

SECTION 1 - PREAMBLE

100

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

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

SECTION 2 - SCOPE OF THE AGREEMENT

200 UNION JURISDICTION

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

Inside Work

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

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

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

Outside Work

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts and raceways when part of distributing systems outside of buildings, railroads and outside

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

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

201 CONTRACTOR QUALIFICATIONS

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

202 GEOGRAPHIC JURISDICTION

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

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

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

land, the District of Parry Sound, and the Sudbury Region save and except the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman; that portion of the District of Kenora bounded on the west by the 87° Meridian and on the East by the Quebec border in the Province of Ontario.

SECTION 3 - DURATION OF THE AGREEMENT

300 DURATION

This Agreement shall become effective on May 1, 2013 and will expire on April 30, 2016.

301 NOTICE

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

302 AMENDMENTS

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

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

SECTION 4 - MANAGEMENT RIGHTS

400 RIGHT TO MANAGE

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

401 REGULATIONS

To maintain order and to make, from time to time, reasonable rules and regulations to be observed, which will not be inconsistent with the provisions of this Agreement. All such rules must be posted in an

accessible location and/or made available to all Employees.

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

402 WORK ETHICS

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

403 SUBCONTRACT

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

SECTION 5 - UNION RIGHTS AND REPRESENTATIVES

500 UNION RECOGNITION

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

501 UNION ACCESS

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

502 STEWARDS

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

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

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

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

503 STEWARDS

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

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

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

504 STEWARDS

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

505 SUBCONTRACTING

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

506 UNION LABEL

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

507 PREFABING

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

508 OTHER SIGNATORIES

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

509 JURISDICTIONAL DISPUTES (STIPULATED)

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

In the meantime, work will continue as assigned by the Employer until otherwise changed by decision of

the Joint Board or the Ontario Labour Relations Board.

510 LOCAL UNION PART OF IBEW

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

SECTION 6 - EMPLOYEE DESIGNATION

600 JOURNEYMEN

- A. Journeymen must be capable of performing in an efficient manner the functions of an Electrician as defined under the Trades Qualification and Apprenticeship Act and Regulations or any successor legislation.
- B. Workmen shall install all electrical work in a safe and workmanship-like manner, and in accordance with applicable code and contract specifications.
- C. An Instrumentation Electrician must be a Journeyman Electrician who is also qualified to perform instrumentation work.
- D. A Communication Electrician must be a Journeyman Electrician who is also qualified to perform communication work.
- E. Journeymen Network Cabling Specialists must be capable of performing in an efficient manner the functions of a Communication Technician as defined under *Apprenticeship & Certification Act, 1998 or any successor legislation*.

601 APPRENTICES (See also Clause 1801)

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

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

- C. Apprentice Network Cabling Specialists must be capable of performing in an efficient manner the functions of a Communication Apprentice as defined under *Apprenticeship & Certification Act, 1998*

- D. All Apprentices must work under the direction of a Journeyman.

602 FOREMEN

Refer to the Local Appendix for the jurisdictional area concerned.

SECTION 7 - HIRING PROCEDURE

700 HIRING

In accordance with Section 163.5(7) of Bill 69 or other similar legislation which may be enacted, the IBEW IBEW-CCO and the ETBA agree that an Employer may not make the election under Section 163.5(1) but instead agrees to the following provisions of Sections 700, 702, 703, 704 and 705 of the Provincial Section of the Principal Agreement.

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

**SECTION 700 - RESIDENT CONTRACTOR
NAME HIRE**

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

701 WORKING CARDS

If the Local Union is unable to furnish certified Local Union 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. These workmen shall make application to join the Local Union. The Local Union will issue working cards to workmen hired in these circumstances who may be replaced by certified Local Union workmen after three (3) working days' notice to the Contractor, but in no case until a workman has worked a minimum of one (1) week.

702 NON-RESIDENT CONTRACTORS

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

be allowed to name hire so long as the combination of name hires and mobility hires shall not exceed fifty (50) percent of its workforce, including name hired Foremen. All name hiring will be done through the Local Union office and no one will be employed unless they are in possession of a clearance card from the Local Union office. Any non-resident Contractor not utilizing its full mobility allowance shall be permitted to include the unused portion of his mobility allowance as local area name hires. The Business Manager of the Local Union has the discretion to permit higher percentages for name hires and/or mobility.

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

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

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

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

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

703

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

704 EMPLOYMENT PRIORITY

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

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

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

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

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

3. Mileage: For mobility workers who use their own vehicles for travelling to and from such jobs, they shall be paid a mileage allowance at the rate of \$0.50, (\$0.51 May 1, 2014, \$0.52 May 1, 2015) per road kilometre. For mobility workers who use the Contractor's vehicle there will be no mileage allowance.
 4. Room and Board: Where a mobility worker is required to incur room and board expenses on behalf of the Contractors, the mobility worker shall be reimbursed for all vouchered expenses for travelling to and from such jobs.
- B. The terms and conditions of the host Local Union's Appendix shall apply to mobility workers when working in the jurisdiction of the host Local Union provided that:
1. On a job where the host Local Union's Appendix contains provisions for room and board allowance those provisions shall apply and on a job, where the host Local Union's Appendix contains no provisions for room and board allowance then the mobility worker shall be reimbursed for all vouchered expenses; and
 2. No mobility worker shall suffer a reduction in his/her "Total Package" hourly rate of pay set out in his/her home Local Union's Appendix.
- C. The provisions of this Section 705 do not apply to work performed under Section 17 of the provincial section of the Principal Agreement or to work performed under the Provincial Linework Agreement or the Communications Agreement.

706 OLDER EMPLOYEES

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

707 LAYOFF NOTIFICATION

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

708 LOANING

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

SECTION 8 - HOURS OF WORK, HOLIDAYS AND VACATION

800 REGULAR HOURS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

801

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

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

802

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

803 WORK BREAKS

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

804 REPORTING TIME

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

805 STATUTORY HOLIDAYS

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

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

| Holiday | 2013 | 2014 | 2015 | 2016 |
|------------------|-----------------|-----------------|----------------|---------------|
| New Year's Day | Tues., Jan. 1 | Wed., Jan 1 | Thurs., Jan. 1 | Fri., Jan. 1 |
| Family Day | Mon., Feb. 18 | Mon., Feb. 17 | Mon., Feb. 16 | Mon., Feb. 15 |
| Good Friday | Fri., Mar. 29 | Fri., Apr. 18 | Fri., Apr. 3 | Fri., Mar. 25 |
| Victoria Day | Mon., May 20 | Mon., May 19 | Mon., May 18 | Mon., May 23 |
| Canada Day | Mon., July 1 | Tues., July 1 | Wed., July 1 | Fri., July 1 |
| Civic Holiday | Mon., Aug. 5 | Mon., Aug. 4 | Mon., Aug. 3 | Mon., Aug. 1 |
| Labour Day | Mon., Sept. 2 | Mon., Sept. 1 | Mon., Sept. 7 | Mon., Sept. 5 |
| Thanksgiving Day | Mon., Oct. 14 | Mon., Oct. 13 | Mon., Oct. 12 | Mon., Oct. 10 |
| Christmas Day | Wed., Dec. 25 | Thurs., Dec. 25 | Fri., Dec. 25 | Sun., Dec. 25 |
| Boxing Day | Thurs., Dec. 26 | Fri., Dec. 26 | Sat., Dec. 26 | Mon., Dec. 26 |

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

806 OVERTIME

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

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

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

807 CALLOUT

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

808 SHIFTS

- A. **Central Ontario - Local Union 804**
 1. Any Employee required to work shift hours other than regular working hours defined in Article 800A, between 12:01 a.m. Monday and midnight Friday, shall receive an additional fifteen percent (15%) in addition to the regular rate. In calculating overtime pay on shift work for each overtime hour worked, there will be no pyramid of shift premium as per Clause 915.
 2. It is understood that the Local Union Business Manager must be notified three (3) working days prior to any shift work commencing.
 3. No Employee shall work more than one (1) shift in twenty-four (24) hours between 8:00 a.m. and 8:00 a.m. of the next day. It is understood that no Employees shall lose time because of a shift change. Multiple shifts can only be worked if shifts are to continue for five (5) or more consecutive work days. If a shift does not run for five (5) consecutive work days, double (2) time will be paid for each shift day worked.

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

B. Hamilton - Local Union 105

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

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

C. London - Local Union 120

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

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

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

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

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

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

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

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

Shift Bonuses

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

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

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

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

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

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

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

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

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

2. Shifts to work for at least four (4) consecutive working days in order to qualify as shift work. This shall not apply to relamping of commercial establishments.

3. **Day Shift** - A shift commencing at 8:00 a.m. shall have the same hours of work as those known as the regular hours of work in Clause 800 of this Agreement.

4. **Afternoon Shift** - A shift commencing any time between 4:00 p.m. and 7:00 p.m. shall work eight (8) hours at the rate of one and one-quarter (1 1/4) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and one-half (2 1/2) of the regular rate of pay.

5. **Night Shift** - A shift commencing any time between 11:00 p.m. and 1:00 a.m. shall work eight (8) hours at the rate of one and three-eighths (1 3/8) of the regular rate of pay. Overtime shall be paid after eight (8) hours Monday to Thursday and four (4) hours Friday at the rate of two and three quarters (2 3/4) of the regular rate of pay.

6. No shifts to start at any other time without the mutual consent of the signing parties to this Agreement.

Lunch on afternoon or night shift to be on the Contractors time and shall not exceed one-half (1/2) hour.

7. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours, unless overtime is paid. This is to mean from 8:00 a.m. to 8:00 a.m. All shifts to be arranged so that workmen shall not lose time because of shift changes.

8. Under normal conditions, no Employee shall be required or allowed to work longer than sixteen (16) hours and must be relieved for a rest period of at least eight (8) hours.

F. **Ottawa - Local Union 586**

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

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

The above shift may be compressed from five (5) days to four (4) days from 12:01 a.m. Monday to 8:00 a.m. Friday if mutually acceptable

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

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

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

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

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

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

H. Sarnia - Local Union 530

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

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

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

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

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

paid double (2 times) time continuously until job completion.

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

I. Thunder Bay - Local Union 402

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

2. Shifts to work at any time of the day or night between 12:01 a.m. Monday and 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.

J. Toronto - Local Union 353

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

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

4. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean twenty-four (24) hours from the commencement of the day shift for the job. All shifts to be arranged so that workmen shall not lose time because of shift changes. When overtime is re-

quired it shall be distributed as equitably as possible among the Employees on the job where practical to do so.

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

K. Windsor - Local Union 773

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

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

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

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

SECTION 9 - WAGES AND PAYMENT METHOD

900 REGULAR PAY

Journeyman

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

Apprentices

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

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

901 SHIFT PAY

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

902 PAY WEEK

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

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

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

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

903 LAYOFF

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

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

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

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

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

904 DISCHARGE/QUITTING

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

905 PENALTIES

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

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

906 VACATION & STATUTORY HOLIDAY PAY

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

B. Vacation and statutory holiday pay contributions shall be paid as directed in the Appendix covering the jurisdictional area concerned.

907 UNION FUNDS

Payment of all union funds and benefit funds shall be made on the proper remittance form and in a manner described in the Appendix for the jurisdictional area concerned. Payment of the above funds shall be based upon each hour earned.

908 TRAVEL EXPENSES

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

909 ACCIDENT PAY

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

910 WORK BREAKS

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

911 REPORTING/CALLOUT

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

912 ADJUSTMENTS

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

913 HEIGHT PAY

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

914 UNDERGROUND PAY

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

915 PYRAMIDING OF RATES

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

SECTION 10 - BENEFIT PLANS

1000 UNION FUNDS

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

1001 ECA FUNDS

The Employers shall contribute association funds in the amount and in the manner described in the Appendix for the jurisdictional area concerned. Each area ECA fund includes \$0.08 per hour ECAO dues

which shall be remitted in the manner described in the Local Area Appendices.

1002 BILL 158

ONTARIO CONSTRUCTION SECRETARIAT

In compliance with regulations under the Ontario Labour Relations Act pursuant to Bill 158, the Electrical Trade Bargaining Agency and the IBEW-CCO shall make payments required to fund the Ontario Construction Secretariat. The Employer and Employee contributions shall be collected as follows:

Employer

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

Electrical Trade Bargaining Agency
170 Attwell Drive, Suite 460,
Toronto, Ontario
M9W 5Z5

Employee

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

IBEW-CCO
61 International Blvd.,
Suite 209
Etobicoke, Ontario
M9W 6K4

SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES

1100 MILEAGE

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

SECTION 12 - TOOLS

1200 TOOL LIST (Commercial)

All Journeyman Electricians are required to have the following tools:

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

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

1201 TOOL LIST (Residential)

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

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

1202 TOOL LIST (Apprentices)

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

1st Period

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

2nd Period

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

3rd Period

- 1 Medium size Level
- 1 ½" Cold Chisel

4th Period

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

5th Period

- 1 Pr. of Channellock

1203 CONTRACTOR SUPPLIES

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

1204 TOOL PROTECTION

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

ny, the Company shall replace the Employee's tools with tools of similar quality.

SECTION 13 - GRIEVANCE PROCEDURE AND ARBITRATION

1300 GRIEVANCE PROCEDURE

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

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

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

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

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

1301 POLICY MATTERS

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

1302 EITHER PARTY

If either Party to this Agreement alleges there has been a misinterpretation, violation or non-application of this Agreement such Party may within five (5) working days of the time they became

aware, or reasonably should have been aware of the incident giving rise to the grievance, submit such grievance in writing to the designated Representative of the other Party. If the grievance is not settled within two (2) working days at this stage, it may be submitted to the Local Joint Conference Board. Failing settlement at this stage, either Party may refer the grievance to the Electrical Trade Joint Board as in Clause 1300, Step 4.

1303 THE ELECTRICAL TRADE JOINT BOARD

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

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

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

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

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

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

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

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

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

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

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

1304 NOTICE

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

1305 STRIKE/LOCKOUT

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

1306 NO LEGAL COUNSEL

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

1307 ARBITRATION

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

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

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

1308 SAVING CLAUSE

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

1309 TIME LIMITS

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

SECTION 14 - SAFETY

1400 GENERAL

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

1401 SAFETY

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

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

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

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

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

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

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

1402 ACCIDENTS

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

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

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

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

SECTION 15 - RESIDENTIAL

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

These areas are:

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

SECTION 16 - MAINTENANCE

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

These areas are:

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

SECTION 17 - LINEWORK

1700 INCLUSIONS

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

1701 OPERATIONS (Complements 400)

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

1702 EMPLOYEE CLASSIFICATIONS

(Supersedes Section 6)

A. Employees

Employees shall be divided into the following classes:

Foreman Journeyman Lineman
(Powerline Technician)
Sub-Foreman Journeyman Lineman
(Powerline Technician)
Journeyman Lineman
(Powerline Technician) – Splicer

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

Groundman/Driver – 1st, 2nd, 3rd year

Groundman – 1st, 2nd year

Utilityman

Forester Foreman

Forester – 1st, 2nd, 3rd year

Journeyman Electrician

Electrician Apprentice

Powerline Technician Apprentices - 1st to 4th periods

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

B. Journeyman Lineman (Powerline Technician) - Splicer

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

Apprentice Powerline Technician

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

Power Station Technician

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

Splicer

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

Groundman/Equipment Operator

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

Groundman/Driver

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

Groundman

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

Utilityman

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

Forester

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

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

Journeyman Electrician

Journeymen must be capable of performing in an efficient manner the functions of an Electrician as defined under the Trades Qualification and Apprenticeship Act and Regulations or any successor legislation.

Electrician Apprentice

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

C. Powerline Technician Apprentices

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

The Employer shall send the contracted Line Apprentice to a MTCU approved Line Apprentice Training School within six (6) months after successful completion of each two thousand (2000) hour period verified by a properly completed apprenticeship log book. The Line Contractors

will establish a fund through ECAO that ensures that monies are available to pay the cost of Line Apprentice training at an a MTCU approved training delivery agent. IBEW Business Managers can recommend or refer unemployed Apprentices to the school.

Apprentices shall be employed and governed in accordance with the Ontario Apprenticeship Act.

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

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

2. The duties of an Apprentice shall be as defined in the E&USA Handbook and as outline in the Schedule of Training of the Ministry of Colleges and Universities.
3. The ratio of one (1) Apprentice and one (1) Groundman to each Lineman shall not be exceeded in the shop. Apprentices and Groundmen shall work only under the direction of a Lineman.
4. New Apprentices will not be indentured by a Contractor if qualified indentured Apprentices are on the out of work list.

D. Owner-Operators

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

E. General

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

tions and underground municipal distribution work.

1703 EMPLOYEE QUALIFICATIONS

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

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

1704 HIRING AND LAYOFF PROCEDURE (Supersedes Section 7)

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

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

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

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

1705 HOURS OF WORK

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

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

1706 OVERTIME (Supersedes 806)

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

1707 CREW TRANSPORTATION

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

1708 WAGES (Supersedes Section 9)

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

| Classification | Base Rate | VP & SHP | Union Funds | Wage Pack. | ECA Funds |
|----------------|-----------|----------|-------------|------------|-----------|
|----------------|-----------|----------|-------------|------------|-----------|

Foreman Journeyman Lineman (Powerline Technician)

115% of the applicable Journeyman rate

Sub-Foreman Journeyman Lineman (Powerline Technician)

107.5% of the applicable Journeyman rate

Journeyman Lineman – Splicer (Powerline Technician)

Journeyman Electrician

Electrician Apprentice

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

Apprentice Lineman (Powerline Technician)

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

Groundman/Equipment Operator

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

Groundman/Driver

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

Groundman

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

Utilityman

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

Forester

- 1st Year: 60% of the applicable Journeyman rate
- 2nd Year: 70% of the applicable Journeyman rate

3rd Year: 80% of the applicable Journeyman rate

Forester Foreman

90% of the applicable Journeyman rate

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

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

ECAO Power Line Technician
Apprentice Training Trust Fund
460 – 170 Attwell Drive
Toronto, ON, M9W 5Z5

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

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

ECAO Power Line FR Clothing Fund
460 – 170 Attwell Drive
Toronto, ON, M9W 5Z5

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

- B. Groundmen, Utilitymen & Foresters who are presently being paid in excess of the above rates shall have their rates red circled.
- C. Overtime shall be paid at the rates shown in Clause 1706.
- D. Shift work premiums shall be paid as follows:
 - 1. Work at any time of the day or night between 12:01 a.m. Monday and midnight Friday of the same week where two (2) or three (3) shifts are employed shall be considered shift work. Those other than on day shift shall receive eight (8) hours pay for seven (7) hours work. A minimum of six (6) hours work with eight (8) hours pay shall be considered a shift.
 - 2. When work cannot be done during the day, such work may be done as a straight night shift of not more than seven (7) hours with pay for eight (8) at straight time. This shift shall work only between the hours of 4:00 p.m. and 8:00 a.m. Monday, Tuesday, Wednesday, Thursday,

and Friday only until midnight. A minimum of six (6) hours work with eight (8) hours pay shall be considered a shift.

- 3. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This to mean from 8:00 a.m. to 8:00 a.m. All shifts to be arranged so that 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.
- 4. Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.

**1709 TRAVEL AND SUBSISTENCE ALLOWANCES
(Supersedes Section 11)**

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

Employees hired locally as Lineworkers will not be paid travel and subsistence allowances, other than mileage from the free zone area limit, where applicable.
- B. The Company shall set up crew headquarters in the town or towns nearest to the work wherein suitable living quarters can be obtained by the workmen.

There shall be a free travel zone of twenty five (25) kilometre radius or forty (40) road kilometres from the designated crew headquarters where no travel time or mileage shall be paid. Where existing free travel zones exceed the twenty five (25) kilometre radius or forty (40) road kilometres, they shall continue to apply.
- C. Travelling time at straight time rates plus cost of transportation shall be paid by the Company on all work performed outside the free travel zone. The transportation cost allowance shall be \$0.50 (\$0.51 effective May 1, 2014) (\$0.52 effective May 1, 2015) per kilometre.

If the Company wishes, it may supply the transportation in lieu of the cost of same. (See also Clause 1707).
- D. Wages at the regular straight time rate and Room and Board shall be paid by the Company to workmen, for travelling time when ordered by the Employer to leave one (1) crew headquarters or town and report for work to another crew headquarters or town. When transportation is made available by the Company, no additional expense other than travelling time and room and board will be allowed. If transportation is not made available by the Company, reimbursement will be made on the basis \$0.50 (\$0.51 effective May 1, 2014) (\$0.52 effective May 1, 2015) per road map kilometre.

- E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$116.00 (\$121.00 effective May 1, 2014, \$126.00 effective May 1, 2015) per day worked for room and board including working days lost due to inclement weather.

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

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

1710 TOOLS (Supersedes Section 12)

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

These additional tools will be supplied by Splicers:

- 6 Screwdrivers, Robertson and Standard Types
- 1 Pair 8" Diagonal Pliers
- 1 Pair 8" Long Nose Pliers
- 1 Tool Box
- 1 Adjustable Hacksaw Frame

- * 1 Set of Cable preparation knives

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

- B. The Company shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Company furnishes the necessary lockers, job boxes, or other safe places for storage.
- C. The Company shall provide a safe and dry place for Employees' tools. Should an Employee's tools, as listed herein, be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools or replace them with tools of equivalent value.
- D. The Foreman and the Job Steward shall jointly ensure that the Employee's tool list is complete when the Employee reports to the job and periodically as required. When it is determined that a Lineman, Splicer or an Apprentice does not possess his complete tool list, five (5) days' notice shall be given to correct same.

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

- 1 Centre punch
- 1 ½" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Pairs of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination Square
- 1 Steel Tape, 10 or 12-foot
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and belt for hand tools
- 1 600-Volt Tester (CSA approved)

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

1st Period

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

2nd Period

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

3rd Period

1 Medium size Level

1 ½" Cold Chisel

4th Period

1 voltage tester

1 Combination Square or 6" Square

1 Centre Punch

1 File - Half-round

5th Period

1 Pr. of Channellock

1711 SAFETY (Supersedes Section 14)

- A. The Company, their Representatives and every Employee shall comply with the Electrical Utility Safety Association Regulations, as amended from time to time, and all other safety regulations as specified in the contract documents.
- B. The Company shall exercise the same responsibility for safety as they do for all other parts of the operations; they shall maintain the necessary safety equipment and insure that the Foremen enforce safety rules and safe working practices.
- C. When an Employee is injured and leaves the job for medical attention and when decided by the doctor he is unable to return to the job because of the injury, he shall be paid for the full day. Transportation shall be supplied by the Company when requested to a doctor's office or a hospital.
- D. All accidents, regardless of severity, shall be reported to the Contractor's office. Copies of all WSIB Form 7 "Employers Report of Injury/Disease" shall be mailed to the Local Union and to the Worker upon his/her request.
- E. Workmen shall observe all safety rules and shall use the safety devices and equipment provided for their protection.
- F. Workmen shall supply themselves with approved safety helmet, safety shoes and belt and spurs (Clause 1711). The safety helmet shall bear the Canadian Standards Association Approval - Class B-CAS-Z-94-1. All other safety devices and safety equipment shall be supplied by the Company, as outlined above.
Additional personal safety equipment, that the Employee under normal circumstances would not be expected to supply and as may be required by the Contractor's client or customer, will be supplied by the Contractor to the Employee on loan.
- G. Crew safety meetings shall be held weekly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted, if possible.

1712 GRIEVANCE PROCEDURE AND ARBITRATIONS

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

SECTION 18 - COMMITTEES

1800 LOCAL JOINT CONFERENCE BOARDS

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

1801 LOCAL JOINT APPRENTICESHIP COUNCILS

- A. An Apprenticeship Council shall be established within each Local Union's jurisdictional area and shall meet on a regular basis. This council shall consist of an equal number of members of the Local Union and Representatives of the Contractors from the area covered by the Local Union. Where applicable, a Representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The Joint Apprenticeship Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the *Trades Qualification and Apprenticeship Act as amended or any successor legislation*.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the Local Apprenticeship Councils shall be registered with the Electrical Trade Joint Board.
- D. Apprentices shall be hired by the Employers, as and when required, from a pool of qualified Apprentices established by the Local JAC (or LAC) in accordance with the procedures established under the Local JAC (LAC) Terms of Reference.
- E. All Apprentices shall be governed by the *Trades Qualification and Apprenticeship Act and Regulations or any successor legislation* but the ratio of Apprentices to Journeymen may be set from time to time by the Local Joint Conference Board.

- F. In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:
1. The Apprentice must apply to the Apprenticeship Branch to write his examination as soon as possible after he has reached his total hours, less three hundred (300).
 2. The Apprentice will give the LAC/JAC two (2) weeks' notice that he is going to write his examination.
 3. After writing the examination, the Apprentice will check his hours in his Progress Record Book, with the LAC/JAC.
 4. The Employer will commence paying the Journeyman's rate of pay the day after he completes his hours and providing the following conditions have been met:
 - a) He is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the LAC/JAC and/or the Union, and;
 - b) He is shown written proof of certification from the Apprenticeship Branch, or has verbal confirmation from the LAC/JAC and/or the Union and;
 - c) The Apprentice has passed his examination for his C of Q.
- G. In the event that an Apprentice fails his examination for his C of Q, he will be paid the Journeyman rate of pay from the day he passes any future examination.
- H. Where the Apprenticeship Council is unable to reach an agreement on any matter concerning Apprenticeship, the issue shall be referred to the Local Joint Conference Board for their decision.
- I. Each new and existing apprentice will be provided with a proximity tester as part of the orientation process and it will be paid for by the Joint Electrical Promotion Plan.

SECTION 19 - WORKING CONDITIONS

1900 LUNCH ROOM

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

1901 SANITARY PROVISIONS

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

1902 DRINKING WATER

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

1903 DIRTY JOBS

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

1904 RAINWEAR

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

1905 CLEANUP

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

1906 STOREKEEPER

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

1907 WELDER

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

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

SECTION 20 - LOCAL MODIFICATIONS TO THE PRINCIPAL AGREEMENT

- A. The ETBA on its own behalf or on behalf of an area ECA may apply to a Local Union affiliated with the IBEW/IBEW-CCO to agree to amend the Principal Agreement which amendments will apply to any of the following:
 - 1. The kind of work performed, which could be all of the work performed under the jurisdiction of the Principal Agreement or a specified kind of that work.
 - 2. The market in which it is performed which will be a specific segment of a sector of the construction industry.
 - 3. The location of the work, which could be work performed in all of the affiliated Local Union's geographic jurisdiction or a specified portion of it.
- B. The application may seek only amendments that concern the following matters:
 - 1. Wages, including overtime pay and shift differentials.
 - 2. Accommodation and travel allowance.
 - 3. Requirements respecting the ratio of Apprentices to Journeymen employed by an employer, subject to the *Trades Qualification and Apprenticeship Act and Regulations or any successor legislation* thereto.
 - 4. Hours of work and work schedules.
- C. The application shall be in writing and shall include the following:
 - 1. Scope of the application identifying relevant kind, market and location of work as outlined in para. A 1-3.
 - 2. Submissions the applicant believes to be relevant in determining the question of whether the provisions of the Principal Agreement render employers bound by the Principal Agreement at a significant competitive disadvantage with respect to any of the matters referred to in the application.
 - 3. Text of amendments applied for under para. B 1-4.
- D.
 - 1. The affiliated Local Union affected by the application and the IBEW/IBEW-CCO shall be served with the application.
 - 2. The ETBA and the IBEW/IBEW CCO shall provide notice of the application to all other area ECAs and IBEW Local Unions respectively, for information purposes only.

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

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

F. Step 2: NEGOTIATIONS FOR LOCAL MODIFICATIONS

- 1. In the event of an arbitrator's decision that there is a significant competitive disadvantage in light of current market conditions, the parties will have seven (7) days to negotiate local modifications to the Principal Agreement. Local amendments to the Principal Agreement agreed upon by the parties will be for a specific period of time not to exceed three (3) years after the effective date of the amendments following which the applicable provisions of the Principal Agreement then in effect shall apply. A local modifications agreement or a Final Offer Selection (FOS) arbitration award shall be reviewed annually by the applicant and the affected Local Union and such agreement or award, as the case may be, shall cease to operate for all purposes in the event that the Local Union can establish that the significant competitive disadvantage no longer exists in light of subsequent market conditions.
- 2. If the applicant and the affiliated Local Union agree to amend the Principal Agreement and the IBEW/IBEW-CCO and the ETBA agree to such amendments, the Principal Agreement is amended accord-

ingly but only with respect to the scope of work defined in para. A 1-3. The agreement is not effective unless and until it is in writing and sets out the text of the amendments.

3. There shall be a bar of one (1) year from the date the original application was served on the affiliated Local Union on re-applying for local modifications to the Principal Agreement, if an application for such modifications was previously made to an affiliated Local Union. The bar shall apply to re-applications that either include or are substantially the same as the previous application. A local modifications agreement or a FOS arbitration award may be reviewed annually by the applicant and the affected Local Union and where the applicant can establish that the significant competitive disadvantage continues to exist the applicant may reapply for additional modifications.

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

1. In the event that the parties are unable to agree on local modifications to the Principal Agreement within the said seven (7) day period, the applicant shall be entitled to give notice to the affiliated Local Union and the IBEW/IBEW-CCO of the referral of the application to FOS arbitration within two (2) days thereafter which shall be in writing and contain the following information:
 - a) Scope of the work for which the amendments are sought under para. A. 1-3;
 - b) Its final offer with respect to the text of the amendments to the Principal Agreement proposed by the applicant which must be consistent with the scope and permissible amendments outlined in para. B.
 - c) Submissions in support of the applicant's final offer.
2. Within seven (7) days of the receipt of the notice of referral to FOS arbitration, the affiliated Local Union shall file its final offer with respect to the text of the amendments to the Principal Agreement proposed by the applicant together with its submissions in support of its final offer.
3. The same arbitrator will then convene a final offer selection hearing within two (2) days of the final offers being tabled. The arbitrator will have up to three (3) days to make a final offer selection. The arbitrator shall consider only the final offers submitted by each of the parties and their submissions in support thereof.

4. No party may refer to or rely upon a previous arbitration award made under a market recovery programme involving parties who are not bound to the Principal Agreement in any future arbitration cases under the market recovery programme.
5. The arbitrator shall determine whether the significant competitive disadvantage would be removed if the Principal Agreement were amended in accordance with either of the final offers.
6. If amendment of the Principal Agreement in accordance with only one of the final offers would remove the significant competitive disadvantage, the arbitrator shall select that final offer.
7. If amendment of the Principal Agreement in accordance with neither of the final offers would remove the significant competitive disadvantage, the arbitrator shall select the final offer that most reduces the disadvantage.
8. If amendment of the Principal Agreement in accordance with either of the final offers would remove the significant competitive disadvantage, the arbitrator shall select the final offer that would be less of a deviation from the Principal Agreement.
9. Local amendments to the Principal Agreement ordered by an arbitrator will be for a specific period of time not to exceed three (3) years after the effective date of the arbitration award following which the applicable provisions of the Principal Agreement then in effect shall apply.
10. The ETJB shall establish procedural rules governing FOS arbitration under Section 20 of this Agreement which shall not conflict with the provisions of Section 20.

H. GENERAL PROVISIONS

1. This market recovery programme shall come into effect on May 1, 2001 but no application shall be made for local modifications within the last four (4) months of the term of any Principal Agreement.
2. Where a local modification agreement or a FOS award ceases to operate any work in progress that has been contracted or tendered shall be performed under the terms of the local modification agreement or FOS award.
3. Within thirty (30) days prior to the expiry of the current Principal Agreement, the IBEW/IBEW-CCO and the ETBA will meet to agree on a panel of arbitrators to arbitrate applications for local modifications of the Principal Agreement. The Chair of the ETJB shall be allowed to specify the number of arbitrators required and will make the appointments to fill those seats on the

panels which the parties do not fill by mutual agreement.

4. The parties shall each pay one-half ($\frac{1}{2}$) of the costs and expenses of the arbitrator incurred in any arbitration proceedings under these provisions.
5. Disputes regarding whether work falls within the target area of local amendments made under the market recovery programme or any other issue dealing with the interpretation, application or alleged violation of such local amendments will be resolved through the grievance procedure under the Principal Agreement and shall be referred to the FOS arbitrator if one has been appointed.

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

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

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

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

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

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

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

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

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

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

March 27, 2003

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

Joe Fashion, President
John Pender, Executive Secretary-Treasurer

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

Peter Bryant, Chairman
Eryl Roberts, Executive Vice-President

For the International Brotherhood of Electrical Workers, International Office

Don Lounds, International Vice-President

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

The parties agree to renew the Memorandum of Agreement Regarding the Ontario Electrical Industry Pre-Apprentice Proposal (the 'Memorandum'), included in the Principal Agreement between the parties, until April 30, 2016, subject to the following conditions and revisions:

1. Subject to para. 3 below, the Pre -Apprentice Program will apply in the jurisdiction of the following IBEW Locals: IBEW Local 105, IBEW Local 115, IBEW Local 120, IBEW Local 303, IBEW Local 353 IBEW Local 773 and IBEW Local 804.
2. Subject to para. 3 below, the Pre-Apprentice Program will not apply in the jurisdiction of the following IBEW Locals: IBEW Local 402, IBEW Local 530, IBEW Local 586 and IBEW Local 1687.
3. Any of the IBEW Locals referred to in para. 2 may agree with their local Electrical Contractors' Association at any time to participate in the Pre-Apprentice Program and to apply the Memorandum in their jurisdiction and may also agree to modify the Pre-Apprentice Program and the application of the Memorandum in their local jurisdiction.
4. Having regard to the agreements recorded herein, the IBEW-CCO will promptly ask the Minister of Training Colleges and Universities to extend its approval of the Pre-Apprentice Program until April 30, 2016.

September 27, 2012

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

James Barry, President, IBEW CCO

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

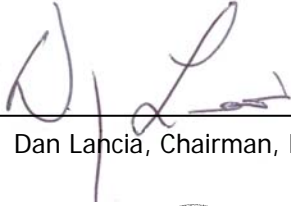
David Mason, Chairman, ETBA of the ECAO

SECTION 21 - SIGNING PAGE

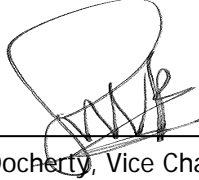
2100

Agreed to at Toronto, Ontario on the 1st day of May, 2013.

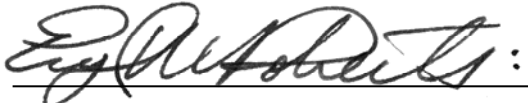
For the Electrical Trade Bargaining Agency
of the Electrical Contractors Association of
Ontario:



Dan Lancia, Chairman, ETBA



George Docherty, Vice Chairman, ETBA



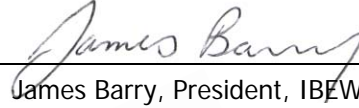
Eryl Roberts, Executive Vice-President, ECAO

For the Electrical Trade Joint Board:



Paul Gardner, Independent Chair, ETBA

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



James Barry, President, IBEW/CCO



Steven Martin, Vice President, IBEW/CCO

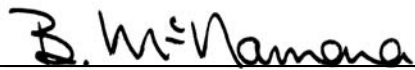


John Grimshaw, Executive Secretary-Treasurer
IBEW/CCO

For the IBEW 1st District Office:



Bill Daniels, International Vice-President



Bruce McNamara, International Representative

LETTER OF UNDERSTANDING

September 19, 1986

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

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

Dear Sir:

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

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

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

LETTER OF UNDERSTANDING

May 24, 1988

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

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

Dear Sir:

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

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

LETTER OF UNDERSTANDING

May 1, 1990

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

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

Dear Sir:

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

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

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

LETTER OF UNDERSTANDING

Re: **SECTION 17 LINEWORK**

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

For work outside the home areas:

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

For work inside the home areas:

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

Signed in Toronto this 20th day of February, 2001

Bill Daniels, Chairman
IBEW CCO Line Committee

Mark Kellett, Chairman
ETBA Line Committee

LETTER OF UNDERSTANDING

May 1, 1990

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

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

Dear Sir:

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

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

LETTER OF UNDERSTANDING

Re: **CLAUSE 402 WORK ETHICS**

February 24th, 1998

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

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

Peter Bryant, Chairman
Electrical Trade
Bargaining Agency

LETTER OF UNDERSTANDING

Re: SAFETY

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

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

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

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

LETTER OF UNDERSTANDING

November 24, 2000

Mr. Peter Bryant, Chairman
Electrical Trade Bargaining Agency

Re: Letter of Understanding - Special Mobility Provisions Large Projects

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

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

LETTER OF UNDERSTANDING

January 28, 2004

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

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

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

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

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

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

For the IBEW/IBEW-CCO

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

For the ETJB

Don Franks
Chair
Paul Gardiner
Co-Chair

For the ETBA of the ECAO

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

LOCAL MARKET RECOVERY/STABILIZATION QUARTERLY REPORT

MARKET RECOVERY

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

STABILIZATION

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

COMBINED

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

NUMBER OF SUCCESSFUL JOBS

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

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

LIST OF UNION CONTRACTORS APPLYING FOR STABILIZATION AND/OR MRP

| CONTRACTOR | NUMBER OF APPLICATIONS |
|------------|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

| JOB | SUCCESSFUL BID AMOUNT | SUCCESSFUL BIDDER | RUNNER UP BIDDER | LOWEST UNION BID |
|-----|-----------------------|-------------------|------------------|------------------|
| | | | | |
| | | | | |
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LETTER OF UNDERSTANDING

May 1, 2004

James A. Kellett, Chairman
ETBA Line Committee

Re: **1710 Tools**

Dear Sir:

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

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

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

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

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

Sincerely,
Bruce McNamara, Chair
IBEW CCO Line Committee

LETTER OF UNDERSTANDING

March 10, 2010

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

For the IBEW/IBEW-CCO

John Grimshaw
President

John Pender
Executive Secretary-Treasurer

Bill Daniels
International Representative

Independent Chair

Paul Gardiner

For the ETBA of the ECAO

Dave Mason
President

Eryl Roberts
Executive Vice-President

LETTER OF UNDERSTANDING

October 26, 2012

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

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

For the IBEW/IBEW-CCO

James Barry
President

John Grimshaw
Executive Secretary-Treasurer

Bruce McNamara
International Representative

Independent Chair

Paul Gardner

For the ETBA of the ECAO

Dan Lancia
President

Eryl Roberts
Executive Vice-President