1907

WELDERS

The Contractor shall supply for welders and their helpers, approved leathers, masks or respirators, coveralls or special protective clothing, and cheater glasses as may be required.

LETTER OF UNDERSTANDING

RE: SAFETY GLASSES

Each Employee will supply himself with the first pair of CSAO approved prescription safety glasses similar to or equal to Guardian IV #1500 safety glasses with side shields, non-metallic frames and safety stamped lenses. Any requirements by an Owner/Client other than the above will be provided by the Contractor through the Niagara Peninsula Electrical Contractors Association Inc. (N.P.E.C.A.), telephone 905-688-0376.

Subject to sub-paragraph (3) the cost of replacing safety glasses due to optical changes will be paid by N.P.E.C.A., to a maximum of \$175 per replacement, provided the optician, prior to supplying the glasses has contacted N.P.E.C.A. by telephone or otherwise and received verbal approval. The maximum for reimbursement will be \$185.00 per placement effective May 1, 2014 and \$195.00 effective May 1, 2015.

Frequency of replacement due to optical changes shall not be more often than once (1) every two (2) years.

Glasses damaged or broken during the course of normal work procedures are to be replaced by the Contractor or through the Contractor by the Workplace Safety & Insurance Board (WSIB).

LETTER OF UNDERSTANDING

RE: PAYROLL

Prior to April 30, 2000, the Contractors will revise their payroll system so that cumulative totals of all deductions made on behalf of each Employee, while in their employ, are shown on the weekly pay stubs.