

SECTION 22 - LOCAL APPENDIX - L.U. 115 – QUINTE-ST. LAWRENCE

Clause 602

FOREMEN

When a Journeyman supervises a job employing four (4) or five (5) Employees, he/she shall be paid a minimum of six percent (6%) above the base rate of Journeyman.

Any job employing six (6) or more Employees shall have a Foreman in charge who shall be paid a minimum of twelve percent (12%) above the base rate for Journeymen and shall be considered a Non-Working Foreman only when there are eleven to fourteen (11 to 14) Employees under their supervision. A Foreman shall supervise a maximum of fourteen (14) Employees.

When there are thirty (30) men including at least two (2) Foremen at twelve percent (12%) then there shall be a General Foreman paid at a minimum of twenty percent (20%) above the base rate. Subsequent General Foreman shall follow the schedule as set out below:

2 General Foreman: 60 – 89 Employees

3 General Foreman: 90 – 119 Employees

4 General Foreman: 120 – 149 Employees, etc.

Non-Working Foremen and General Foremen shall not work with the tools except in case of emergency and instructional purposes.

On Jobs having a Foreman, Employees are not to take direction or orders, or accept the layout of any jobs from anyone except their Foreman. Where an immediate decision is necessary a qualified Supervisor may give direction.

Clause 800

REGULAR HOURS

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

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

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

Clause 803

WORK BREAKS

In addition to those breaks stipulated under Clause 803 "Work Breaks" of the Provincial Section (Blue Pages) of the Principal Agreement, where Employees are working on a compressed regular work week of nine or ten hours per day, those employees required to work scheduled overtime of two (2) hours of overtime will be provided a ten (10) minutes rest period prior to the end of the regular shift before the commencement of overtime. No premium is paid if the break is not taken.

Clause 808

SHIFTS

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 800H (Blue Pages/Provincial Section) - Regular Hours.

Those employees on other than the day shift shall be paid the base rate of pay plus fifteen percent (15%) or twenty (20%) if the shift starts at 10:00 pm or later. Work performed in excess of these hours shall be at double (2 times) the base rate.

A shift will be any start time out of the normal daily start time (7:00 am – 8:00 am daily).

**900 B.1 WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 115 - QUINTE - ST. LAWRENCE**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2013	\$ 37.70	3.77	14.85	56.32	0.46	56.78
	May 1, 2014	\$ 39.09	3.91	14.87	57.87	0.46	58.33
	May 1, 2015	\$ 40.21	4.02	15.19	59.42	0.46	59.88

For complete and current wage schedules please contact Local Union 115 or ECA-QL.

*** Breakdown of Union Funds:**

Health & Welfare Pension	\$ 2.85 + 8% RST	
(see Clause 1000B)	\$ 8.10	(\$ 8.40 May 1, 2015)
CCO Fund	\$ 0.20	
Education Fund	\$ 0.30	(\$ 0.40 May 1, 2015)
Union Working Dues	\$ 0.95	(\$ 0.97 May 1, 2014; \$ 0.89 May 1, 2015)
Recreation Fund	\$ 0.05	
Stabilization Fund	\$ 2.00	
Travel Fund	<u>\$ 0.40</u>	
Total Union Funds	<u>\$14.85</u>	(\$ 14.87 May 1, 2014; \$ 15.19 May 1, 2015)

**** Breakdown of ECA Fund:**

ECA Fund	\$ 0.36 +13% HST
JEPP	<u>\$ 0.10</u> +13% HST
Total ECA Funds	<u>\$ 0.46</u> +13% HST

NOTE:

- On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.**
- May 1, 2013: Room & Board - 1 Unit/Zone Travel \$ 48.30 per day
(May 1, 2014 \$ 49.65 per day; May 1, 2015 \$ 51.05)
2-3 Units/Zones Travel \$ 93.30
(May 1, 2014 \$ 94.65; May 1, 2015 \$ 96.05) per day
- May 1, 2013: Mileage - \$ 0.50 per kilometre
(May 1, 2014 \$ 0.51; May 1, 2015 \$ 0.52)

**900 B.2 WAGES AND FRINGE BENEFITS
MAINTENANCE/MARKET RECOVERY/MINOR CONSTRUCTION
L.U. 115 - QUINTE - ST. LAWRENCE**

	Date	Base Rate	VP & SHP	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 2013	\$ 32.05	3.21	14.85	50.11	0.46	50.57
	May 1, 2014	\$ 33.23	3.32	14.87	51.42	0.46	51.88
	May 1, 2015	\$ 34.18	3.42	15.19	52.79	0.46	53.25

For complete and current wage schedules please contact Local Union 115 or ECA-QLS.

*** Breakdown of Union Funds:**

Health & Welfare Pension	\$ 2.85 + 8% RST	
(see Clause 1000B)	\$ 8.10	(\$ 8.40 May 1, 2015)
CCO Fund	\$ 0.20	
Education Fund	\$ 0.30	(\$ 0.40 May 1, 2015)
Union Working Dues	\$ 0.95	(\$ 0.97 May 1, 2014; \$ 0.89 May 1, 2015)
Recreation Fund	\$ 0.05	
Stabilization Fund	\$ 2.00	
Travel Fund	<u>\$ 0.40</u>	
Total Union Funds	<u>\$14.85</u>	(\$ 14.87 May 1, 2014; \$ 15.19 May 1, 2015)

**** Breakdown of ECA Fund:**

ECA Fund	\$ 0.36 +13% HST
JEPP	<u>\$ 0.10</u> +13% HST
Total ECA Funds	<u>\$ 0.46</u> +13% HST

NOTE:

- On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2013 to April 30, 2016 inclusive may be subject to amendment prior to expiry.**
- May 1, 2013: Room & Board - 1 Unit/Zone Travel \$ 48.30 per day
(May 1, 2014 \$ 49.65 per day; May 1, 2015 \$ 51.05)
2-3 Units/Zones Travel \$ 93.30
(May 1, 2014 \$ 94.65; May 1, 2015 \$ 96.05) per day
- May 1, 2013: Mileage - \$ 0.50 per kilometre
(May 1, 2014 \$ 0.51; May 1, 2015 \$ 0.52)

Clause 900 B.3

PAYMENT OF UNION DUES

Union dues shall be checked off as described in Clauses 1001 and 1002.

Clause 900 B.4

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

Each Employee shall receive his/her vacation pay and statutory holiday pay weekly.

Clause 900 B.5

PAYMENT OF OTHER FUNDS

Payment of other funds shall be as described in Clauses 1000, 1001 and 1002.

Clause 1000A

DEDUCTIONS & REMITTANCES

All Employers shall deduct from each Employee's wages for all Union Funds on a per hour earned basis and together with the contribution of the Employer's E.C.A. Quinte-St. Lawrence Association Fund on per hour earned basis and remit the total to a Union-appointed professional Administrator.

Employee Wage Deductions	May 1, 2013
Employee Health & Welfare Fund	\$2.85
Employee Pension Fund (\$ 8.40 May 1, 2015)	\$8.10
IBEW Construction Council Fund	\$0.20*
Local 115, IBEW Education Fund (\$ 0.40 May 1, 2015)	\$0.30
Union Working Dues (\$0.97 May 1, 2014; \$0.89 May 1, 2015)	\$0.95
Recreation Fund	\$0.05
Stabilization Fund	\$2.00
Travel Fund	\$0.40
<i>Sub-Total</i>	\$14.85
(\$14.87 May 1, 2014; \$15.19 May 1, 2015)	

*IBEW-CCO Fund: (\$0.06 General, \$0.13 Organizing, \$0.01 Bill 158)

Employer Remittance

ECA Quinte-St. Lawrence Assoc. Fund (\$0.27 May 1, 2012)	\$0.27
ECA Ontario Bill 158 Fund	\$0.08
JEPP	\$0.01
Total Remittance per Employee per hour earned	\$0.10
Remittances must be made in accordance with Clause 1002.	\$0.46

Clause 1000B

APPRENTICES DEDUCTIONS & REMITTANCES

Deductions & remittances for Apprentices will be as outlined in Clause 1000A will have their pension fund prorated in accordance with their term level.

Clause 1001

The Union agrees and acknowledges that every member reporting to a new Employer for work must sign suitable forms authorizing any wage deductions required by this Agreement.

Clause 1002

DEDUCTIONS & REMITTANCES

- (a) **Union Dues**
Dues collected from each Employee are part of his/her wages and are non-taxable.
- (b) **Employee Benefits**
Employee deductions for Health & Welfare, Pension, Education, Travel, IBEW Construction Council of Ontario, Recreation and Stabilization Funds and Union Working Dues are to be deducted weekly, from the Employee's wages. Deductions shall be accrued for the month and remitted directly to the Administrator by the fifteenth (15th) of the following month.
- (c) **Employer Funds**
Each Contractor shall contribute \$0.36 per hour earned to the ECA Quinte-St. Lawrence Association Fund (this includes \$0.03 per hour contribution to the Bill 162 Fund to cover the continuation of benefits). Employer remittance to the ECA Quinte-St. Lawrence Association Fund shall be accrued weekly and remitted monthly, along with the Employee Benefits, directly to the Administrator by the fifteenth (15th) of the following month.
- (d) **Joint Electrical Promotion Plan**
Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. The Administrator shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
 c/o Electrical Trade Bargaining Agency
 170 Attwell Drive, Suite 460
 Toronto, Ontario M9W 5Z5
- (e) **Reporting**
No later than fifteen (15) days following the day such funds are remitted to the Administrator. All money due under this Clause shall be reported on a common form approved by both parties. One copy of the form is to accompany each remittance.
- (f) **Penalty for Late Payment**
Any of the above remittances due by the fifteenth (15th) of the month and not received by the twentieth (20th) of the same month will be considered overdue. Overdue remittances will be subject to a penalty of \$25.00 plus one-half percent (0.5%) per week or any part thereof (26% per annum). Both Parties to this Agreement empower the Administrator and the Union to notify and collect this penalty service charge from Employers overdue in payment.

Service charges collected will be dispersed on a pro-rata basis.

It is agreed that remitting the above money to the Union appointed Professional Administrator exempts the Contractors from any further responsibility for the Employee's benefits.

Clause 1003

The Administrator will disperse funds received by the fifteenth (15th) and the twentieth (20th) of each month. The last payment of each month will be forwarded as soon as possible with a composite report of all remittances to the respective Parties of this Agreement.

Clause 1004

All monies collected for Employee's Health & Welfare and Pension Plans shall be spent promptly and solely for the express purpose for which the money has been collected. The Local Union will provide an annual audited financial statement and interim financial information on Health & Welfare, Pension Plans, and Stabilization Fund to the Contractors Association through the Joint Conference Board.

Clause 1005

All health and welfare and pension funds under this Agreement shall be deemed to continue benefits for disabled workers pursuant to Section 25-5 of the Workplace Safety & Insurance Board Act or as amended.

Local 115 agrees that Employers and their staff will be eligible to participate in Local 115, IBEW, and Health & Welfare Plan.

Clause 1100

TRAVEL ALLOWANCES

Employees shall pay their own transportation costs from home to the job, and return, when the job is situated within thirty-five (35) road kilometres of the City Hall in each of the cities of Kingston, Belleville, Brockville and Cornwall.

Clause 1101

When employment is outside the above free travel zones but within the scope of this Agreement, mileage shall be paid from the edge of each free travel zone line closest to the job site by the most direct road route in road kilometres, at the rate of \$0.50 (\$0.51 May 1, 2014; \$0.52 May 1, 2015) per kilometre to the job site and return, per work day, up to a maximum of \$48.30 (\$49.65 May 1, 2014; \$51.05 May 1, 2015) per work day which shall then become a living allowance in lieu of mileage, unless transportation is provided by the Contractor on the Contractor's time.

Clause 1102

Upon entering the next zone (unit) from the employee's home unit, the employee shall be paid \$48.30 (\$49.65 May 1, 2015; \$51.05 May 1, 2015) per work day living.

When an employee enters a zone (unit) 2 or 3 away from the employee's home unit, the employee shall be paid \$93.30 (\$94.65 May 1, 2014; \$96.05 May 1, 2015) per work day living allowance.

When a job is outside the 35km free zone, the employee is paid mileage road kilometres to job and return at \$0.50 per kilometre (\$0.51 May 1, 2014; \$0.52 May 1, 2015).

If an employee from another zone (unit) goes to a job outside another unit, he/she will be paid \$48.30 (\$49.65 May 1, 2014; \$51.05 May 1, 2015) per work day plus the applicable travel from that unit to a maximum of \$93.30 (\$94.65 May 1, 2014; \$96.05 May 1, 2015) per work day living.

Clause 1103

When Employees are required to work outside the area covered by this Agreement, travel expense to and from the job, and full board allowance while on the job will be paid by the Contractor. When an Employee is requested to use his/her own vehicle for the convenience of the Contractor, said use shall be paid for at \$0.50 per kilometre (\$0.51 May 1, 2014; \$0.52 May 1, 2015).

Clause 1500

MINOR CONSTRUCTION AGREEMENT

For information on the Minor Construction Agreement, contact the offices of the ECA Quinte/St. Lawrence or Local 115, IBEW.

Clause 1501

RESIDENTIAL AGREEMENT

For information on the Residential Agreement, contact the offices of the ECA Quinte/St. Lawrence or Local 115, IBEW.

Clause 1600

MAINTENANCE WORK:

Definition: All electrical work performed in or on the premises of an existing plant or building, such as the repair, replacement or relocating of existing production lines and machines. Additions and extensions to buildings shall be considered as construction.

Wage Rate: Eighty-five percent (85%) of construction rates. Maintenance wage rates are outlined in 900 B.2.

Overtime: Double (2) time for all overtime, as defined in this subsection.

Hours of Work: The regular hours of work on site shall be voluntary up to forty (40) hours per week at straight time if requested by client, Monday thru Friday, between the hours of 8:00 am and 4:30 pm. Start times may be altered up to one hour in either direction upon notice to the Local Union by the contractor.

Statutory Holidays: As per the Principal Agreement except add the following clause:

In the event that an Owner/Client celebrates a Statutory Holiday on a day different from the day stipulated in the Principal Agreement, the Contractor may opt to follow the Owner/Client's Statutory Holiday schedule (by client notification /letter) on that job, in which case the Statutory Holiday stipulated in the Principal Agreement shall be a regular work day on that job.

Clause 1907

WELDERS

Employees who perform welding for the Company shall be supplied, by the Company to the Welder, the welder's safety hat, shield, goggles, heat resistant gloves and welders leathers. The Welder's assistant (if required) shall also be supplied all protective and safety equipment.

LETTER OF UNDERSTANDING

RE: PAYROLL OFFICE

It is mutually agreed that the "established office" referred to in paragraph 3 of Clause 903 of the Principal Agreement means a payroll office in the unit (i.e. Belleville, Kingston, Brockville or Cornwall) under which the job falls.

Ed Norman Richard Soroka, Business Manager
ECA Quinte-St. Lawrence IBEW Local Union 115

LETTER OF UNDERSTANDING

RE: MARKET RECOVERY PROGRAM

- (a) Where, on a particular project or within a geographic area of a Local Union's jurisdiction, work covered by the Principal Agreement is not currently being done or is not likely to be done by electrical contractors under the Principal Agreement, or where any provision of the Principal Agreement works a hardship, the Local Union and the Local ECA may reach a Memorandum of Local Amendment, in writing, to amend any provision of the Principal Agreement for a particular project or geographic area. Copies of all Memorandum of Local Amendment shall be submitted to the ETJB on a quarterly basis.
- (b) The Business Manager of the Local Union shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.
- (c) Any Memorandum of Local Amendment, in writing, shall amend any provisions of the Principal Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of the Principal Agreement, whichever occurs first, at which time the operative provisions of the Principal Agreement shall be as originally agreed to between the IBEW and the IBEW CCO and the ETBA in the Principal Agreement without amendment or exemption.
- (d) The terms of any Memorandum of Local Amendment shall be equally applicable to all Contractors who are signatory to the Principal Agreement, but it shall be the responsibility of each Contractor to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic area of the Local Union's jurisdiction.
- (e) There shall be no recourse against a Local Union or the Business Manager of a Local Union who decides for any reason not to enter a Memorandum of Local Amendment.

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