

PRINCIPAL AGREEMENT

made and entered into
between

THE ELECTRICAL TRADE BARGAINING AGENCY
OF THE ELECTRICAL CONTRACTORS
ASSOCIATION OF ONTARIO
and all other Signatories to this Agreement
(hereinafter called the Contractor)

and

THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
AND
THE IBEW CONSTRUCTION COUNCIL OF ONTARIO
(hereinafter called the Union)

representing the following affiliated Local Unions
105, 115, 120, 303, 353, 402, 530, 586, 773, 801,
894, 1687 and 1739

Expiry date: April 30, 2001



- PROVINCIAL SECTION

- LINE WORK SECTION

- COMMUNICATION WORK SECTION

- LOCAL APPENDICES SECTION

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 therefrom 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.

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.

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 ECA LOCAL AREA

JURISDICTION

105 Hamilton	Brant, Haldimand-Norfolk Region, Hamilton-Wentworth Region and that portion of Halton Region west of Trafalgar Road and south of the 401 in the Province of Ontario except the portion of Haldimand-Norfolk Region east of the road running south from Caistorville to Lake Erie.
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.
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 th Meridian, in the Province of Ontario.
530 Sarnia	Lambton County.

586 Ottawa	Counties of Lanark, Regional municipality of Ottawa-Carleton Renfrew, Prescott and Russell in the Province of Ontario, and the entire Province of Quebec.
773 Windsor	Essex and 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.
894 Oshawa and District	Durham Region, Northumberland, Victoria, Peterborough and Haliburton Counties in the Province of Ontario, and that portion of Simcoe County east of Lake Simcoe and Lake Couchiching.
1687 Northern Ontario (Sudbury)	Districts of Algoma, Cochrane, Nipissing, Sudbury, Timiskaming, Manitoulin Island, 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 th Meridian and on the East by the Quebec border in the Province of Ontario.
1739 Georgian Bay	Barrie and Orillia, all of Simcoe County and the District Municipality of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall, and Hagerman in the County of Parry Sound, except the portion of Simcoe County east of Lake Simcoe and Lake Couchiching.

SECTION 3 - DURATION OF THE AGREEMENT

300 DURATION

This Agreement shall become effective on May 1, 1998 and will expire on April 30, 2001

310 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.

320 AMENDMENTS

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

Any amendment agreed upon, whether it be 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 Wiremen, Instrumentation Electricians,

Apprentices, Journeyman Linemen-Splacers, Apprentice Linemen-Splacers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen and Foresters 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 live (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.
- 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 Wireman who is also qualified to perform instrumentation work.

601 APPRENTICES (See also Clause 1801)

- A. All Apprentices shall be governed by this Agreement and the Trades Qualification and Apprenticeship Act.
- B. The approval of the qualifications of the applicant Apprentice, his registration and the supervision of his 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. 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

The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all electrical work. The Contractor shall have the right to select and name-hire all 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.

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 clearance 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 NONRESIDENT CONTRACTORS

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 Working Card.

703 EMPLOYMENT PRIORITY

In all cases of layoff, the Local Union members shall retain employment priority.

704 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.

705 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,

706 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, Georgian Bay, 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 Georgian Bay and 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.

- ³⁴ C. The regular hours of work in London and Toronto shall be seven and one-half (7 1/2) hours per day between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday inclusive.

In London only, 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.

All work performed in excess of eight (8) hours per day shall be paid at one hundred and five (105) percent 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.

In Toronto only, on mutual agreement of the Contractor and Business Manager the above noted hours may be worked as stipulated or as four (4) eight (8) hour days (Monday to Thursday) with the remaining five and one-half (5 1/2) hours worked on Friday. On Friday a twenty (20) minute meal period will be taken at the mid-point of the work period in lieu of a work break and a one-half (1/2) hour meal period.

- D. 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.

- E. The regular hours of work in Oshawa 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, except that hours may be adjusted to 4:30 p.m. Friday by mutual consent.
- 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 1/2) 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, Oshawa and District, Ottawa 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 (1/2) 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. If 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, Good Friday, Victoria Day, Canada Day, Civic Holiday Labour Day, Thanksgiving Day, Christmas Day 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.

Holidays	1998	1999	2000	2001
New Year's Day	Thurs., Jan. 1	Fri., Jan. 1	Sat., Jan. 1	Mon., Jan. 1
Good Friday	Fri., Apr. 10	Fri., Apr. 2	Fri., Apr. 21	Fri., Apr. 13
Victoria Day	Mon., May 18	Mon., May 24	Mon., May 22	Mon., May 21
Canada Day	Wed., July 1	Thurs., July 1	Sat., July 1	Son., July 1
Civic Holiday	Mon., Aug. 3	Mon., Aug. 2	Mon., Aug. 7	Mon., Aug. 6
Labour Day	Mon., Sept. 7	Mon., Sept. 6	Mon., Sept. 4	Mon., Sept. 3
Thanksgiving Day	Mon., Oct. 12	Mon., Oct. 11	Mon., Oct. 9	Mon., Oct. 8
Christmas Day	Fri., Dec. 25	Sat., Dec. 25	Mon., Dec. 25	Tues., Dec. 25
Boxing Day	Sat., Dec. 26	Sun., Dec. 26	Tues., Dec. 26	Wed., Dec. 26

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

Heritage Day shall be added as a Statutory Holiday if and when it is legislated by the Federal Government.

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) the straight time rate except for special hours as specified in Clause 800 A to G 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 (1/2) 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 (1/2) 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 (1/2) 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 (1/2) hour lunch break at the overtime rate.

807 CALLOUT

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Work performed on special calls with no previous notification shall at double (2) 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 twelve (12) percent 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 9 15.
- (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. Georgian Bay - Local Union 1739

- (1) Shifts to work any time of the day or night between 12:00 midnight Sunday and 8:00 p.m. Friday of the same week. Where two (2) or three (3) shifts are employed, those other than on day shift shall receive eight (8) hours pay for seven (7) hours work for any shift starting between 4:30 p.m. and 9:00 p.m. Monday to Thursday. On Friday the afternoon shift shall receive four (4) hours pay for three and one-half (3 1/2) hours work for any shift starting between 12:00 noon and 6:30 p.m. Employees working on any shift starting between 9:00 p.m. and 8:00 a.m. Monday to Thursday shall receive eight (8) hours pay for six (6) hours work. On Friday, the night shift shall work from 6:30 p.m. to 10:30 p.m. and receive four (4) hours pay for three (3) hours work.
- (2) 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.
No Employee shall be required or allowed to work longer than two (2) full consecutive shifts and must be relieved for a rest period of at least eight (8) hours.
- (3) Where two (2) or more shifts are employed on a project, then the afternoon and night

shifts shall not be for less than five (5) consecutive calendar days except when a designated holiday occurs during the shift, or on prior agreement between the Local Union and the Contractor. Double the regular rate of pay shall be paid if the shift is terminated in less than five (5) consecutive days.

C. 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) 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 shifts shall receive eight (8) hours pay for seven (7) hours work, with the exception of Friday when they shall be paid five (5) hours pay for four (4) hours worked. Those other than day shift shall work a minimum of six (6) hours with seven (7) hours pay, with the exception of Friday. 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) 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 seven (7) hours with pay for nine (9) hours at straight time. This 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. Two (2) premium hours without work shall be paid to the Employee regardless of the number of hours worked on this shift.

D. 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 1/2) 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 (125) percent of the regular rate for the afternoon shift, and one hundred and forty (140) percent of the regular rate for the night shift, Monday thru Friday. Weekends will be paid at two hundred (200) percent of the rate of pay.
- (4) All work performed outside of a shift's regular seven and one-half (7 1/2) hours shall be paid at double (2) 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) 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 1/2) 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 1/4) times the regular rate of pay save and except when overtime rates apply.

**E. 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.

**F. 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 five (5) 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 rate is paid.

G. Oshawa and District - Local Union 894

Where work cannot be performed during the day, shifts will be recognized by the following schedules and conditions:

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 stated in Section 8: 800 E, of this Agreement.

Afternoon Shift: A shift commencing at 4:30 p.m. Monday to Thursday shall receive a premium based on nine (9) hours pay for eight (8) hours worked.

Midnight Shift: A shift commencing at 12:01 a.m. Monday to Thursday shall receive a premium based on nine (9) hours pay for seven (7) hours worked.

The starting time of a shift may be adjusted by mutual consent between the Contractor and the Local Union Business Manager.

Work breaks and lunch periods during afternoon and midnight shifts shall conform to the standard practices adhered to during regular work periods.

Not more than one (1) shift shall be worked in a twenty-four (24) hour period unless overtime rates are paid. That is to mean 8:00 a.m. to 8:00 a.m.

All shifts to be arranged so that workers shall not lose time due to shift changes.

When there are less than eight (8) hours break between the last hour worked on a shift and the start of the next shift overtime rates as established in Section 8: 806 of the Agreement shall apply.

H. 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 (20) percent for a seven (7) hour shift in a twenty-four (24) hour period and must have at least an eight (8) hour lay-over before reporting for work. Otherwise double (2) 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 (20) percent for an eight and one-half (8 1/2) hour shift in a twenty-four (24) hour period.

I. 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 (15) percent. Work performed in excess of these hours shall be at double (2) the base rate.

J. Sarnia - Local Union 530

When work cannot be done during the day, such work may be done as straight night shift. A shift commencing anytime after 4:30 p.m. and prior to 11:59 p.m. shall work seven (7) hours for eight (8) hours pay Monday through Thursday and shall work three and one-half (3 1/2) hours for four (4) hours on Friday.

A shift commencing anytime between midnight and 8:00 a.m. shall work seven (7) hours for nine (9) hours pay Monday through Thursday and shall work three and one-half (3 1/2) hours for five (5) hours pay on Friday.

A minimum of eight (8) and nine (9) hours pay respective to above hours shall be considered a shift Monday through Thursday and a minimum of four (4) and five (5) hours pay respective to above hours shall be considered a shift on Friday.

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. No shift work will be permitted on new construction work without prior approval of the Local Union Business Manager, but shift work shall be permitted on existing units and/or buildings.

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) time continuously until job completion.

K. 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.

L. Toronto - Local Union 353

- (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. on 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.
- (5) 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 during work 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.

M. 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) seven and one-

half (7 1/2) 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 to Friday. All seven and one-half (7 1/2) hour shifts shall be paid for eight and one-half (8 1/2) hours rate of pay. All four (4) hour shifts shall be paid for five (5) hours rate of pay.

Midnight Shift - the regular weekly midnight shift shall consist of four (4) seven (7) 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. Seven (7) hour shifts commencing between 11:30 p.m. of one (1) day and 1:00 a.m. of the next day shall be paid at a rate of seven (7) hours work for eight and one-half (8 1/2) hours pay. The four (4) hour shift shall be five and one-half (5 1/2) hours rate of pay.

- (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.
- (4) For each shift a one-half (1/2) hour lunch period shall be scheduled at approximately the mid point 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

WAGES FOR REGULAR HOURS

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 shall receive his 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 (10) percent of the hourly earnings of which four (4) percent shall be in lieu of Vacation pay and six (6) percent 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.

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 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 ASSOCIATION FUNDS

The Employers shall contribute Association Funds in the amount and in the manner described in the Appendix for the Jurisdictional Area concerned.

1002 DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARD ACT-1991

The Trustees of the Employee benefit plans to this Collective Agreement shall promptly notify the Local Union of the failure by any Employer to pay any Employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations of the Employment Standards Amendment Act - 1991 in relation to the Employee Wage Protection Program.

1003 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-CC0 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
23 Lesmill Road, Suite 207
Don Mills, Ontario
M3B 3P6

Employer

The IBEW-CC0 fund will be increased by \$0.01 to \$0.05 per hour earned and remitted to the IBEW-CC0 in the same manner described in the Local Area Appendices.

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 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Prs. of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 prs. 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 1/2" 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 Prs. 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 1/2" 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 Company, the Company shall compensate the Employee for the value of the tools.

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.

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 cooperate 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. 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. 894: Oshawa and District
- L.U. 1687: Northern Ontario
- L.U. 1739: Georgian Bay

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 (CIM work)
- L.U. 894: Oshawa and District
- L.U. 1739: Georgian Bay

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:

- Journeyman Lineman - Splicer
- Groundman/Equipment Operator - 1st, 2nd, 3rd year
- Groundman Driver - 1st and 2nd year
- Groundman - 1st and 2nd year
- Utilityman
- Forester
- 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 - 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 potheads and other accessories to cables; and the assembly, testing, repair and maintenance of such accessories.

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 linetrucks, trailers and back-hoes. 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.

C. Apprentices

1. Apprentices shall be employed and governed in accordance with the Ontario Apprenticeship Act. They shall serve 4-2000 hour periods of Apprenticeship and an Apprentice shall not advance to a new period until he has demonstrated by examination and/or proficiency test that he is ready to do so.
2. The duties of an Apprentice shall be as defined in the EUSA Handbook and as outline in the Schedule of Training of the Ministry of Colleges and Universities.
3. The ratio of one (1) Apprentice or Groundman to each Lineman shall not be exceeded in the shop, Foremen included. Apprentices and Groundmen shall work only under the direction of a Lineman.

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 installations 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 Joint Conference Board.
- D. At the request of the Business Manager, the Contractor will supply a list of Employees along with their classifications once a year.

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) 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 traveling 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.	Assoc. Funds
Journeyman Lineman-Splicer	The same rate as the Inside wiring rate in his home Local area. See the Appendix for the jurisdictional area concerned.				
Apprentices: 1st Period	50% of the applicable Journeyman rate				
Apprentices: 2nd Period	60% of the applicable Journeyman rate				
Apprentices: 3rd Period	70% of the applicable Journeyman rate				
Apprentices: 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				
Groundman					
1st Year	50% of the applicable Journeyman rate				
2nd Year	60% of the applicable Journeyman rate				
Utilityman	50% of the applicable Journeyman rate				
Forester	60% of the applicable Journeyman rate				

All the above categories will receive Union Benefits as shown in the Appendices for their Jurisdictional Areas.

- 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 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, 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 \$0.36 (effective May 1, 1999 \$0.37) 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 of \$0.36 (effective May 1, 1999 \$0.37) per road map kilometre.

- E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$70.80 (effective May 1, 1999 \$71.60, May 1, 2000 \$72.60) per day worked for Room and Board including working days lost due to inclement weather.
- 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**
 - 1 Set Belt and Spurs, to be in accordance with EUSA 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 Wood Rule
 - 1 Nut & Bolt Bag
 - 1 Ratchet handle with sockets (sizes as required)
 - 1 Spud Wrench
 - 1 L Wrench
 - * 1 Pair of Lineman gloves
 - Splicers**
 - Set Belt and Spurs to EUSA Standards
 - 1 - 10" Adjustable Wrench
 - 1 - 12" Adjustable Wrench
 - 6 Screwdrivers, Robertson and Standard Types
 - Pair 9' Offset Cutting Pliers
 - 1 Pair 8" Diagonal Pliers
 - Pair 8" Long Nose Pliers
 - 1 - 10" Visegrip
 - 1 Ball Peen Hammer
 - 1 - 6' Folding Wood Rule (Imperial and Metric)
 - 12' x 3/4" Steel Tape (Imperial and Metric)
 - 1 Nut & Bolt Bag
 - 1 Tool Box
 - Ratchet Handle with sockets (sizes as required)
 - 1 - 6' Square
 - 1 Adjustable Hacksaw Frame
 - * 3 Bastard files, flat, round and half-round
 - * 1 Medium rasp
 - 1 - 4" Centre punch
 - * 1 set of Cable preparation knives
 - * 1 Pair of Lineman gloves
 - * The Company shall replace files, rasps, knives and gloves when they are worn out (gloves: to a maximum of eight (8) 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.
- 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.

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 promptly to the Contractor's Office. 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.
- 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 Employer 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. Job safety meetings shall be held regularly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted.

SECTION 18 - COMMITTEES

1800 LOCAL JOINT CONFERENCE BOARDS

- A. 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.
- 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 Provincial Joint Council.
- 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 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.

1905 CLEANUP

On all jobs, workmen shall be allowed ten utes 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.

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, 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 will be responsible for cool fresh drinking water on all jobs.

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

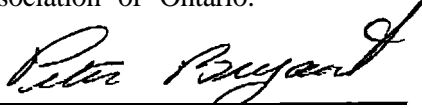
Rainwear shall be supplied by the Employer in wet and muddy conditions.

SECTION 20 - SIGNING PAGE

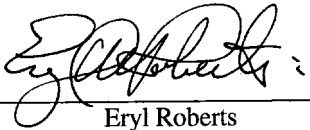
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Dated at Toronto, Ontario this 1st day of May 1, 1998.

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

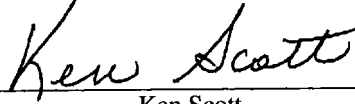


Peter Bryant

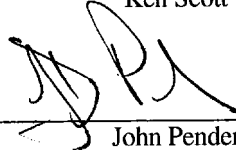


Eryl Roberts

For the International
Brotherhood of Electrical
Workers and the IBEW
Construction Council of Ontario:



Ken Scott



John Pender

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 his Foreman as per Section 702 and 700 of the Provincial Agreement.
- 2. The Contractor shall be allowed to bring in his own Equipment Operator(s).
- 3. 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 18th day of February, 1993.

Larry Lineham, Chairman
IBEW CCO Line Committee

Wayne Gatien, 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.

**PROVINCIAL
LINEWORK
AGREEMENT**

FOR WORK OUTSIDE THE ICI SECTOR

**made and entered into
between**

**THE ELECTRICAL CONTRACTORS
ASSOCIATION OF ONTARIO
and all other Signators to this Agreement,
(hereinafter called the Contractor)**

and

**THE IBEW CONSTRUCTION COUNCIL
OF ONTARIO, (hereinafter called the Union)**

**representing the following affiliated Local
Unions, 105, 115,120,303,353,402,530,586,
773,804,894,1687 and 1739**

Expiry date: April 30,2001

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SECTION 1 - PREAMBLE

- 100** This Agreement made between the Electrical Contractors Association of Ontario and the IBEW Construction Council 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.
- 101** This Agreement shall apply to any Contractor whose business includes the installation and/or maintenance of overhead and buried electrical distribution systems in the Province of Ontario and where the work is not included within the Industrial, Commercial, Institutional Sector of the Construction Industry.

SECTION 2 - SCOPE OF THE AGREEMENT

200 SCOPE

For the purposes of this Agreement it is understood and agreed by both parties that the work shall be all types of high voltage installations including (but not limited to) transmission lines, power lines, substations, high tension cable installations, forestry and shall also include street and highway lighting, underground and overhead line type distribution systems at lower voltages and communication, telephone and T.V. systems and any civil work required in the performance of any of the above work as well as any other line type work coming within the scope of the IBEW Constitution and falling within the following Sectors of the Construction Industry:

Residential (excluding highrise apartment houses)

Sewers and Watermains

Roads

Heavy Engineering

Pipeline

Electrical Power Systems (excluding work covered by agreement between EPSCA and the IBEW-EPSCCO) on projects and transmission systems.

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 principle business is Electrical Contracting and who maintains a permanent place of business and an adequate financial status to meet payroll requirements.

202 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 therefrom and except all outdoor substations as defined in Outside Work hereof.

When aerial wires or cables are used to provide electrical 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.

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.

203 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 in the Principal Agreement between ETBA of ECAO and IBEW, IBEW-CCO.

SECTION 3 - DURATION OF THE AGREEMENT

300 DURATION

This Agreement shall become effective on May 1, 1998 and will expire on April 30, 2001.

301 NOTICE

Either Party to this Agreement may give notice 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 at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as 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

The Union acknowledges the right of the Contractor 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.

402 OPERATIONS

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.

403 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.

404 SUBCONTRACT

The Union recognizes the Contractor's right 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 Bargaining Agent for all Foremen, Journeyman Linemen-Splacers, Apprentice Linemen-Splacers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen and Foresters performing work within the acknowledged jurisdiction of the Union and similarly the Union recognizes the Contractor as the sole Bargaining Agent.

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 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 overtime and shall be notified in advance of overtime, if possible.

The Steward shall not have his employment terminated without consultation with the Business Manager, unless with just cause.

504 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.

505 UNION LABEL

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

506 LOANING

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

507 OTHER SIGNATORIES

The Union shall advise the Secretary of the Electrical Contractors Association within five (5) days when this Agreement is signed by a Party whose name is not affixed hereto, and ECAO agrees to supply a list of member Line Contractors to the Secretary of the CCO.

508 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 EMPLOYEE CLASSIFICATIONS

- A. Employees shall be divided into the following classes:
- Journeyman Lineman - Splicer
 - Groundman/Equipment Operator - 1st, 2nd, 3rd year
 - Groundman Driver - 1st and 2nd year
 - Groundman - 1st and 2nd year
 - Utilityman - 1st and 2nd year
 - Forester
 - Apprentices - 1st to 4th periods.
- B. Any classification of Employee may be required to perform the work of a lesser qualified workman providing that his wage rate is maintained.

601 EMPLOYEE QUALIFICATIONS

- A. **Journeyman Lineman - 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 potheads and other accessories to cables; and the assembly, testing, repair and maintenance of such accessories.
- B. **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 linetrucks, trailers and back-hoes. 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.
- C. **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.
- D. **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.
- E. **Utilityman** - A workman whose duties shall include (but not be limited to) civil work, the cutting of brush, assisting in tree trimming, and the digging of holes and ditches.
- F. **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.

602 APPRENTICE

- A. Apprentices shall be employed and governed in accordance with the Ontario Apprenticeship Act. They shall serve four-two thousand (4-2000) hour periods of Apprenticeship and an Apprentice shall not advance to a new period until he has demonstrated by examination and/or proficiency test that he is ready to do so.
- B. The duties of an Apprentice shall be as outlined in the Schedule of Training of the Ministry of Colleges and Universities.
- C. The ratio of one (1) Apprentice or Groundman to each Lineman shall not be exceeded in the shop, Foremen included. Apprentices and Groundmen shall work only under the direction of a Lineman.
- D. New Apprentices will not be indentured by a Contractor if qualified indentured Apprentices are on the out of work list.

603 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.

604 GENERAL

- A. The above classifications will cover the total extent of the work to be performed by the Company.
- B. Any classifications of workmen required to drive a vehicle shall have a Class "A" driver's license.
- C. **Underground Work** - With the consent of the Business Manager special manpower accommodations may be made for underground duct installations and underground municipal distribution work.
- D. **Utility Assist** - With the consent of the Business Manager the setting of poles and anchors shall be performed by a qualified Lineman and Groundman Operator with the help of Utilitymen hired locally. Workmen hired under these circumstances shall apply for IBEW membership.
- E. To improve the competitive position of our Union Contractors and Employees, the Provincial Joint Line Committee shall be empowered to negotiate adjustments and/or changes to this Agreement, subject to the approval of the E.T.B.A. of the E.C.A.O. and the IBEW-CCO.

605 CLASSIFICATION PROCEDURE

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, trade certification and in agreement with the Union.

- C. An Employee who deems himself improperly classified shall have the right to appeal to the Joint Conference Board.

SECTION 7 - HIRING PROCEDURE

700 HIRING

The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all Linework in his home area. The Contractor shall have the right to select and name hire all 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.

701 WORKING CARD

If the Local Union is unable to furnish certified workmen to the Contractor within three (3) working days of the time the Union Office receives the request for men (excepting Saturdays, Sundays and Holidays) the Contractor shall be afforded the right to employ certified workmen as are available. The Local Union will issue clearance cards to workmen hired in these circumstances who may be replaced by certified 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 MOBILITY

It is further 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.

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 a Contractor obtains work outside of his home area, Local Union 353 and Local Union 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. The Contractor agrees to notify the Local in whose jurisdiction he has obtained the work of the names and classifications of men he is bringing into the area, prior to any crew movement.

703 EMPLOYMENT PRIORITY

In all cases of layoff, the Local Union members shall retain employment priority.

704 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.

705 LAYOFF NOTIFICATION

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.

SECTION 8 - HOURS OF WORK, HOLIDAYS AND VACATION

800 REGULAR HOURS

The regular hours of work shall be eight (8) hours per day on the job, Monday through Friday inclusive between the hours of 8:00 a.m. and 4:30 p.m.

The above hours may be worked equally over any four (4) consecutive days, Monday to Friday inclusive.

801 ADJUSTMENT OF HOURS

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 (1/2) 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 WORK BREAKS

Employees shall have a fifteen (15) minute rest period at mid morning and fifteen (15) minute rest period at mid afternoon, these rest periods shall also apply to all overtime and shift work.

803 STATUTORY HOLIDAYS

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

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

Heritage Day shall be added as a Statutory Holiday if and when it is legislated by the Federal Government.

804 OVERTIME

All work performed outside of regular working hours except shifts and callouts shall be paid in the following manner:

Monday to Friday inclusive

Work performed for the first four (4) hours after the regular quitting time shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

Saturday

Work performed between 8:00 a.m. and 12:00 noon shall be paid for at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

All work performed on new overhead line construction, or when working with a utility which pays double (2) time for Saturday, shall be paid for at two (2) times the regular rate of pay.

Sundays and Statutory Holidays

All work performed on Sundays and Statutory Holidays shall be paid for at the rate of two (2) times the regular rate of pay.

805 SHIFTS

- (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. on 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.
- (5) Trouble shift work for utilities shall be paid at the straight time rate plus a premium of \$0.25 per hour. Saturday, Sunday will be paid for at the rate of one and one half (1-1/2) times the regular rate. Statutory Holidays will be paid at the rate of two (2) time the regular rate.

806 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 traveling and existing arrangements shall remain in force.

807 CALLOUT

Work performed as special calls without prior notification shall be paid at two (2) times the regular rate of pay. The minimum payment shall be three (3) hours at straight time.

808 REPORTING TIME

- A. If Employees are required by the Employer to report for work and if no work is available they shall receive two (2) hours pay.
- B. Workmen properly assigned to a job and who report at the regular starting time shall receive not less than two (2) hours pay.

This not to be construed to mean two (2) hours pay in addition to the hours actually worked in any one (1) work day.

SECTION 9 - WAGES AND PAYMENT METHOD

WAGES FOR REGULAR HOURS

900 REGULAR PAY

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

Date	Classification	Base Rate	VP&SHP Funds	Union Pack.	Wage Funds	Assoc. Funds
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Journeyman Lineman-Splicer

As per ICI Agreement

Apprentice:

1 st 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

1 st 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

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

Groundman

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

Utilityman

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

Forester

60% of the applicable Journeyman rate

- B. Groundmen, Utilitymen and 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 804.

901 SHIFT PAY

- A. Premiums for shift work shall be as outlined in Clause 805.

Shifts shall be as defined in Clause 805.

902 PAY WEEK

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

Wages shall be paid weekly at or before quitting time by cheque Thursday or direct deposit to the Employee's bank account by 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. A paystub showing all deductions will be issued weekly to the Employee at the jobsite. When a holiday falls on a pay day these days shall be moved ahead by one (1) day.

Each Employee shall be given a detailed record of his earnings in accordance with Federal and Provincial regulations.

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 the notification.

He shall receive his wages and E.I. Record of Employment at the time of layoff, if possible; failing that, they shall be mailed by registered mail to his home address within twenty-four (24) hours.

On Room & Board jobs, where there is no payroll office, his wages and E.I. Record of Employment shall be mailed by registered mail to the Employee's home address within twenty-four (24) hours of 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 registered mail his E.I. 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) hour's notice by any Employee who voluntarily terminates his employment.

905 PENALTIES

Failure of Contractor to comply with the requirements in Clauses 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. Effective January 1, 1989, when the Monday of a pay week is a Statutory Holiday, there shall be a twenty-four (24) hour grace period on the Penalty Clause as it applies to Clause 902.

906 VACATION & STATUTORY HOLIDAY PAY

Vacation and Statutory Holiday pay shall be at the rate of ten (10) percent of the hourly earnings of which four (4) percent shall be in lieu of Vacation Pay and six (6) percent shall be in lieu of Statutory Holiday Pay.

907 UNION FUND

See Clause 1000.

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 1401C shall apply.

910 WORK BREAKS

Work breaks shall be paid in accordance with Clause 802.

911 CALLOUT

Callout Time shall be paid in accordance with Clause 807.

912 ADJUSTMENTS

Adjustments in Union Funds shall be made in accordance with procedures followed for similar changes under the Principal Agreement between ETBA and IBEW-CCO.

SECTION 10 - BENEFIT PLAN

1000 UNION FUNDS

Union Dues to be paid into the Local Union where the work is being performed.

1001 ASSOCIATION FUNDS

Association Fund to be paid into the ECA area where the work is being performed.

SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES

1100 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 a twenty-four (24) kilometre radius from the designated crew headquarters where no travel time or mileage shall be paid.

Where existing free travel zones exceed the twenty-four (24) kilometre radius, they shall continue to apply.

There shall also be a forty (40) kilometre radius free travel zone for the Toronto area having its centre at the intersection of 401 Highway and Yonge Street. Transporting Company vehicles to and from the job site will be paid for at the straight time rate.

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 \$0.36 (effective May 1, 1999 \$0.37) per kilometre. If the Company wishes, it may supply the transportation in lieu of the cost of same. (See Clause 806.) All travel time beyond the free zones to be outside the regular eight (8) hours working day.

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 of \$0.36 (effective May 1, 1999 \$0.37) per road map kilometre.

E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$70.80 (effective May 1, 1999 71.60, effective May 1, 2000 \$72.60) per day

- worked for Room and Board including working days lost due to inclement weather.
- F. When other accommodations 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.

- C. The Company shall provide a safe and dry place for Employees' tools.
- D. The Foreman and the Job Steward shall jointly ensure that the Employee's tools 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.

SECTION 12 - TOOL LIST

1200 TOOLS

- A. The following tools will be supplied by:

Linemen

- 1 Set Belt and Spurs, to be in accordance with EUSA 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 Wood Rule
- 1 Nut & Bolt Bag
- 1 Ratchet handle with sockets (sizes as required)
- 1 Spud Wrench
- 1 -L Wrench
- * 1 Pair of Lineman Gloves

Splicers

- 1 Set Belt and Spurs to EUSA Standards
- 1 - 10" Adjustable Wrench
- 1 - 12" Adjustable Wrench
- 6 Screwdrivers, Robertson and standard types
- 1 Pair 9" Offset Cutting Pliers
- 1 Pair 8" Diagonal Pliers
- 1 Pair 8" Long Nose Pliers
- 1 - 10" Visegrip
- 1 Ball Peen Hammer
- 1 - 6' Folding Wood Rule (Imperial and Metric)
- 1 - 12' x 3/4" Steel Tape (Imperial and Metric)
- 1 Nut and Bolt Bag
- 1 Tool Box
- 1 Ratchet Handle with sockets (sizes as required)
- 1 - 6" Square
- 1 Adjustable Hacksaw Frame
- *3 Bastard Files, flat, round and half-round
- *1 Medium rasp
- 1 - 4" Centre punch
- *1 set of Cable preparation knives
- *1 Pair of Lineman Gloves

*The Company shall replace files, rasps, 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 place for storage.

SECTION 13 - GRIEVANCE PROCEDURE AND ARBITRATION

1300 GRIEVANCE PROCEDURE

Any grievance arising concerning the interpretation, application, administration or alleged violation of this 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 Provincial Joint Line Committee.

Step 3: The Provincial Joint Line Committee shall meet with the Local Union and the Contractor Representative within seven (7) days of receipt of the grievance and shall render a decision at the earliest possible date, but in no case later than ten (10) working days from the date of hearing.

Step 4: Failing settlement of the grievance by the Provincial Joint Line Committee, it shall, by mutual consent, be referred to the Electrical Trade Joint Board which shall meet and render a final and binding decision. 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.

1301 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 Provincial Joint Line Committee.

1302 NOTICE

Prior notice of all grievances whether referred to the Provincial Joint Council or referred to Arbitration under Section 133 of the OLRA shall be given to the respective Secretaries of the ETJB.

1303 STRIKE/LOCKOUT

During the terms of this Agreement, there shall be no strike by the Union and there shall be no lock-out by the Contractor.

1304 NO LEGAL COUNSEL

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

1305 ARBITRATION

Differences between the Parties not dealt with by the foregoing provision may be referred to Arbitration pursuant to Section 48 of the OLRA but only after Steps 1 through 3 in Clause 1300 have been followed.

The expense of the 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 nor to give any decision inconsistent with the terms and conditions of this Agreement.

1306 SAVING CLAUSE

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

1307 TIME LIMITS

Any of the time limits provided in the Grievance Procedure may be extended by mutual agreement of the Parties.

1308 PROVINCIAL JOINT LINE COMMITTEE

The Provincial Joint Line Committee shall be comprised of Representatives of L.U. 353, L.U. 1687, IBEW-CCO and the ECAO Standing Line Committee. The PJLC has the power to deal with disputes, interpretations, industry promotion, and all such matters at the Provincial level, but is not empowered to alter this Agreement or change its intent.

Should any matter require final resolution by a vote or ballot, the Contractor and Union parties shall each cast four (4) votes.

The PJLC shall hold a meeting within one (1) week following the request of either Party.

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 individual company safety manuals or owner/client safety policies.

1401 SAFETY

- 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 their 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 promptly to the Contractor's Office. Copies of WSIB Form 7 shall be forwarded to the Union Office for all lost time accidents.
- 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 1200). The Safety Helmet shall bear the Canadian Standards Associations Approval - Class B - CAS-Z-94-1. All other safety devices and safety equipment shall be supplied by the Company, as outlined above.

SECTION 15 - WORKING CONDITIONS

1500 DRINKING WATER

The Employer will be responsible for fresh drinking water on all jobs.

1501 DIRTY JOBS

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.

1502 RAINWEAR

Rainwear shall be provided by the Contractor when the conditions so warrant.

1503 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.

1504 STOREKEEPER

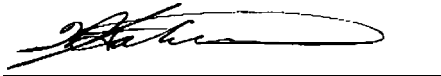
Where there is a full time Storekeeper required on a project, he shall be a Journeyman Lineman and preference shall be given to older members.

SECTION 2000A - SIGNING PAGE

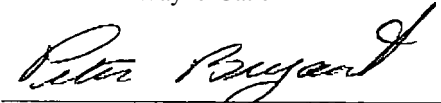
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Agreed to at Toronto, Ontario
this 1st day of May, 1998.

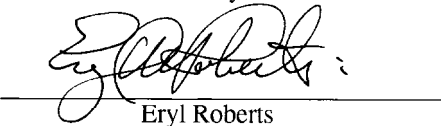
For the Electrical Contractors
Association of Ontario:



Wayne Gatiem



Peter Bryant



Eryl Roberts

For the IBEW Construction
Council of Ontario:



Larry Lineham

LETTER OF UNDERSTANDING

THE PARTIES AGREE THAT, DUE TO THE UNIQUE NATURE OF THE WORK INVOLVED, THE POLICY REGARDING MAKE UP TIME SHALL BE AS FOLLOWS:

The Employees may make up for lost time providing they do not work more than 40 hours per week, or 10 hours per day, at the straight time rate, Monday to Friday inclusive.

Sincerely,

Larry Lineham,
Chairman IBEW-CC0
Line Committee

Wayne Gatien,
Chairman ETBA
Line Committee

**COMMUNICATIONS
SECTION
AGREEMENT**

between

**THE ELECTRICAL TRADE BARGAINING AGENCY
OF THE ELECTRICAL CONTRACTORS
ASSOCIATION OF ONTARIO
and all other Signatories to this Agreement
(hereinafter called the "Contractor")**

and

**THE IBEW CONSTRUCTION COUNCIL OF ONTARIO
(hereinafter called the "Union")**

Expiry date: April 30,2001

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SECTION 1 - INCLUSIONS

100 In addition to Sections 1 - 20 of the Principal Agreement and Local Union Appendices, unless otherwise noted, this Agreement shall apply to any Contractor whose business includes the performance of work as described in Section 2 herein in the Province of Ontario.

SECTION 2 - SCOPE - (Complements Section 200 of the Principal Agreement)

200 This Agreement covers all Employees of the Company engaged in the installation, maintenance, repair or service of all telephone interconnect and data systems including, but not restricted to, input data or voice lines, interface lines, acquisition lines, data reporting lines, local area networks, video distribution and related peripheral equipment for the above.

FOR SCOPE OF WORK IN OCCUPIED PREMISES SEE SECTION 1300.

201 This Agreement does not cover work that properly comes under the work jurisdiction of IBEW members employed under the provincial Section of the Principal Agreement.

Specifically the work not covered by this Agreement shall include but not be limited to the following:

The installations of all conduit, raceways, cable trays, and the pulling of all cables related to industrial process, building automated systems, fire and burglar alarms, and nurse call systems.

202 Should the Parties differ on the assignment of work as described above, the issue will be referred immediately to the Principals representing the ETBA and the IBEW/GCO.

If agreement cannot be reached the matter will be referred to the IBEW 1st District Vice President for final determination.

The work under dispute will continue to be performed by the Contractor until resolved as above. If the work under dispute is found to have been improperly assigned damages, if any, against the Contractor will be limited to the difference in wages between the Employees that performed the work and the Employees that should have performed the work.

SECTION 3 - CLASSIFICATIONS

300 EMPLOYEE CLASSIFICATIONS

- A. Communications Electrician
- B. Apprentice Wireman
- C. Communications Cable Installer

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

301 CLASSIFICATION DEFINITIONS

(1) Communications Electrician

A Communications Electrician shall be a Journeyman Electrician as defined under the

Trades Qualification and Apprenticeship Act and Regulations. In addition to being capable of directing other Employees they shall be fully qualified in all facets of the trade and have completed the additional training programs as prescribed herein.

(2) Apprentice Wireman

- A. All Apprentices shall be governed by this Agreement and the Trades Qualification and Apprenticeship Act.
- B. The approval of the qualifications of the applicant Apprentice, his registration and supervision of his 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.
- C. All Apprentices must work under the direction of a Communications Electrician.

(3) Communications Cable Installer

An Employee whose duties shall consist of the installation of communications cables as defined in Section 2.

This does not include the termination of cables or the installation of associated equipment.

When filling these positions preference will be given to unemployed Apprentice Wiremen that have not progressed beyond 2nd term,

Cable Installers may be promoted to the Senior Technician Classification by the Contractor.

SEE LETTER OF UNDERSTANDING RE: AMENDMENTS TO COMMUNICATIONS AGREEMENT.

SECTION 4 - EMPLOYEE RATIOS

400 EMPLOYEE RATIOS

The ratio of Communications Electrician to Apprentice Wireman shall be continued as per the Principal Agreement.

A Communications Electrician will supervise all jobs. On each job the Employer will be allowed a total of three (3) Apprentice Wiremen or Communications Cable Installers to each Communications Electrician.

The parties to this Agreement may agree to alter this ratio on a job to job basis.

On all jobs requiring five or more Employees, one (1) shall be designated as Foreman by the Employer and paid as per the Local Union Appendix.

SECTION 5 - HIRING AND LAYOFF PROCEDURE

500 All hiring shall be done in accordance with Section 7 of the Principal Agreement. This procedure is governed by the following two Letters of Understanding:

- 1) Mobility of Communications Electricians, Apprentice Wiremen, and Communication Cable Installers performing work under Section 200.
- 2) Rates of pay, classification and transfer.

SECTION 6 - HOURS OF WORK

601 NEW CONSTRUCTION

As per Principal Agreement.

SECTION 7 - OVERTIME

701 OVERTIME - NEW CONSTRUCTION

As per Principal Agreement.

SECTION 8 - SHIFTS

- 800 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.
- 801 No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid.
- 802 Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts and must be relieved for a rest period of at least eight (8) hours.
- 803 Notwithstanding Clause 800, 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. on 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.

SECTION 9 - WAGES

- 900 The hourly rates of pay shall be as follows:

Foreman

As per Principal Agreement.

Communications Electrician

As per Principal Agreement for Journeyman Wireman.

Apprentice Wireman

As per Principal Agreement.

Communications Cable Installer

- 1 st Term - Start Rate: 40% of Communications Electrician
- 2nd Term - after 1800 hours: 50% of Communications Electrician
- 3rd Term - after 3600 hours: 60% of Communications Electrician
- 4th Term - after 5400 hours: 70% of Communications Electrician

SECTION 10 - TRAVEL AND SUBSISTENCE ALLOWANCES

- 1000 As per Principal Agreement,

SECTION 11 - TOOLS

- 1100 As per Principal Agreement.

SECTION 13 - COMMUNICATIONS WORK IN OCCUPIED-PREMISES

1300 NEW CONSTRUCTION

- A. This Agreement covers all Employees of the Company engaged in the installation, maintenance, repair or service of all telephone, interconnect, and data systems, including but not limited to, input data or voice lines, interface lines, acquisition lines, data reporting lines, local area networks, video distribution and related peripheral equipment for the above in existing occupied premises in Commercial, Institutional and Residential buildings. This Clause may be used to perform communications work in the "commercial" or "administrative" facilities on industrial premises.

This Agreement does not cover work that properly comes under the jurisdiction of IBEW members employed under the Provincial Section of the Principal Agreement.

Specifically the work not covered by this Agreement shall include but not be limited to the following:

The installation of all conduit, raceways, cable trays, and the pulling of all cables relating to industrial process, building automation systems, fire and burglar alarms, and nurse call systems.

- B. The parties agree that those Employees listed in Appendix A (as at February 14, 1995) who are either currently employed or who have been previously employed under the Communications Agreement will continue to receive the full ici wages and benefits as contained in the Principal Agreement. If agreed by the Employee and the Business Manager the above listed Employees may voluntarily work under the provisions as contained in Clause 1303 (4).

note: the Local Union and the Employers will provide an agreed to list of all non Certificate of Qualification Communications Electricians and Communications Cable Installers.

- C. All current jobs being performed in Occupied Premises under the terms of the Principal Agreement as at February 14, 1995 shall continue to be performed under the wages and benefits of the Principal Agreement and shall not be altered during the term of this Agreement, unless by mutual consent.

1301 DEFINITION OF OCCUPIED PREMISES

An Occupied Premises is a building or space inhabited, held or occupied by existing residents, renters, tenants or occupants.

1302 CLASSIFICATIONS (Complements Section 300 of Communications Section Agreement)

Employee Classifications

- A. Senior Technician.
- B. Technician Level 1 (65%), Level 2 (80%)
- C. Cable Installer (50%)

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

1303 CLASSIFICATION DEFINITIONS

(1) **Senior Technician**

An Employee who, by training or experience is capable of installing, terminating and testing all types of communication cabling. They may also design cabling layout and supervise Technicians.

(2) **Technician**

A Technician shall be responsible for installing all types of communication cable. They may also terminate and test cabling, under the supervision of a Senior Technician and shall be able to work alone when performing service work.

Technicians shall advance from level to level after two thousand (2000) hours of work experience at each level. Technicians shall not advance to Senior Technician until he or she has completed an agreed upon industry education program as prescribed by the Ontario Communication Training Trust Fund.

(3) **Cable Installers**

An Employee whose duties shall consist of installation of communications cables as defined in Section 1300. This does not include the termination of cables or the installations of associated equipment. Cable Installers may be promoted to the Senior Technician Classification by the Contractor.

(4) **Communication Electrician**

A Communications Electrician may take a position as a Senior Technician and may be paid in accordance with the Senior Technician wage schedule. Apprentice Wiremen may take a position as a Technician and may be paid in accordance with the Technician wage schedule.

1304 EMPLOYEE RATIOS

On each job the Employer will be permitted a total of three (3) Technicians or Cable Installers to each Senior Technician, and a minimum of one (1) Senior Technician on each job excluding the provision for service work as outlined in 1303 (2).

The Parties to this Agreement may agree to alter this ratio on a job by job basis.

On all jobs requiring five (5) or more Employees working under the terms of this Section one (1) Senior Technician shall be designated as Foreman by the Employer shall be paid ten (10) percent above the Senior Technician's wage package while acting in the capacity of Foreman,

1305 HOURS OF WORK

The regular hours of work shall be forty (40) hours per week. The normal work day shall be eight consecutive hours of work between 8:00 a.m. and 4:30 p.m. exclusive of a one-half (1/2) hour lunch period. The above hours may be worked equally over any four (4) consecutive days, Monday to Friday inclusive. The start time may be varied between 7:00 a.m. and 9:30 a.m. with twenty-four (24) hours prior notice being given to the Employee.

Work Breaks

Employees shall have a paid fifteen (15) minute rest period at mid morning and a paid fifteen (15) minute rest period at mid afternoon. These rest periods shall apply to all overtime and shift work.

1306 OVERTIME

If the work week is compressed to four (4) days, work performed on the 5th work day excluding Saturdays, Sundays, and Statutory Holidays will be paid at time and one half (1 1/2) for the first eight (8) hours of work and double (2) time for any hours worked in excess of eight (8) hours.

All hours worked in excess of the regular hours as set out in 1305 shall be paid as follows:

Monday through Friday

Time and one half (1 1/2) the applicable wage rate for the first two (2) hours and double (2) time thereafter.

Saturday

Time and one half (1 1/2) the applicable wage rate for the first eight (8) hours and double (2) time thereafter.

Sunday and Statutory Holidays

Double (2) time the applicable wage rate for all hours worked.

1307 SHIFTS

- Monday to Friday coverage.
- Minimum of three consecutive days.
- Shift premium of \$2.00 per hour for all classifications.

1308 TRAVEL AND SUBSISTENCE ALLOWANCE

Where an Employee is required to travel to distant work sites away from the Employee's normal place of hire and where the Employee would not normally be expected to return home daily, the following provisions shall apply:

Time spent travelling to the distant work site will be paid at the straight time rate of pay for the initial and return trip to the distant work site. For Employees who use their own vehicles, they will be compensated for mileage at the applicable mileage rate per kilometre as contained in the Principal Agreement.

For Employees who use the Employer's vehicle there will be no mileage reimbursement.

Where an Employee both travels and works in any one (1) day totalling ten (10) hours, compensation shall be paid for the Employee's total time and the Employee will not be expected to return home that day.

No Employee shall be required to travel more than eight (8) hours in one (1) day.

Where an Employee is required to incur room, board and subsistence expenses on behalf of the Employer he/she shall be reimbursed for all vouchered expenses.

1309 TOOLS

The Employer shall provide all standard hand tools.

1310 WAGES

Wages and Benefits for Communications Work in Occupied Premises. See schedules.

1311 MOBILITY

Should the Contractor obtain work under this Section outside of his home area he shall be permitted to bring in his own crews and hire any additional Employees through the Local Union.

The above is subject to the following conditions:

- (1) The Employer shall notify the appropriate Local Union Business Manager upon entering and leaving the Local Union jurisdiction.
- (2) The Employer will pay working dues to the Local Union as described in the Local Union Appendices.

**1310.A – WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
L.U. 353 - TORONTO**

	Date	Base Rate	V.P.* S.H.P.	Union** Funds	Wage Package	ECA*** Fund	Total Package
Senior Technician	May 1, 1998	\$19.84	\$1.98	\$3.52	\$25.34	\$0.19	\$25.53
	May 1, 1999	\$20.28	\$2.03	\$3.55	\$25.86	\$0.19	\$26.05
	May 1, 2000	\$20.78	\$2.08	\$3.60	\$26.46	\$0.19	\$26.65
Foreman 110%	May 1, 1998	\$21.95	\$2.20	\$3.72	\$27.87	\$0.19	\$28.06
	May 1, 1999	\$22.43	\$2.24	\$3.78	\$28.45	\$0.19	\$28.64
	May 1, 2000	\$22.98	\$2.30	\$3.83	\$29.11	\$0.19	\$29.30
Technicians Level 2 Level 1	May 1, 1998	\$15.62	\$1.56	\$3.09	\$20.27	\$0.19	\$20.46
		\$12.45	\$1.25	\$2.77	\$16.47	\$0.19	\$16.66
	Cable Installers	\$9.28	\$0.93	\$2.46	\$12.67	\$0.19	\$12.86
Technicians Level 2 Level 1	May 1, 1999	\$15.97	\$1.60	\$3.12	\$20.69	\$0.19	\$20.88
		\$12.73	\$1.27	\$2.81	\$16.81	\$0.19	\$17.00
	Cable Installers	\$9.50	\$0.95	\$2.48	\$12.93	\$0.19	\$13.12
Technicians Level 2 Level 1	May 1, 2000	\$16.37	\$1.64	\$3.16	\$21.17	\$0.19	\$21.36
		\$13.06	\$1.31	\$2.83	\$17.20	\$0.19	\$17.39
	Cable Installers	\$9.75	\$0.98	\$2.50	\$13.23	\$0.19	\$13.42

* V.P.& S.H.P. 10% of base rate.

** Breakdown of Union Funds:

May 1, 1998 to May 1,2000 - Health&Welfare - \$1.25, Union Dues - \$0.08, Training OCTTF - \$0.05, CCO - \$0.15, RRSP - 10% of base rate.

***Breakdown of Industry Fund:

May 1, 1998 to May 1,2000 - Association Fund - .18, Bill 1.58 Fund - .01.

**1310.B – WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
L.U. 586 - OTTAWA**

	Date	Base Rate	V.P.* S.H.P.	Union** Funds	Wage Package	ECA*** Fund	Total Package
Senior Technician	May 1, 1998	\$19.83	\$1.98	\$3.53	\$25.34	\$0.17	\$25.51
	May 1, 1999	\$20.26	\$2.03	\$3.57	\$25.86	\$0.17	\$26.03
	May 1, 2000	\$20.76	\$2.08	\$3.62	\$26.46	\$0.17	\$26.63
Foreman 110%	May 1, 1998	\$21.94	\$2.19	\$3.74	\$27.87	\$0.17	\$28.04
	May 1, 1999	\$22.42	\$2.24	\$3.79	\$28.45	\$0.17	\$28.62
	May 1, 2000	\$22.96	\$2.30	\$3.85	\$29.11	\$0.17	\$29.28
Technicians Level 2 Level 1	May 1, 1998	\$15.60	\$1.56	\$3.11	\$20.27	\$0.17	\$20.44
		\$12.44	\$1.24	\$2.79	\$16.47	\$0.17	\$16.64
	Cable Installers	\$9.26	\$0.93	\$2.48	\$12.67	\$0.17	\$12.84
Technicians Level 2 Level 1	May 1, 1999	\$15.96	\$1.59	\$3.14	\$20.69	\$0.17	\$20.86
		\$12.72	\$1.27	\$2.82	\$16.81	\$0.17	\$16.98
	Cable Installers	\$9.48	\$0.95	\$2.50	\$12.93	\$0.17	\$13.10
Technicians Level 2 Level 1	May 1, 2000	\$16.36	\$1.63	\$3.18	\$21.17	\$0.17	\$21.34
		\$13.05	\$1.30	\$2.85	\$17.20	\$0.17	\$17.37
	Cable Installers	\$9.74	\$0.97	\$2.52	\$13.23	\$0.17	\$13.40

* V.P.& S.H.P. 10% of base rate.

** Breakdown of Union Funds:

May 1,1998 - May 1,2000: Health & Welfare - \$1.25, Union Dues - \$0.10, Training OCTTF - \$0.05, CCO - \$0.15, Pension - 10% of base rate.

***Breakdown of Industry Fund:

May 1, 1998 to May 1,2000: Association Fund - .17

**1310.C – WAGES AND FRINGE BENEFITS - COMMUNICATIONS AGREEMENT
FOR OTHER AREAS**

	Date	Base Rate	V.P.* S.H.P.	Union** Funds	Wage Package	ECA*** Fund	Total Package
Senior Technician	May 1, 1998				\$25.34		
	May 1, 1999				\$25.86		
	May 1, 2000				\$26.46		
Foreman	May 1, 1998				\$27.87		
110%	May 1, 1999				\$28.45		
	May 1, 2000				\$29.11		
Technicians	May 1, 1998						
Level 2					\$20.27		
Level 1					\$16.47		
Cable Installers					\$12.67		
Technicians	May 1, 1999						
Level 2					\$20.69		
Level 1					\$16.81		
Cable Installers					\$12.93		
Technicians	May 1, 2000						
Level 2					\$21.17		
Level 1					\$17.20		
Cable Installers					\$13.23		

* V.P.& S.H.P. 10% of base rate.

** Breakdown of Union Funds:

May 1, 1998 to May 1,2000: Health & Welfare - \$1.25, Union Dues according to area, Training OCTTF - \$0.05,
CCO - \$0.15, RRSP - 10% of base rate.

***Breakdown of Industry Fund:

May 1, 1998 to May 1,2000: According to area.

To calculate base rate, V.P./S.H.P., and RRSP amount:

- Subtract Health and Welfare, Union Dues, Training Fund, CCO Fund from the Wage Package.
- Divide the remainder by 120% and the outcome is the base rate.
- Ten percent of the base rate is the V.P./S.H.P. amount.
- Ten percent of the base rate is the RRSP amount to be added to Union Funds.
- Verify by adding base rate + V.P./S.H.P. + Union Funds.
- The total should equal the wage package. Rounding adjustments should be made to the V.P./S.H.P.
- Add to the wage package the ECA fund for the area to get Total Package.

SECTION 2000B - SIGNING PAGE

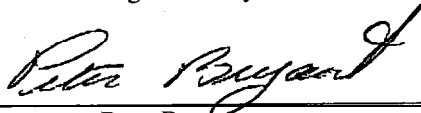
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Agreed to at Toronto;Ontario, this 1st day of May, 1998.

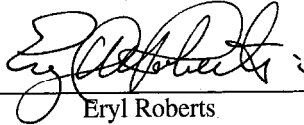
For the Electrical Trade Bargaining
Agency of the Electrical Contractors
Association of Ontario and all its
member Contractors



George Docherty

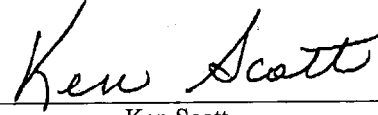


Peter Bryant

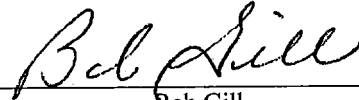


Eryl Roberts

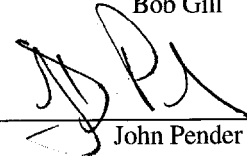
For the IBEW Construction
Council of Ontario and all its
affiliated local unions:



Ken Scott



Bob Gill



John Pender

LETTER OF UNDERSTANDING

Re: Mobility of Communications Electricians, Apprentice Wiremen, and Communications Cable Installers performing work under Sections 1 - 11.

When Contractors obtain work outside of their home areas they may bring in their own crews to perform the following work:

- 1) Short duration, multi-location work for a chain-store type client throughout the Province.
- 2) Supervision, speciality skills, commissioning, verification and certification work at any time during the course of a construction project. Speciality skills include, but are not limited to mean, manufacturer's specific training.
- 3) Any job requiring two or fewer Employees.

Any additional Employees shall be hired through the Local Union.

LETTER OF UNDERSTANDING

Re: Rates of Pay, Classification and Transfer

If the Union Hiring Hall is unable to supply a Communication Electrician with a required manufacturer's specific training, a Senior Technician who has the manufacturer's specific training shall be able to work as Communication Electrician on termination, testing and commissioning on commercial, and institutional work provided that they receive communication electrician rate of pay. This Clause applies on a job by job basis with clearance being given by the Business Manager. If at April 30th 2001 either Party does not agree to the continuation of this Clause, it will be deleted.

LETTER OF UNDERSTANDING

Re: Manufacturer's Specific Training

The IBEW-CCO and the ETBA commit to negotiate with certifying manufacturers providing inside Journeymen Wiremen Manufacturer's Specific Training through the Joint Electrical Promotion Plan (JEPP).

LETTER OF UNDERSTANDING

Re: Occupied Premises Provisions

The intent of Article 1300 B and 1300 C is that all persons listed as Communications Electricians, Communication Cable Installers, Wiremen and Apprentice Wiremen as at February 14, 1995 will be employed at the ICI rate when working on all future communications work.

It is the intention of the parties that the work protected by Article 1300 B and 1300 C is all communication work in unoccupied premises and all other communications work currently performed at the ICI rate.

It is further agreed by the parties that where communication work is currently not being performed by members of the IBEW a local business manager has the discretion to apply the occupied premises Clause to the work in question.

LETTER OF UNDERSTANDING

Re: Communication Probationary Employees

The Electrical Contractors Association of Toronto and Local 353 of the IBEW agree as follows with respect to probationary Employees under the communications provisions of the collective agreement:

New Employees hired to work under this agreement shall be considered probationary Employees for a period of six months from their date of hire. During this probationary period the Employer may terminate the Employee or the union may withdraw the Employees clearance from the union hiring hall. It is understood that Employees hired under this agreement who are not registered apprentices or journeymen electricians shall only perform communication work in occupied premises.

Signed November 15, 1995.

LETTER OF UNDERSTANDING

Re: Communication Cable Installers - New Construction

The Electrical Contractors Association of Toronto and Local 353 of the IBEW agree that Cable Installers employed on new construction shall be permitted to terminate cables at the work station (user) end.

Signed November 15, 1995.

2001 NEW SIGNATORIES - Voluntary Recognition Agreement

To Whom It May Concern:

This will acknowledge receipt of a copy of the Principal Agreement, Provincial Linework Agreement, Communications Agreement and Local Union Appendices covering all Electrical Work as agreed to by the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario representing the following affiliated Local Unions, 105, 115, 120, 303, 353, 402, 530, 586, 773, 804, 894, 1687 and 1739. This Agreement became effective May 1, 1998 and will expire on April 30, 2001.

We have examined this Agreement and the firm I represent agrees to comply with the hours, wages and conditions of employment as set forth therein. The affixing of my signature to this Voluntary Recognition Agreement shall be as binding on the firm I represent as though my signature was affixed to the Principal Agreement, Local Appendices and applicable Amendments thereto.

We further agree that any renewal or revision thereof negotiated between the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, will be binding upon both of the parties signatory to this Voluntary Recognition Agreement.

This understanding shall become effective on _____ in the year of _____ and remain in effect from year to year thereafter, or until notice to terminate is given under provisions Section 3 of the said Agreement.

SIGNED this _____ day of _____, in the year of _____, in _____, Ontario.

SIGNED FOR THE CONTRACTOR:

Registered Name of Company

Printed Name of Authorized Representative

Signature of Authorized Representative

Company Address and Telephone Number

SIGNED FOR THE UNION:

Local Union No. _____ of the International Brotherhood of Electrical Workers, on its own behalf and on behalf of the International Brotherhood of Electrical Workers.

Signature of Authorized Representative

2001 NEW SIGNATORIES - Voluntary Recognition Agreement

To Whom It May Concern:

This will acknowledge receipt of a copy of the Principal Agreement, Provincial Linework Agreement, Communications Agreement and Local Union Appendices covering all Electrical Work as agreed to by the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario representing the following affiliated Local Unions, 105, 115, 120, 303, 353, 402, 530, 586, 773, 804, 894, 1687 and 1739. This Agreement became effective May 1, 1998 and will expire on April 30,2001.

We have examined this Agreement and the firm I represent agrees to comply with the hours, wages and conditions of employment as set forth therein. The affixing of my signature to this Voluntary Recognition Agreement shall be as binding on the firm I represent as though my signature was affixed to the Principal Agreement, Local Appendices and applicable Amendments thereto.

We further agree that any renewal or revision thereof negotiated between the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, will be binding upon both of the parties signatory to this Voluntary Recognition Agreement.

This understanding shall become effective on _____ in the year of _____ and remain in effect from year to year thereafter, or until notice to terminate is given under provisions of Section 3 of the said Agreement.

SIGNED this _____ day of _____, in the year of _____, in _____, Ontario.

SIGNED FOR THE CONTRACTOR:

Registered Name of Company

Printed Name of Authorized Representative

Signature of Authorized Representative

Company Address and Telephone Number

SIGNED FOR THE UNION:

Local Union No. _____ of the International Brotherhood of Electrical Workers, on its own behalf and on behalf of the International Brotherhood of Electrical Workers.

Signature of Authorized Representative

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SECTION 21- LOCAL APPENDIX - L.U. 105 - HAMILTON

Clause 602

FOREMEN

A Journeyman in charge of work where a number of Employees are employed, shall be designated as a Foreman.

A Foreman shall not displace a Journeyman on a job where overtime is being worked.

Workers are not to take directions or orders or accept the lay-out of any job from anyone except their Foreman.

All Foremen, including General Foremen, are covered by the terms of this Agreement.

Clause 603

PROPER PLACEMENT

The Contractor agrees to exercise sound reasoning in the proper placement of Employees, with respect to age and ability to climb. No Employee shall be discriminated against for refusal to climb.

Clause 707

RECALL

When mutually agreed, a Contractor having thirty (30) IBEW Employees or fewer, may place up to a maximum of fifteen (15) Employees on temporary layoff for a period not to exceed three (3) months.

The Contractor will remit funds equivalent to \$1.62 times thirty-six (36) hours per week on behalf of each Employee. RRSP contributions will be directed into a locked-in RRSP registered in the name of the Employee.

Either Party may terminate the temporary layoff by giving written notice to both the other Party and the Union.

The Contractor agrees to notify the Union of the names of all Employees temporarily laid off within forty-eight (48) hours.

**900 A.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
LOCAL UNION 105 - HAMILTON**

NOTE: for period starting May 1, 1998

	Effective Date	Base Rate	V.P. & S.H.P.	Taxable Union Funds	Nontaxable Union Funds		Wage Package	ECA Funds	Total Package	
					MRF	Other			When Assn fund not paid	When Assn fund paid
Journeyman	May 1, 1998	27.72	2.77	0.29	1.00	6.35	38.13	0.45	38.38	38.33
	May 1, 1999	28.39	2.84	0.30	1.00	6.35	38.88	0.45	39.13	39.08
	May 1, 2000	29.14	2.92	0.32	1.00	6.35	39.73	0.45	39.98	39.93
Foreman (10%)	May 1, 1998	30.73	3.07	0.29	1.00	6.35	41.44	0.45	41.69	41.64
	May 1, 1999	31.47	3.15	0.30	1.00	6.35	42.27	0.45	42.52	42.47
	May 1, 2000	32.31	3.23	0.32	1.00	6.35	43.21	0.45	43.46	43.41
Apprentices started after April 30, 1997										
May 1, 1998										
1st Period	at 40%	10.28	1.03	0.29	0.40	3.95	15.95	0.45	16.20	16.15
2nd Period	at 50%	13.20	1.32	0.29	0.50	4.35	19.66	0.45	19.91	19.86
3rd Period	at 60%	16.10	1.61	0.29	0.60	4.75	23.35	0.45	23.60	23.55
4th Period	at 70%	19.00	1.90	0.29	0.70	5.15	27.04	0.45	27.29	27.24
5th Period	at 80%	21.91	2.19	0.29	0.80	5.55	30.74	0.45	30.99	30.94
May 1, 1999										
1st Period	at 40%	10.55	1.05	0.30	0.40	3.95	16.25	0.45	16.50	16.45
2nd Period	at 50%	13.54	1.35	0.30	0.50	4.35	20.04	0.45	20.29	20.24
3rd Period	at 60%	16.50	1.65	0.30	0.60	4.75	23.80	0.45	24.05	24.00
4th Period	at 70%	19.47	1.95	0.30	0.70	5.15	27.57	0.45	27.82	27.77
5th Period	at 80%	22.45	2.24	0.30	0.80	5.55	31.34	0.45	31.59	31.54
May 1, 2000										
1st Period	at 40%	10.84	1.08	0.32	0.40	3.95	16.59	0.45	16.84	16.79
2nd Period	at 50%	13.91	1.39	0.32	0.50	4.35	20.47	0.45	20.72	20.67
3rd Period	at 60%	16.95	1.69	0.32	0.60	4.75	24.31	0.45	24.56	24.51
4th Period	at 70%	20.00	2.00	0.32	0.70	5.15	28.17	0.45	28.42	28.37
5th Period	at 80%	23.05	2.30	0.32	0.80	5.55	32.02	0.45	32.27	32.22

****SEE ATTACHED WAGE SCHEDULE FOR APPRENTICES WHO STARTED PRIOR TO MAY 1,1997

NOTES:

1. Union Administration Fund deduction: \$0.70 (\$0.71 - 1999; \$0.71 - 2000)
2. All Union, ECA Funds (Industry and Association Funds) are to be remitted by the 10th of the month following to: Hamilton Electrical Administration Funds, Suite 102, 370 York Boulevard, Hamilton, Ontario L8R 3L1
3. Owner Contractors are eligible for Health & Welfare Benefits (\$1.40) and the Retirement Fund (\$4.00). Contact Union for details. Retail Sales Tax (8%) is payable on Health & Welfare (\$1.40).
4. If the Association Fund \$0.20 is paid, the \$0.25 Special Union Fund is not payable. Goods & Services Tax (7%) is payable on the Association Fund.
5. **The Retirement Fund shall be pro-rated as shown above for all Apprentices who signed their contracts after April 30,1997.**

BREAKDOWN OF ECA FUNDS:

JEPP:	\$0.10
Education Fund:	\$0.10
Bill 162 Fund:	\$0.05
Association Fund:	\$0.20 (include 7% GST with remittance)

BREAKDOWN OF UNION FUNDS

Taxable:	Retirement Incentive Plan:	\$0.29 (\$0.30 - 1999; \$0.32 - 2000)
Nontaxable:	Health & Welfare:	(include 8% RST with remittance)
	CCO:	
	Training Trust Fund:	\$0.25
	Legal Fund:	\$0.05
	Special Union Fund:	\$0.25 See Note 4
*****	Retirement Fund:	\$4.00 See Note 5
	Retrocom Fund:	\$0.25

NOTE: The Market Recovery Fund (MRF) has been deducted from the "Base Rate" (\$0.90) and the "VP/SHP" (\$0.10)

FOR APPRENTICES: The Market Recovery Fund has also been pro-rated for Apprentices who signed their contracts after April 30,1997.

NOTE: for period starting May 1, 1997

	Effective Date	Base Rate	V.P. & S.H.P.	Taxable Union Funds	Nontaxable Union Funds		Wage Package	ECA Funds	Total Package	
					MRF	Other			When Assn fund not paid	When Assn fund paid
Apprentices started prior May 1, 1997										
	May 1, 1998									
1st Period	at 40%	9.74	0.97	0.29	1.00	6.35	18.35	0.45	18.60	18.55
2nd Period	at 50%	12.74	1.28	0.29	1.00	6.35	21.66	0.45	21.91	21.86
3rd Period	at 60%	15.74	1.57	0.29	1.00	6.35	24.95	0.45	25.20	25.15
4th Period	at 70%	18.73	1.87	0.29	1.00	6.35	28.24	0.45	28.49	28.44
5th Period	at 80%	21.73	2.17	0.29	1.00	6.35	31.54	0.45	31.79	31.74
	May 1, 1999									
1st Period	at 40%	10.00	1.00	0.30	1.00	6.35	18.65	0.45	18.90	18.85
2nd Period	at 50%	13.08	1.31	0.30	1.00	6.35	22.04	0.45	22.29	22.24
3rd Period	at 60%	16.13	1.62	0.30	1.00	6.35	25.40	0.45	25.65	25.60
4th Period	at 70%	19.20	1.92	0.30	1.00	6.35	28.77	0.45	29.02	28.97
5th Period	at 80%	22.26	2.23	0.30	1.00	6.35	32.14	0.45	32.39	32.34
	May 1, 2000									
1st Period	at 40%	10.29	1.03	0.32	1.00	6.35	18.99	0.45	19.24	19.19
2nd Period	at 50%	13.45	1.35	0.32	1.00	6.35	22.47	0.45	22.72	22.67
3rd Period	at 60%	16.58	1.66	0.32	1.00	6.35	25.91	0.45	26.16	26.11
4th Period	at 70%	19.72	1.98	0.32	1.00	6.35	29.37	0.45	29.62	29.57
5th Period	at 80%	22.86	2.29	0.32	1.00	6.35	32.82	0.45	33.07	33.02

Clause 900 A.2

PAY DEDUCTIONS FOR LATENESS

An Employee shall not be deducted more than fifteen minutes' time if late less than fifteen (15) minutes.

Clause 900 A.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

The portion known as Vacation Pay and Statutory Holiday Pay shall be paid to Employees weekly.

Tax on Vacation Pay and Statutory Holiday Pay is to be deducted weekly from the Employee's Gross Wages. On termination of employment, Vacation Pay will be shown on Separation Certificate.

Clause 900 A.4

Calculation of the increases for Foreman and Apprentices will be made as follows: the increase for the Journeyman will be multiplied by one hundred and ten (110) percent and added to the Foreman Wage Package; the increase for the Journeyman will be multiplied by the appropriate percentage for each Apprentice level and added to the Wage Package for that level.

Clause 1000

HAMILTON ELECTRICAL ADMINISTRATION FUNDS

The Contractors shall forward monthly such deductions as required to finance all Union, Association and other Funds to the Hamilton Electrical Administration Funds (HEAF). The amount established shall be for each paid hour during that month for all Employees employed by him and covered by this Agreement.

Monthly remittances covering payments required by Clauses 1000 A, 1000 B, 1002 and 1003, must be made by the tenth (10th) of the month following, and it is agreed that in the event of failure to comply with this provision for payment, the following penalties shall be paid to the HEAF for distribution.

For the default of payment after the tenth (10th) of the month that payment is due, a penalty of ten (10) percent of the gross amount of such Fund(s).

For the default of payment for each subsequent month after, a penalty of ten (10) percent per month of the gross amount of such Fund(s).

In the event that a remittance does not include all contributions, it will be held in escrow by the HEAF until such time as all funds receive their contributions.

The HEAF will ensure that aggregate remittances received are made to Local 105 three business days before the end of the month.

In the event that a remittance is sent to either Local 105 or ECA Hamilton directly, the recipient of the remittance will forward the remittance to the HEAF office for action.

Payment will be made for each fund to the HEAF together with all other funds. Failure to comply shall be a violation of this Agreement.

The ECAH or Local Union 105 shall have immediate recourse to the Grievance and Arbitration Procedure to secure payment on any monies outstanding, including any claim for liquidated damages.

Clause 1000 A

FUNDS PAYABLE TO LOCAL 105

Should Local 105 implement any new Funds or Plans, payments will be sent together with all other funds by one (1) cheque to the HEAF.

The Contractor shall check off increased amounts of Employees' wages for Taxable and Non-Taxable Union Funds when authorized by Local 105.

The Contractor shall reduce Taxable and Non-Taxable Union Fund deductions when authorized by Local 105. The full amount of reductions (with exception of monies paid into the Joint Electrical Promotion Plan) shall be passed on to the Employees in the form of wages, which includes Vacation and Statutory Holiday Pay.

Should Local 105 implement other funds, Contractors will include payments for these funds in the monthly remittance cheque.

(a) Union Administration Fund

There shall be a payroll deduction of \$0.70 (\$0.7 1, May 1, 1999) per paid hour for each Apprentice, Journeyman, Cardman and Foreman.

(b) Taxable Union Funds

(1) Retirement Incentive Plan

A remittance for each Employee covered under this Agreement, of \$0.29 (\$0.30 May 1, 1999; \$0.32 May 1,2000) per paid hour.

(c) Non-Taxable Union Funds

Remittances for each Employee covered under this Agreement, shall be as follows:

(1) Retirement Fund

the sum of \$4.00 per paid hour; except that Apprentices starting after April 30, 1997 will have this amount pro-rated in accordance with their term level;

(2) Health and Welfare Benefit Plan

the sum of \$1.40 per paid hour;

(3) the IBEW Construction Council of Ontario

the sum of \$0.15(\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per paid hour;

(4) Local 105 Market Recovery Fund

the sum of \$1.00 per paid hour; except that Apprentices starting after April 30, 1997 will have this amount pro-rated in accordance with their term level;

(5) Local 105 Training Trust Fund

the sum of \$0.25 per paid hour;

(6) Local 105 Legal Fund

the sum of \$0.05 per paid hour;

(7) Special Fund

the sum of \$0.25 per paid hour. In the event that the Association Fund (Clause 1000 B (a)) is remitted on the hours worked, this amount is not payable;

(8) Retrocom Fund

The sum of \$0.25 per paid hour.

Clause 1000 B

FUNDS PAYABLE TO ECA HAMILTON

(a) Association Fund

There shall be a Contractor contribution of \$0.20, or an amount to be identified by ECA Hamilton, per paid hour for each Apprentice, Journeyman, Cardman and Foreman.

Failure to comply shall be a violation of this Agreement.

The Association Fund amount shall not be shown on the Employee's earnings record slip.

(b) Education Fund

A Fund of \$0.10 per paid hour worked will be remitted to ECA Hamilton by Contractors and committed to the improvement of the skills and education of their members and Employees. The contribution will be actuarially adjusted to meet the actual costs of such a program.

The Education Fund amount shall not be shown on the Employee's earnings record slip.

Clause 1001

CREDIT UNION

The Contractor will deduct Credit Union Contributions from the Employees' wages provided that:

- (1) The Employee authorized the deductions from his wages, and
- (2) The Employee has been in the employ of the Contractor for at least two (2) weeks before the plan takes effect.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to the HEAF 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
23 Lesmill Road, Suite 207
Don Mills, Ontario
M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1003

BILL 162 FUND

Local 105 members eligible to collect WSIB payments will have their benefits paid by a Fund jointly trustee by and answerable to the Joint Conference Board. A Fund of \$0.05 per paid hour worked will be actuarially adjusted.

Clause 1004

JOINT EDUCATION COMMITTEE

The jointly trustee Education Committee will establish an annual curriculum and budget for presentation to the Joint Conference Board for its approval. The funding for the budget will be from the ECA Education Fund, with facilities being provided by Local Union 105.

Clause 1100

TRAVEL ALLOWANCES

The free zone shall be bounded on the south two hundred and seventy five (275) metres beyond a line starting at the boundary of Caistor and Seneca Township, westward beyond Caledonia, through Ohsweken and following the Brant-Norfolk County boundary to the westerly jurisdictional boundary. All jurisdictional area north of this line shall be in the free travel zone with the exception of the northeast corner bounded by the county road No. 22 that runs through Ash and Milton Heights, and the Lower Base Line. This area shall be known as the Milton area. All cities, towns, villages and hamlets on the boundaries shall be included in the free travel zone.

Clause 1101

Travel Allowance in the Milton area shall be \$17.52 (\$17.72 May 1, 1999, \$18.02 May 1, 2000) per day.

There shall be a travel allowance of \$17.52 (\$17.72 May 1, 1999, \$18.02 May 1, 2000) per day in the area two hundred and seventy five (275) metres beyond the south boundary of the free zone to two hundred and seventy five (275) metres south of a line starting at the boundary between the Counties of Oxford and Norfolk and continuing eastward through Waterford and Hagersville and then diagonally to Nelles Corners and eastward along No. 3 Highway to the jurisdictional boundary. This area shall be known as the Caledonia-Hagersville area. All cities, towns and villages and hamlets on this line shall be included in the \$17.52 (\$17.72 May 1, 1999, \$18.02 May 1, 2000) per day zone.

In the area two hundred and seventy five (275) metres south of the Caledonia-Hagersville area, travel allowance shall be **\$25.60 (\$25.80 May 1, 1999, \$26.10 May 1, 2000)** per day. This area shall be known as the Nanticoke area.

When the Contractor moves the Employee from job to job inside the free zone during working hours and does not provide transportation, then the Contractor will pay \$0.36 (\$0.37 May 1, 1999), per kilometre. Map over-rides boundaries as outlined above.

Clause 1102

PARKING

Every effort will be made by the Electrical Construction Association of Hamilton to secure adequate parking facilities at all major projects. In the downtown core area encompassed by Wellington Street, Arkledun Avenue, Cannon Street, and Queen Street, if parking facilities cannot be provided, the Contractors agree to reimburse the Employees working in this area for city bus fare both ways for each day worked. This applies to new construction only.

Clause 1103

INCLEMENT WEATHER

When work cannot be done due to inclement weather or other conditions beyond the control of the Union, full travel allowance shall be paid to Employees who have reported to the project.

Clause 1104

TOOLS CARRIED IN AN EMPLOYEE'S CAR

In addition to the Employee's tools, the amount of material and equipment carried in an Employee's vehicle shall be limited to the amount that can be carried in a normal size hand box.

Clause 1400

SAFETY

Safety training will be carried on under the authority of the Joint Education Committee.

It is understood that funding will not cover wages or loss of wages for those attending.

Clause 1500

RESIDENTIAL AGREEMENT

For information on the Residential Agreement, contact the offices of either the ECA Hamilton or Local 105, IBEW.

Clause 1600

MAINTENANCE/MINOR CONSTRUCTION AGREEMENT

For information on the Maintenance/Minor Construction Agreement, contact the offices of either the ECA Hamilton or Local 105, IBEW.

Clause 1801

APPRENTICES

a) **Ratio**

The Apprentice Ratio shall be as follows: (one (1) to the shop and one (1) for every three (3) Journeymen hired thereafter.

All Apprentices must work under the direction of a Journeyman.

SECTION 21- 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 shall be paid a minimum of five (5) percent above the rate of Journeyman.

Any job employing six (6) or more Employees shall have a Foreman in charge who shall be paid a minimum of ten (10) percent above the rate for Journeymen and shall be considered a Non-Working Foreman only when there are more than ten (10) Employees on the job. A Foreman shall supervise a maximum of fourteen (14) Employees.

When there are thirty (30) men including two (2) Foremen at

ten (10) percent then there shall be a General Foreman paid at eighteen (18) percent above the rate. One (1) General Foreman shall not supervise more than six (6) Foremen.

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.

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

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	Industry** Fund	Total Package
Journeyman	May 1, 1998	\$26.73	\$2.67	\$7.22	\$36.62	\$0.31	\$36.93
	May 1, 1999	\$27.41	\$2.74	\$7.22	\$37.37	\$0.31	\$37.68
	May 1, 2000	\$28.18	\$2.82	\$7.22	\$38.22	\$0.31	\$38.53
Foreman 5%	May 1, 1998	\$28.07	\$2.81	\$7.22	\$38.10	\$0.31	\$38.41
	May 1, 1999	\$28.78	\$2.88	\$7.22	\$38.88	\$0.31	\$39.19
	May 1, 2000	\$29.59	\$2.96	\$7.22	\$39.77	\$0.31	\$40.08
Foreman 10%	May 1, 1998	\$29.40	\$2.94	\$7.22	\$39.56	\$0.31	\$39.87
	May 1, 1999	\$30.15	\$3.02	\$7.22	\$40.39	\$0.31	\$40.70
	May 1, 2000	\$31.00	\$3.10	\$7.22	\$41.32	\$0.31	\$41.63
Foreman 18%	May 1, 1998	\$31.54	\$3.15	\$7.22	\$41.91	\$0.31	\$42.22
	May 1, 1999	\$32.34	\$3.23	\$7.22	\$42.79	\$0.31	\$43.10
	May 1, 2000	\$33.25	\$3.33	\$7.22	\$43.80	\$0.31	\$44.11
Apprentices	May 1, 1998						
40 1st Period		\$10.69	\$1.07	\$7.22	\$18.98	\$0.31	\$19.29
50 2nd Period		\$13.37	\$1.34	\$7.22	\$21.93	\$0.31	\$22.24
60 3rd Period		\$16.04	\$1.60	\$7.22	\$24.86	\$0.31	\$25.17
70 4th Period		\$18.71	\$1.87	\$7.22	\$27.80	\$0.31	\$28.11
80 5th Period		\$21.38	\$2.14	\$7.22	\$30.74	\$0.31	\$31.05
Apprentices	May 1, 1999						
40 1st Period		\$10.96	\$1.10	\$7.22	\$19.28	\$0.31	\$19.59
50 2nd Period		\$13.71	\$1.37	\$7.22	\$22.30	\$0.31	\$22.61
60 3rd Period		\$16.45	\$1.65	\$7.22	\$25.32	\$0.31	\$25.63
70 4th Period		\$19.19	\$1.92	\$7.22	\$28.33	\$0.31	\$28.64
80 5th Period		\$21.93	\$2.19	\$7.22	\$31.34	\$0.31	\$31.65
Apprentices	May 1, 2000						
40 1st Period		\$11.27	\$1.13	\$7.22	\$19.62	\$0.31	\$19.93
50 2nd Period		\$14.09	\$1.41	\$7.22	\$22.72	\$0.31	\$23.03
60 3rd Period		\$16.91	\$1.69	\$7.22	\$25.82	\$0.31	\$26.13
70 4th Period		\$19.73	\$1.97	\$7.22	\$28.92	\$0.31	\$29.23
80 5th Period		\$22.54	\$2.25	\$7.22	\$32.01	\$0.31	\$32.32

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.85, Pension - 3.50, CCO Fund - .15, Education Fund - .05, Benefit Fund - .10, Union Working Dues - .40, Recreation Fund - .02, Stabilization Fund - 1.00, Travel Fund - .15

** Breakdown of Industry Fund:

May 1, 1998: Association Fund - .21, JEPP - .10.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30, 2001 inclusive may be subject to amendment prior to expiry.

**900 B.2 - WAGES AND FRINGE BENEFITS - MAINTENANCE
L.U. 115 - QUINTE-ST. LAWRENCE**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	Industry** Fund	Total Package
Journeyman	May 1, 1998	\$22.72	\$2.27	\$7.22	\$32.21	\$0.31	\$32.52
	May 1, 1999	\$23.30	\$2.33	\$7.22	\$32.85	\$0.31	\$33.16
	May 1, 2000	\$23.95	\$2.40	\$7.22	\$33.57	\$0.31	\$33.88
Foreman 5%	May 1, 1998	\$23.86	\$2.39	\$7.22	\$33.47	\$0.31	\$33.78
	May 1, 1999	\$24.47	\$2.45	\$7.22	\$34.14	\$0.31	\$34.45
	May 1, 2000	\$25.15	\$2.52	\$7.22	\$34.89	\$0.31	\$35.20
Foreman 10%	May 1, 1998	\$24.99	\$2.50	\$7.22	\$34.71	\$0.31	\$35.02
	May 1, 1999	\$25.63	\$2.56	\$7.22	\$35.41	\$0.31	\$35.72
	May 1, 2000	\$26.35	\$2.64	\$7.22	\$36.21	\$0.31	\$36.52
General Foreman 18%	May 1, 1998	\$26.81	\$2.68	\$7.22	\$36.71	\$0.31	\$37.02
	May 1, 1999	\$27.49	\$2.75	\$7.22	\$37.46	\$0.31	\$37.77
	May 1, 2000	\$28.26	\$2.83	\$7.22	\$38.31	\$0.31	\$38.62
Apprentices 40 1st Period	May 1, 1998	\$9.09	\$0.91	\$7.22	\$17.22	\$0.31	\$17.53
50 2nd Period		\$11.36	\$1.14	\$7.22	\$19.72	\$0.31	\$20.03
60 3rd Period		\$13.63	\$1.36	\$7.22	\$22.21	\$0.31	\$22.52
70 4th Period		\$15.90	\$1.59	\$7.22	\$24.71	\$0.31	\$25.02
80 5th Period		\$18.18	\$1.82	\$7.22	\$27.22	\$0.31	\$27.53
Apprentices 40 1st Period	May 1, 1999	\$9.32	\$0.93	\$7.22	\$17.47	\$0.31	\$17.78
50 2nd Period		\$11.65	\$1.17	\$7.22	\$20.04	\$0.31	\$20.35
60 3rd Period		\$13.98	\$1.40	\$7.22	\$22.60	\$0.31	\$22.91
70 4th Period		\$16.31	\$1.63	\$7.22	\$25.16	\$0.31	\$25.47
80 5th Period		\$18.64	\$1.86	\$7.22	\$27.72	\$0.31	\$28.03
Apprentices 40 1st Period	May 1, 2000	\$9.58	\$0.96	\$7.22	\$17.76	\$0.31	\$18.07
50 2nd Period		\$11.98	\$1.20	\$7.22	\$20.40	\$0.31	\$20.71
60 3rd Period		\$14.37	\$1.44	\$7.22	\$23.03	\$0.31	\$23.34
70 4th Period		\$16.77	\$1.68	\$7.22	\$25.67	\$0.31	\$25.98
80 5th Period		\$19.16	\$1.92	\$7.22	\$28.30	\$0.31	\$28.61

* Breakdown of Union Funds:

May 1, 1998-2000 Health & Welfare - 1.85, Pension - 3.50, CCO Fund - .15, Education Fund - .05, Benefit Fund - .10, Union Working Dues - .40, Recreation Fund - 0.02 Stabilization Fund - 1 .00, Travel Fund - .15.

** Breakdown of Industry Fund:

May 1, 1998-2000 Association Fund - .21, JEPP - .10.

NOTE: On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30, 2001 inclusive may be subject to amendment prior to expiry.

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 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 1000

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 a per hour earned basis and remit the total to a Union-appointed professional Administrator.

Employee Wage Deductions	May 1, 1998	May 1, 1999	May 1, 2000
Employee Health & Welfare Fund	\$1.85	\$1.85	\$1.85
Employee Pension Fund	\$3.50	\$3.50	\$3.50
IBEW Construction Council Fund	\$0.15"	\$0.15"	\$0.15*
Local 115, IBEW Education Fund	\$0.05	\$0.05	\$0.05
Local 115, IBEW Benefit Fund	\$0.10	\$0.10	\$0.10
Union Working Dues	\$0.40	\$0.40	\$0.40
Recreation Fund	\$0.02	\$0.02	\$0.02
Stabilization Fund	\$1.00	\$1.00	\$1.00
Travel Fund	\$0.15	\$0.15	\$0.15
Sub-Total	\$7.22	\$7.22	\$7.22

"IBEW-CC0 Fund: (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158)

Employer Remittance

ECA Quinte-St. Lawrence Assoc. Fund	\$0.20	\$0.20	\$0.20
Bill 158 Fund	\$0.01	\$0.01	\$0.01
JEPP	\$0.10	\$0.10	\$0.10
Total Remittance per Employee per hour earned	\$0.31	\$0.31	\$0.31

Remittances must be made in accordance with Clause 1002.

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 wages and are taxable.
- (b) **Employee Benefits**
Employee deductions for Health & Welfare, Pension, Education, Benefit, 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**
Employer remittance to 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. This amount is remitted with the CCO Fund. The IBEW Construction Council of Ontario shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

- (e) **Journeyman Only - Optional Accessible Coverage**
Effective May 1, 1995, Journeymen can signify in writing to the Contractor at the time of hiring, or on the anniversary date of the contract their consent to deduct \$1.00 for each regular and \$2.00 for each double time hour worked to be remitted to the "IBEW Local 115 Optional Retirement Program". This deduction will remain in place until the next anniversary date of the contract.
- (f) **Reporting**
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.
- (g) **Penalty for Late Payment**
Any of the above remittances due by the fifteenth (15th) of the month and not received by the twenty-fifth (25th) of the same month will be considered overdue. Overdue remittances will be subject to a penalty of \$25.00 plus one-half (1/2) percent 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 twenty-fifth (25th) 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, 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 an eighteen (18) kilometre radius of the City Hall in each of the cities of Kingston, Belleville, Brockville and Cornwall. (See Map appended). The word “radius” shall be defined as straight line (i.e. not road kilometres).

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 \$0.36 (\$0.37 May 1, 1999) per kilometre to the job site and return, per work day, up to a maximum of \$44.00 (\$44.50 May 1, 1999, \$45.25 May 1, 2000) 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

When an Employee is required to travel beyond his “Home” free travel zone, mileage shall be paid from the edge of this free travel zone in accordance with above item 1101.

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 own vehicle for the convenience of the Contractor, said use shall be paid for at \$0.36 (\$0.37 May 1, 1999) per kilometre.

Clause 1500

DOMESTIC WORK:

Definition: All electrical work on the following types of construction. One Bay Service Stations and Stores with a frontage of not more than twenty-five (25) feet but not part of a Shopping Centre.

Wage Rate: Eighty-Five (85) percent of the construction rates. Domestic wage rates are outlined in 900 B.2.

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

Clause 1600

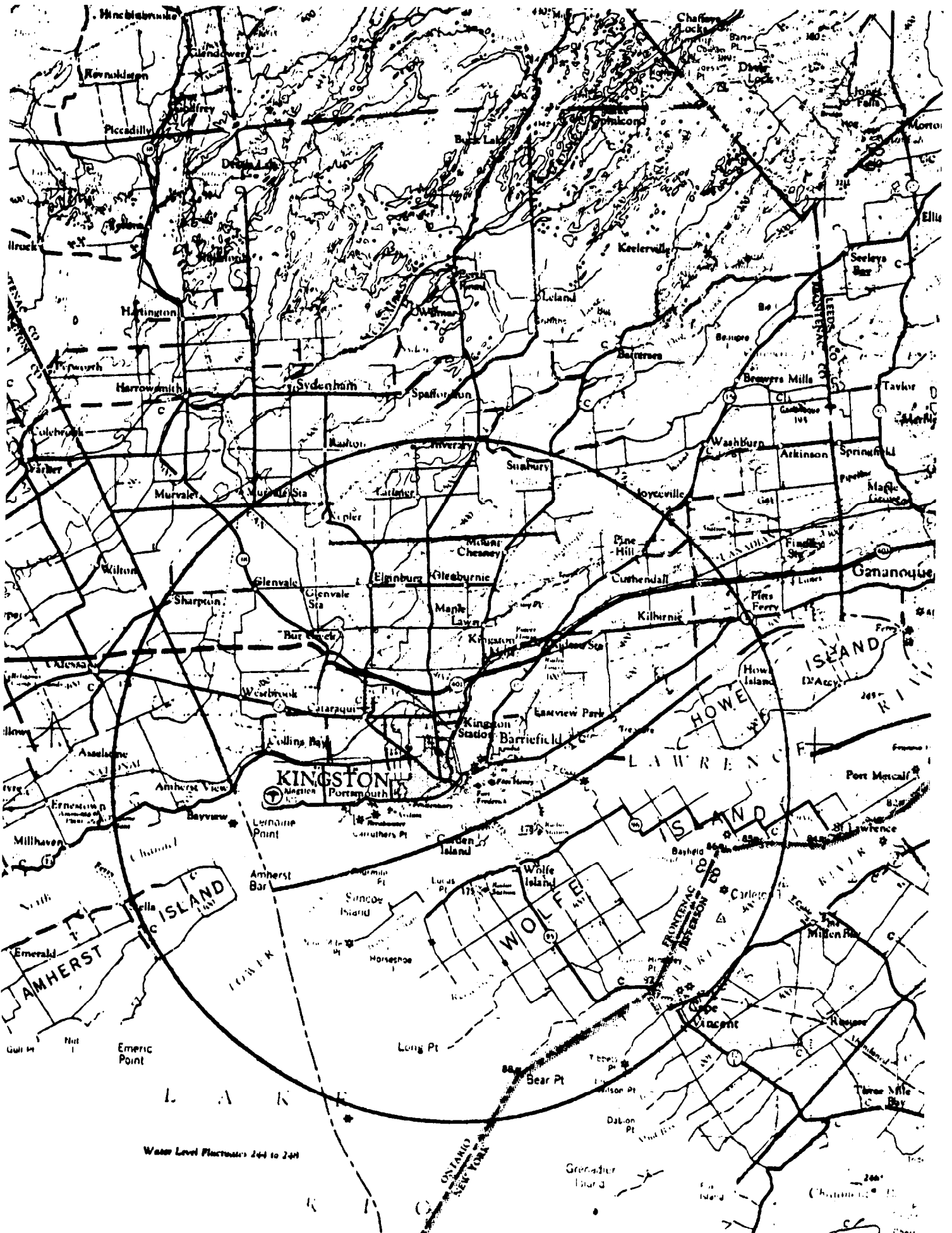
MAINTENANCE WORK:

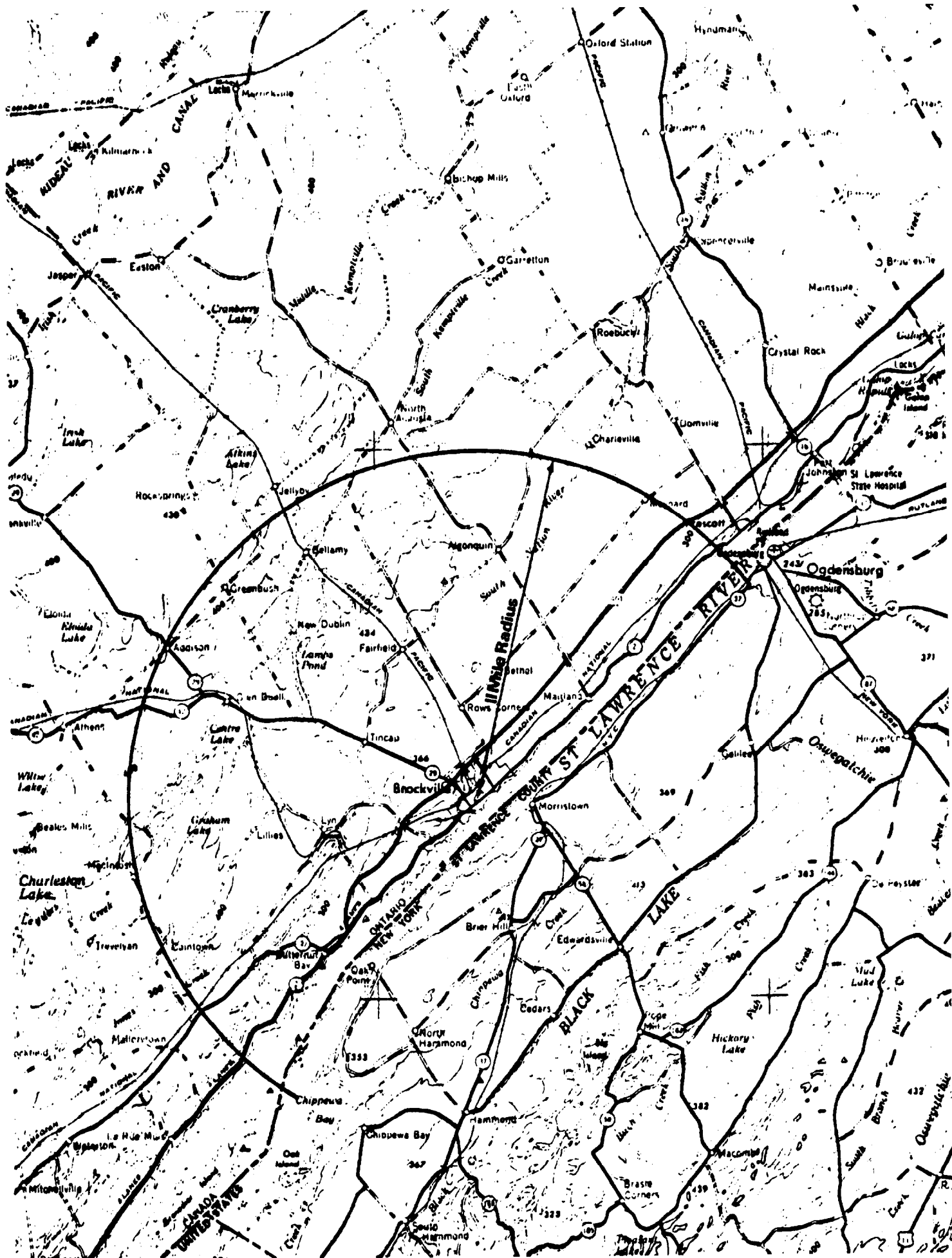
Definition: All electrical work performed in or on the premises of an existing plant or building, such as the repair, replacement or relocating of existing production lines and machines. Additions and extensions to buildings shall be considered as construction.

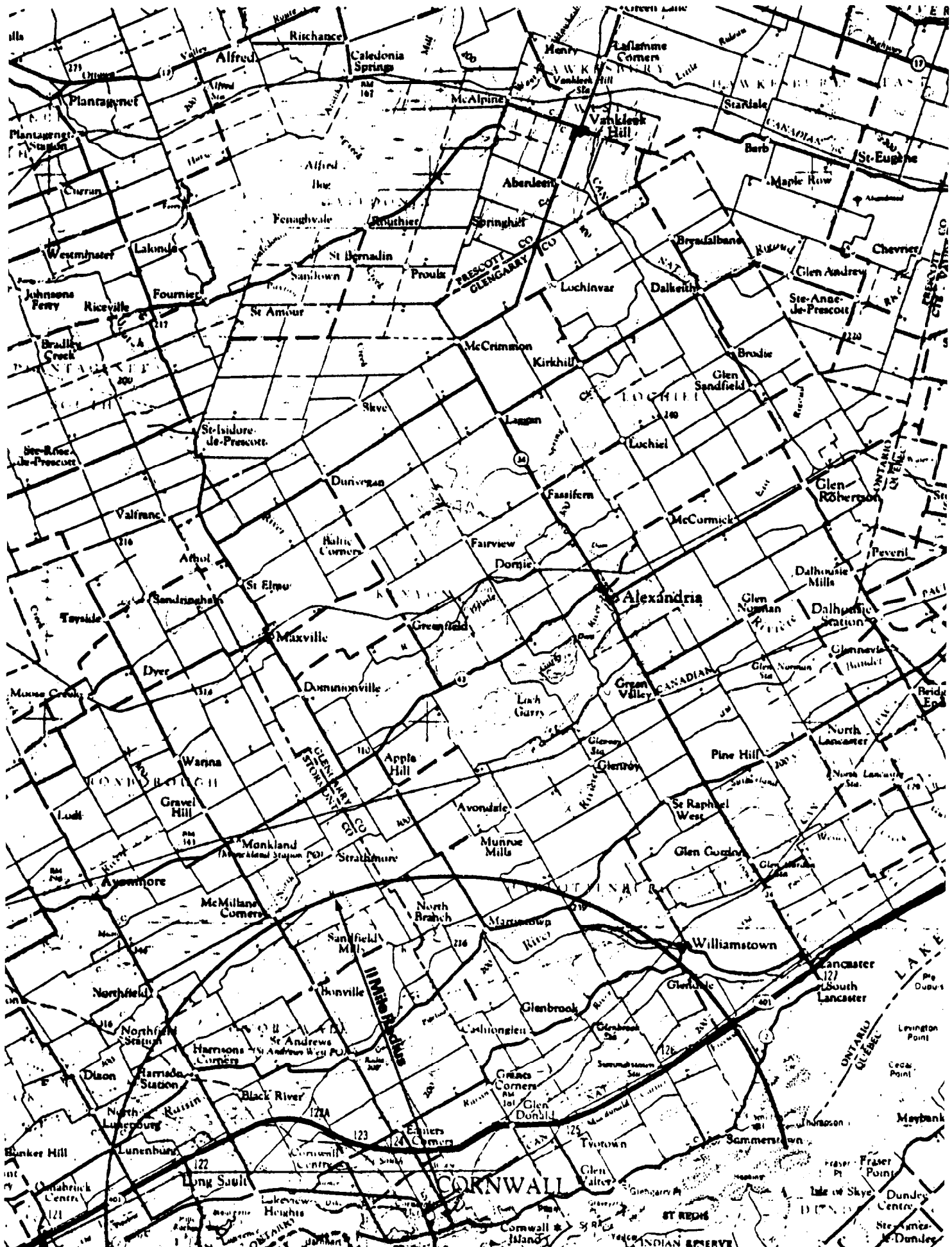
Wage Rate: Eighty-five (85) percent of construction rates. Maintenance wage rates are outlined in 900 B.2.

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









SECTION 21- LOCAL APPENDIX - L.U. 120 - LONDON

Clause 512

UNION RIGHTS & REPRESENTATIVES

Officers and Members of the Union shall be granted Leave of Absence when required for Union business providing that reasonable notice is given to the Employer.

Clause 602

FOREMEN

- (a) On any jobs which will require four (4) men, one (1) Journeyman shall be designated as a Foreman by the Employer. A Foreman may work with the tools until eight (8) men not including himself, are employed on the job, then the Foreman shall act in a supervisory capacity only.
- (b) One (1) Foreman shall not supervise more than twelve (12) men, not including himself.
- (c) On jobs requiring two (2) Foremen, one (1) Foreman shall be designated a General Foreman and shall not work with the tools except in cases of emergency or for instruction purposes. On jobs requiring more than two (2) Foremen, the General Foreman shall not work with the tools, or direct a crew, except in cases of emergency or for instruction purposes.

- (d) On jobs having a Foreman, Employees are not to take directions 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. No Foreman or General Foreman on one (1) project shall at the same time supervise work on another project. No Employee from one (1) job shall be transferred to another job to replace an Employee on that job on overtime work.
- (e) All Foremen and General Foremen shall have the classification and qualifications of Journeymen Electricians and shall be members of the IBEW.

Clause 805

STATUTORY HOLIDAYS

Any deviation from a Statutory Holiday shall be approved at the Joint Conference Board which may be contacted through the Business Manager's Office. When members of Local Union 120 are working in an existing plant along with Owner/Client work forces and the Holidays in this plant differ from those outlined in the Provincial Contract then Local Union 120 members may observe them on the same days as the inplant work force.

**900 C.1 - WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 120 - LONDON**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman & Foremen Only - Mandatory Accessible Retirement Program Coverage							
Journeyman	May 1, 1998	\$26.32	\$2.63	\$7.97	\$36.92	\$0.15	\$37.07
	May 1, 1999	\$26.93	\$2.69	\$8.05	\$37.67	\$0.15	\$37.82
	May 1, 2000	\$27.62	\$2.76	\$8.14	\$38.52	\$0.15	\$38.67
Foreman (10%)	May 1, 1998	\$28.95	\$2.90	\$7.97	\$39.82	\$0.15	\$39.97
	May 1, 1999	\$29.62	\$2.96	\$8.05	\$40.63	\$0.15	\$40.78
	May 1, 2000	\$30.38	\$3.04	\$8.14	\$41.56	\$0.15	\$41.71
General Foreman (15%)	May 1, 1998	\$30.27	\$3.03	\$7.97	\$41.27	\$0.15	\$41.42
	May 1, 1999	\$30.97	\$3.10	\$8.05	\$42.12	\$0.15	\$42.27
	May 1, 2000	\$31.76	\$3.18	\$8.14	\$43.08	\$0.15	\$43.23
Journeyman & Foremen Only - Optional Accessible Coverage Retirement Program							
Journeyman	May 1, 1998	\$25.41	\$2.54	\$8.97	\$36.92	\$0.15	\$37.07
	May 1, 1999	\$26.02	\$2.60	\$9.05	\$37.67	\$0.15	\$37.82
	May 1, 2000	\$26.71	\$2.67	\$9.14	\$38.52	\$0.15	\$38.67
Foreman (10%)	May 1, 1998	\$27.95	\$2.80	\$8.97	\$39.72	\$0.15	\$39.87
	May 1, 1999	\$28.62	\$2.86	\$9.05	\$40.53	\$0.15	\$40.68
	May 1, 2000	\$29.38	\$2.94	\$9.14	\$41.46	\$0.15	\$41.61
General Foreman (15%)	May 1, 1998	\$29.22	\$2.92	\$8.97	\$41.11	\$0.15	\$41.26
	May 1, 1999	\$29.92	\$2.99	\$9.05	\$41.96	\$0.15	\$42.11
	May 1, 2000	\$30.72	\$3.07	\$9.14	\$42.93	\$0.15	\$43.08
Apprentices							
40 1st Period	May 1, 1998	\$10.89	\$1.09	\$5.77	\$17.75	\$0.15	\$17.90
50 2nd Period		\$13.62	\$1.36	\$5.97	\$20.95	\$0.15	\$21.10
60 3rd Period		\$16.34	\$1.63	\$6.17	\$24.14	\$0.15	\$24.29
70 4th Period		\$19.06	\$1.91	\$6.37	\$27.34	\$0.15	\$27.49
80 5th Period		\$21.78	\$2.18	\$6.57	\$30.53	\$0.15	\$30.68
Apprentices							
40 1st Period	May 1, 1999	\$11.13	\$1.11	\$5.85	\$18.09	\$0.15	\$18.24
50 2nd Period		\$13.92	\$1.39	\$6.05	\$21.36	\$0.15	\$21.51
60 3rd Period		\$16.70	\$1.67	\$6.25	\$24.62	\$0.15	\$24.77
70 4th Period		\$19.48	\$1.95	\$6.45	\$27.88	\$0.15	\$28.03
80 5th Period		\$22.26	\$2.23	\$6.65	\$31.14	\$0.15	\$31.29
Apprentices							
40 1st Period	May 1, 2000	\$11.40	\$1.14	\$5.94	\$18.48	\$0.15	\$18.63
50 2nd Period		\$14.26	\$1.43	\$6.14	\$21.83	\$0.15	\$21.98
60 3rd Period		\$17.11	\$1.71	\$6.34	\$25.16	\$0.15	\$25.31
70 4th Period		\$19.96	\$2.00	\$6.54	\$28.50	\$0.15	\$28.65
80 5th Period		\$22.82	\$2.28	\$6.74	\$31.84	\$0.15	\$31.99

***Breakdown of Union Funds:**

May 1, 1998: Health & Welfare - 1.54, Retirement Program - 4.04 (App. - 3.04), Education Fund - .06, Retired & Disabled Members Fund - .01, Rec. Fund - .07, Stabilization Fund - 2.00 (pro-rated for Apprentices), CC0 Fund - .15, JEPP - .10.

May 1,1999: Health & Welfare - 1.54, Retirement Program - 4.12 (App. - 3.12), Education Fund - .06, Retired & Disabled Members Fund - .01, Rec. Fund - .07, Stabilization Fund - 2.00 (pro-rated for Apprentices), CC0 Fund - .15, JEPP - .10

May 1,2000: Health & Welfare - 1.54, Retirement Program - 4.21 (App. - 3.21), Education Fund - .06, Retired & Disabled Members Fund - .01, Rec. Fund - .07, Stabilization Fund - 2.00 (pro-rated for Apprentices), CC0 Fund - .15, JEPP - .10.

****Breakdown of ECA Fund:**

May 1,1998: Association Fund - .14, Bill 158 Fund -.01.

- NOTE: 1. On agreement of the ETBA and IBEW-CCO, total Package amounts for the period May 1, 1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.
2. Working Dues Checkoff of one and a quarter (1.25) percent to be deducted from gross wages which includes Vacation Pay
3. Retirement Incentive Plan (taxed monies) for May 1, 1998 - \$0.27 hr. and \$0.54 overtime. For 1999 - \$.28, \$56 overtime. For 2000 \$.29, \$.58 overtime.

Clause 900 C.2

WAGES & BENEFITS - RESIDENTIAL AGREEMENT L.U. 120 - LONDON

For details contact ECA London/L.U. 120, IBEW.

Clause 900 C.3

Where workmen are required to work on equipment located eighteen (18) metres to thirty (30) metres from the ground on supporting structures or open platforms, where a workman is subject to a direct fall, including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds or similar equipment and it is mandatory to tie off, a premium of one-quarter (1/4) time above his regular rate will be paid and over thirty (30) metres he will be paid double (2) the regular rate of pay. Work covered by this Clause shall not necessarily be rotated among the workmen on the job.

Foremen will receive the above premiums when they are working at the stipulated heights.

Clause 900 C.4

UNDERGROUND PROJECTS

If work is performed on underground mine projects, caissons and incompleting tunnel excavations, the Employer shall supply all tools and coveralls and the Employee will not be required to bring his own tools on a project where there is a high corrosive agent in the air (e.g. salt mines, etc.). The following premiums shall apply on work performed below ground:

One Hundred and Ten (110) percent times base rate for regular hours.

Two Hundred and Twenty (220) percent times base rate for overtime hours.

Clause 900 C.5

VACATION & STATUTORY HOLIDAY PAY

Vacation and Statutory Holiday pay shall be paid to all Employees weekly. Employees shall receive their Vacation and Statutory Holiday pay at the time of layoff. Payment of Vacation and Statutory Holiday pay shall be shown as a separate item on the weekly pay slip.

Clause 1000

FUNDS AND UNION DUES

- (a) All Employees working in the jurisdiction of Local Union 120 shall be covered by the following benefits. The monies deducted and remitted to these various funds shall be used exclusively to provide and purchase the schedule of benefits for the Employees and their families.
- (b) All deductions-remittances shall be received by the Health and Welfare/Retirement Program, Benefit Coordinator and the Financial Secretary of the Local Union no later than the fifteenth (15th) day of the month in which they are due. A remittance form which is satisfactory to the Contractor shall be provided by the union. The following deductions-remittances will be sent in each month for each Employee on this same remittance form and are as follows:

Basic dues, Working dues, Education Fund, CCO Fund, Recreation Fund, Retired and Disabled Fund, Stabilization Fund, and Association Fund and Promotion Fund (Clause 1001) are to be remitted to the **Local 120 Financial Secretary** by a cheque made payable to **"IBEW Local 120"**. The Retirement Incentive

Program, Retirement Program and Retirement Program Accessible deductions-remittances are to be sent by separate cheques made payable to (1) **Retirement Incentive Program** and (2) **"IBEW Local 120, Retirement Program"**. Health and Welfare deductions-remittances and eight percent (8%) retail sales tax are to be sent by separate cheque made payable to **"IBEW Local 120, Welfare Plan Trust Fund"**.

Payments made after the fifteenth (15th) of the month in which they are due shall be subject to an immediate ten (10) percent assessment and an additional ten (10) percent assessment shall be levied for each thirty (30) days thereafter. The Union shall have the right to withdraw its forces from an Employer who is in arrears with these deductions-remittances.

- (c) All deductions-remittances and cheques shall be paid at par in London and are due as follows:

Basic dues of \$24.00 per month for L.U. 120 members ONLY, by the 15th of the month for which they are deducted.

Working dues, Health & Welfare, Retirement Program and all other deductions-remittances by the fifteenth (15th) of the month following the month in which the work was performed.

- (d) **Taxable Union Funds**

The Contractor shall forward monthly to the Retirement Incentive Program, for each Employee employed by him and covered under this Agreement, effective May 1, 1998 the sum of \$0.27 per paid hour, \$0.54 for overtime, (effective May 1, 1999 \$0.28 per paid hour, \$0.56 for overtime, effective May 1, 2000 \$0.29 per paid hour, \$0.58 for overtime) for the Retirement Incentive Plan.

- (e) **IBEW Local 120 Retirement Program**

Journeyman and Apprentice - Mandatory Coverage
Effective May 1, 1998, the Contractor shall deduct and remit \$3.04 (\$3.12 effective May 1, 1999, \$3.21 effective May 1, 2000) for each regular hour, \$6.08 (\$6.24 effective May 1, 1999, \$6.42 effective May 1, 2000) for each double time hour worked for each Employee covered by this agreement to **"IBEW Local 120 Retirement Program"**.

Journeyman Only - Mandatory Accessible Coverage

The Contractor shall deduct and remit an additional \$1.00 for each regular hour and \$2.00 for each double time hour worked for Journeymen ONLY covered by this agreement to **"IBEW Local 120 Retirement Program"**.

Journeyman Only - Optional Accessible Coverage

Effective May 1, 1995, Journeymen can signify in writing to the Contractor at the time of hiring, or on the anniversary date of the contract their consent to deduct \$1.00 for each regular and \$2.00 for each double time hour worked to be remitted to the **"IBEW Local 120 Retirement Program"**. This deduction will remain in place until the next anniversary date of the contract.

- (f) **Health and Welfare Plan Trust Fund**

The Contractor shall deduct and remit \$1.54 for each regular hour, \$3.08 for each double time hour worked for each Employee covered by this agreement along with eight percent retail sales tax to **"Local 120, Health & Welfare Plan Trust Fund"**.

- (g)

In the same manner as the above union benefits and on the same remittance form the Contractor shall deduct and remit an additional \$0.39 per straight time hour, \$0.78 per overtime hour to the Local 120 Financial Secretary who shall in turn forward \$0.15 per hour earned to the IBEW Construction Council (\$0.01 Secretariat, \$0.04

General Fund, \$0.10 CCO Organizing Fund), and \$0.07 per hour to the Recreation Fund, \$0.06 per hour to the Education Fund for the training and upgrading of Local 120, IBEW members, \$0.01 per hour to the Retired and Disabled Members Fund, and \$0.10 per hour to the Joint Electrical Promotion Plan (JEPP).

- (h) In the same manner as the above union benefits and on the same remittance form the Contractor shall deduct and remit \$2.00 per hour worked by a Journeyman to the Stabilization Fund. Apprentice contributions are remitted to the Stabilization Fund on a percentage basis as per spread sheets:

First term (40%), Second term (50%) per hour, Third term (60%), Fourth term (70%), and Fifth term (80%).

THE STABILIZATION FUND REMITTANCE DOES NOT DOUBLE ON OVERTIME HOURS. THE PREMIUM HOURS ARE INCLUDED IN THE EMPLOYEE WAGE PACKAGE AND ARE CONSEQUENTLY TAXED AND INCLUDED IN GROSS WAGES.

- (i) The Contractor shall check off increased or decreased amounts of Employees wages for these various Union Funds and Union Dues when authorized by the Local Union. The full amount of reductions shall be passed on to the Employees in the form of wages.

Clause 1001

ASSOCIATION FUND

The Employer and the Union agree to the establishment of an Association Fund. An amount of \$0.15 for each regular hour, \$0.30 for each double time hour worked will be deducted from the remittance made to the Local 120 Financial Secretary, as provided under Clause 1000 of the Collective Agreement.

The amounts of \$0.15 or \$0.30 per hour as collected by Local 120, Financial Secretary shall be deposited monthly to the account held by a trustee of the Electrical Contractors Association of London Association Fund.

The Electrical Contractors Association of London may reduce or reinstate these amounts as required. The Local 120 Financial Secretary shall be notified of any change in these amounts.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

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

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1100

TRAVEL ALLOWANCES

All Employees when directed to report to jobs, shall be governed by the working hours specified for the project, and shall

provide for themselves all necessary transportation from home to shop or project at starting time and from shop or project to home at quitting time.

Clause 1101

Travel allowance shall be paid to Employees at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre when they supply their own transportation for travelling from job to job during working hours. In addition their applicable rate plus all normal benefits for the time spent in travelling shall apply. The use of the Employees' vehicles shall be on a voluntary basis.

Clause 1102

- (a) Employees working on jobs within a seventeen (17) kilometre radius of City Hall, London, shall not receive travel allowance.
- (b) Employees working on jobs outside the seventeen (17) kilometre radius but within thirty-six (36) kilometre radius of City Hall, London, shall receive per day. If it is proven that this allowance is not necessary to protect the Employee under the Workplace Safety and Insurance Board, then the Joint Conference Board may have it removed by a unanimous decision, which would be appended hereto.
- (c) Employees working on jobs outside the thirty-six (36) kilometre radius but within a forty-eight (48) kilometre radius of City Hall, London, shall receive \$19.25 (\$19.45 May 1, 1999, \$19.75 May 1, 2000) per day travel allowance.
- (d) Employees working beyond the forty-eight (48) kilometre radius shall receive \$19.25 per day plus \$0.36 per road kilometre measured from the forty-eight (48) kilometre radius to the job and back (\$19.45 and \$0.37 May 1, 1999, \$19.75 and \$0.37 May 1, 1997).

Clause 1103

- (a) Board allowance, at the rate of \$50.00 (\$50.50 May 1, 1999, \$51.75 May 1, 2000) per day worked, shall be paid to Employees when working away from home on jobs ninety (90) road kilometres or more from the City Hall, London. Employees in receipt of Board allowance shall be paid this allowance for any Statutory Holiday provided that such Employees are available to work a full shift on the normal working day preceding the Holiday and on the normal working day following the Holiday. When Employees report for work on out-of-town projects, and there is no work available due to job conditions, board shall be paid for a full day.
- (b) Travel allowance to and from a project at the rate of \$0.36 (\$0.37 May 1, 1997) per road kilometre shall be paid once for the duration of the project and every thirty (30) days, to Employees when working on projects ninety (90) road kilometres or more from City Hall, London, in addition to the board allowance as provided in subsection (a) above.

Clause 1104

When the Contractor is unable to provide parking, the Employee shall be reimbursed for parking expense up to the rate of \$4.00 per day, upon the presentation of receipts. The Contractor may offer an optional bus pass to the Employee who may choose between the daily parking rate and a bus pass as an alternate mode of transportation.

Clause 1105

No Employee working under the terms of this Agreement shall carry or have at any time the Employer's tools or materials in his own vehicle.

Clause 1106

Any Employee who sustains damage to his vehicle when using his vehicle for the convenience of the Employer, shall be paid up to a maximum of \$250.00 subject to the deductible Clause of the Employee's insurance.

Clause 1404

It is mutually agreed to implement the full ECAO/IBEW Safety program as soon as possible in order to have competent members as defined in the Health and Safety Act.

Clause 1500

RESIDENTIAL WORK

- (a) Recognition: The Contractors and the Union recognize the ECAL and Local Union 120, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates. Further, the parties agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) Contact E.C.A. London or L.U. 120, IBEW, for Local Residential Agreement.

Clause 1600

MAINTENANCE

- (a) Recognition: The Contractors and the Union recognize the ECAL and Local Union 120, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates. Further, the parties agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) The Union shall not sign this Agreement with any Contractor who is not bound to the provisions of the prevailing ICI Construction Agreement.
- (c) Contact E.C.A. London or L.U. 120, IBEW, for Local Maintenance Agreement.

LETTER OF UNDERSTANDING

April 26,1995

John D. Pender
Business Manager
IBEW Local Union 120
523 First Street, Ste. 3
London, Ontario
N5V 1Z4

Re: **Section 21- Local Appendix - LU 120 - London
Bill 162 Continuation of Benefits effective May 1/95**

Dear Sir:

The Electrical Contractors Association of London agree to fund Local 120's benefit plans' liability for continuing Health and Retirement contributions for Workers Compensation Benefit claims, to a maximum of one (1) year, caused while in the employ of a contributing Contractor. The Benefit Plans - Co-ordinate shall submit monthly invoices along with copies of the claimants W.C.B. benefit payments to the ECAL in this regard.

R. Ferguson - Member ECAL

B. McDonnell - Member ECAL

John D. Pender, B.M., Local 120, IBEW

D. Thompson, President, Local 120, IBEW

LETTER OF UNDERSTANDING

April 15,1998

John J. O'Brien
Business Manager
IBEW Local Union 120
3-523 First St.,
London, Ontario N5V 1Z4

Re: **Section 21 - Local Appendix - LU 120 - London
Bill 162 - Continuation of Benefits effective May 1,1998**

Dear Sir:

The Electrical Contractors Association of London agree to fund Local 120's benefit plans' liability for continuing Health and Retirement contributions for Workplace Safety & Insurance Board claims, to a maximum of one (1) year, caused while in the employ of a contributing Contractor. The Benefit Plans - Co-ordinator shall submit monthly invoices along with copies of the claimants WSIB benefit payments to the ECAL in this regard.

R. Ferguson - Member ECAL

B. McDonnell - Member ECAL

Ed Borland - Member ECAL

John J. O'Brien, B.M., Local 120, IBEW

Murray Scratch, President, Local 120, IBEW

Sean Silverthorn, Vice President, Local 120, IBEW

LETTER OF UNDERSTANDING

April 15, 1998

Robert W. Ferguson
Chairman, ECAL
695 Central Avenue,
London, Ontario N5W 3P9

Dear Sir:

It is mutually agreed by both parties, ECAL and IBEW Local 120 that upon receipt of monthly remittances from the Contractors, the Union will issue a statement showing individual Contractor contributions along with the appropriate cheque to the Association Fund.

R. Ferguson - Member ECAL

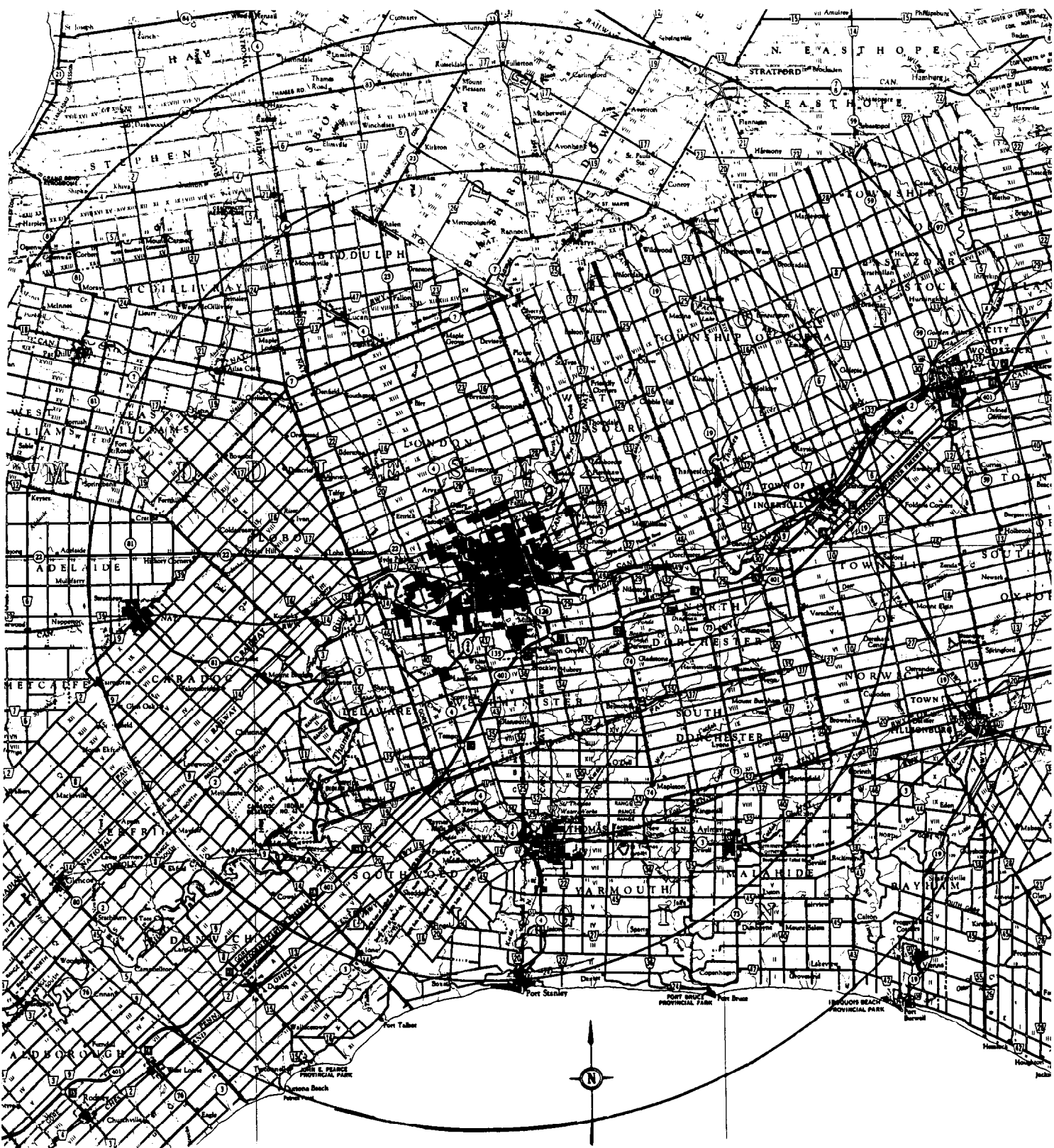
B . McDonnell - Member ECAL

Ed Borland - Member ECAL

John J. O'Brien, B.M., Local 120, IBEW

Murray Scratch, President, Local 120, IBEW

Sean Silverthorn, Vice President, Local 120, IBEW



SECTION 21- LOCAL APPENDIX - L.U. 303 - NIAGARA PENINSULA

Clause 512

UNION RIGHTS & REPRESENTATIVES

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

job, one shall be designated as being in charge. His rate shall be fifteen (15) percent above the Journeyman's wage rate.

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

Clause 602

FOREMEN

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

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

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

Where more than one (1) Foreman is appointed on a specific

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

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

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$29.24	\$2.92	\$5.10	\$37.26	\$0.26	\$37.52
	May 1, 1999	\$29.69	\$2.97	\$5.35	\$38.01	\$0.26	\$38.27
	May 1, 2000	\$30.24	\$3.02	\$5.60	\$38.86	\$0.26	\$39.12
Foreman (10%)	May 1, 1998	\$32.16	\$3.22	\$5.10	\$40.48	\$0.26	\$40.74
	May 1, 1999	\$32.66	\$3.27	\$5.35	\$41.28	\$0.26	\$41.54
	May 1, 2000	\$33.26	\$3.33	\$5.60	\$42.19	\$0.26	\$42.45
Foreman (15%)	May 1, 1998	\$33.63	\$3.36	\$5.10	\$42.09	\$0.26	\$42.35
	May 1, 1999	\$34.14	\$3.41	\$5.35	\$42.90	\$0.26	\$43.16
	May 1, 2000	\$34.78	\$3.48	\$5.60	\$43.86	\$0.26	\$44.12
Apprentices 1st Period	May 1, 1998	\$11.70	\$1.17	\$5.10	\$17.97	\$0.26	\$18.23
	2nd Period	\$14.62	\$1.46	\$5.10	\$21.18	\$0.26	\$21.44
	3rd Period	\$17.54	\$1.75	\$5.10	\$24.39	\$0.26	\$24.65
	4th Period	\$20.47	\$2.05	\$5.10	\$27.62	\$0.26	\$27.88
	5th Period	\$23.39	\$2.34	\$5.10	\$30.83	\$0.26	\$31.09
Apprentices 1st Period	May 1, 1999	\$11.88	\$1.19	\$5.35	\$18.42	\$0.26	\$18.68
	2nd Period	\$14.85	\$1.49	\$5.35	\$21.69	\$0.26	\$21.95
	3rd Period	\$17.81	\$1.78	\$5.35	\$24.94	\$0.26	\$25.20
	4th Period	\$20.78	\$2.08	\$5.35	\$28.21	\$0.26	\$28.47
	5th Period	\$23.75	\$2.38	\$5.35	\$31.48	\$0.26	\$31.74
Apprentices 1st Period	May 1, 2000	\$12.10	\$1.21	\$5.60	\$18.91	\$0.26	\$19.17
	2nd Period	\$15.12	\$1.51	\$5.60	\$22.23	\$0.26	\$22.49
	3rd Period	\$18.14	\$1.81	\$5.60	\$25.55	\$0.26	\$25.81
	4th Period	\$21.17	\$2.12	\$5.60	\$28.89	\$0.26	\$29.15
	5th Period	\$24.19	\$2.42	\$5.60	\$32.21	\$0.26	\$32.47

*Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 2.75, Pension - 2.25, JEPP - .10.

May 1, 1999: Health & Welfare - 2.75, Pension - 2.50, JEPP - .10.

May 1,2000: Health & Welfare - 2.75, Pension - 2.75, JEPP - .10.

Stabilization Fund: Contribution Rate: One (1) hour at the base rate of hourly pay for each classification. Contributions will be made when a member works more than two (2) days (16 hours) in a week. Tax to be paid on contributions. A T4 slip at the end of the year will allow refund of tax.

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

**Breakdown of ECA Fund:

May 1, 1998: Association Fund - .12 (plus GST), Bill 162 Fund - .03, OCS - .01, Ed. Fund - .10

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.

2. Working Dues of \$0.64 to be deducted from Employee's wages after tax has been paid on the gross. (Local Dues -.49, Organizing -.10, General Fund -.04, OCS -.01)

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

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$26.32	\$2.63	\$5.10	\$34.05	\$0.26	\$34.31
	May 1, 1999	\$26.72	\$2.67	\$5.35	\$34.74	\$0.26	\$35.00
	May 1, 2000	\$27.22	\$2.72	\$5.60	\$35.54	\$0.26	\$35.80
Foreman (10%)	May 1, 1998	\$28.95	\$2.90	\$5.10	\$36.95	\$0.26	\$37.21
	May 1, 1999	\$29.39	\$2.94	\$5.35	\$37.68	\$0.26	\$37.94
	May 1, 2000	\$29.94	\$2.99	\$5.60	\$38.53	\$0.26	\$38.79
Foreman (15%)	May 1, 1998	\$30.27	\$3.03	\$5.10	\$38.40	\$0.26	\$38.66
	May 1, 1999	\$30.73	\$3.07	\$5.35	\$39.15	\$0.26	\$39.41
	May 1, 2000	\$31.30	\$3.13	\$5.60	\$40.03	\$0.26	\$40.29
Apprentices	May 1, 1998						
40 1st Period		\$10.53	\$1.05	\$5.10	\$16.68	\$0.26	\$16.94
50 2nd Period		\$13.16	\$1.32	\$5.10	\$19.58	\$0.26	\$19.84
60 3rd Period		\$15.79	\$1.58	\$5.10	\$22.47	\$0.26	\$22.73
70 4th Period		\$18.42	\$1.84	\$5.10	\$25.36	\$0.26	\$25.62
80 5th Period		\$21.06	\$2.11	\$5.10	\$28.27	\$0.26	\$28.53
Apprentices	May 1, 1999						
40 1st Period		\$10.69	\$1.07	\$5.35	\$17.11	\$0.26	\$17.37
50 2nd Period		\$13.36	\$1.34	\$5.35	\$20.05	\$0.26	\$20.31
60 3rd Period		\$16.03	\$1.60	\$5.35	\$22.98	\$0.26	\$23.24
70 4th Period		\$18.70	\$1.87	\$5.35	\$25.92	\$0.26	\$26.18
80 5th Period		\$21.38	\$2.14	\$5.35	\$28.87	\$0.26	\$29.13
Apprentices	May 1, 2000						
40 1st Period		\$10.89	\$1.09	\$5.60	\$17.58	\$0.26	\$17.84
50 2nd Period		\$13.61	\$1.36	\$5.60	\$20.57	\$0.26	\$20.83
60 3rd Period		\$16.33	\$1.63	\$5.60	\$23.56	\$0.26	\$23.82
70 4th Period		\$19.05	\$1.91	\$5.60	\$26.56	\$0.26	\$26.82
80 5th Period		\$21.78	\$2.18	\$5.60	\$29.56	\$0.26	\$29.82

*Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 2.75, Pension - 2.25, JEPP - .10.

May 1, 1999: Health & Welfare - 2.75, Pension - 2.50, JEPP - .10.

May 1, 2000: Health & Welfare - 2.75, Pension - 2.75, JEPP - .10.

Stabilization Fund: Contribution Rate: One (1) hour at the base rate of hourly pay for each classification. Contributions will be made when a member works more than two (2) days (sixteen (16) hours) in a week. Tax to be paid on contributions. A T4 slip at the end of the year will allow refund of tax.

**Breakdown of ECA Fund:

May 1, 1998: Association Fund -.12 (plus GST), Bill 162 Fund -.03, OCS -.01, Ed. Fund - .10

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30, 2001 inclusive may be subject to amendment prior to expiry.

2. Working Dues of \$0.64 to be deducted from Employee's wages after tax has been paid on the gross. (Local Dues -.49, Organizing -.10, General Fund -.04, OCS -.01)

Clause 900 D.4

OTHER FUNDS

Payment of Union Dues and the Association Fund shall be as shown in Clauses 1001, 1002 and 1004.

Clause 900 D.5

VACATION AND STATUTORY HOLIDAY PAY

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

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

Clause 900 D.6

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

Clause 1000

HEALTH, WELFARE AND PENSION

All Contractors who are signatory to, and who sign this Agreement, shall deduct and remit for all Employees covered by this Agreement, \$2.75 per paid hour to Local Union 303, IBEW Health & Welfare Plan.

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

A further \$2.25 (\$2.50 May 1, 1999, \$2.75 May 1, 2000) per paid hour shall be deducted and remitted to the Pension Plan for the duration of this Agreement.

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

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

will not be accepted.

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

Clause 1001

WORKING DUES

The Contractors agree to deduct from each Employee who is working in Local 303's jurisdiction a total of \$0.49 per paid hour for Working Dues. This amount to be submitted monthly along with Health & Welfare, Vacation Pay and Contractors Fund.

Clause 1002

In the same manner as the above Union Benefits and on the same form, the Company shall remit \$0.15 (General \$0.04, Organizing \$0.10, OCS \$0.01) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

Clause 1003

WAGE SECURITY

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

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

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

Clause 1004

CONTRACTORS FUND

Employers shall contribute \$0.26 per Employee paid hour to the Niagara Peninsula Electrical Contractors Association, Inc. (\$0.12 Association Fund, \$0.03 Bill 162, \$0.01 OCS, \$0.10 Education Fund). All Business owners working and carrying a Union Card are deemed to be working with the tools and must pay Contractors Fund for a minimum of one hundred and forty-four (144) hours per month.

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

The contributions for the Contractors Fund shall be paid to the Administrator of the Health and Welfare Plan and shall be calculated on the total manhours as shown on the Employer's Contribution Report, and remitted at the same time as the Welfare and Vacation Contributions. The Administrator shall keep Contractors Fund payments entirely separate from contributions to the Health & Welfare Fund and Vacation Pay Fund,

and remit the funds monthly to the Niagara Peninsula Electrical Contractors Association, Inc.

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

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

Clause 1005

BILL 162 FUND

To meet the requirements of Bill 162, Contractors shall contribute \$0.03 per paid hour to the Health and Welfare funds. Contributions shall be calculated on the total man hours shown on the Employer's Contribution Report and remitted monthly to the Administrator of the Health and Welfare Plan. The Administrator shall keep contributions to the Injured Workers Fund separate from other funds and forward the contributions to Local 303's Health and Welfare Benefit Plan monthly.

Clause 1006

PAYMENTS

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

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

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

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

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

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

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

Clause 1007

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991, and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to be 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
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1008

EDUCATION FUND

Each Employer bound by this Agreement shall contribute \$0.10 per paid hour to an Education Fund and shall remit such contributions to an Administrator designated by a Joint Board of Trustees. The Board of Trustees will consist of any equal number of representatives from Local 303 IBEW and NPECA

members. The contributions will be used to support trade specific Educational Programs for Local 303 IBEW Journeymen and Apprentices.

Expenditures from the Education Fund on behalf of a Journeyman or Apprentice will require an equal contribution from the Journeyman or Apprentice.

Clause 1100

JOB EXPENSES

A free travel zone within the following boundaries shall be established: the westerly boundary of the free zone will be a straight line running generally north and south just west of Beamsville (about eight (8) kilometres west of Regional Road 24 old Townline) as shown on the appended map. This extends northerly to Lake Ontario at Grimsby Beach, and southerly to Lake Erie near Mohawk Point.

Clause 1101

(a) The zone allowances shall be:

	May 1,1998	May 1,1999	May 1,2000
0 - 8 km. beyond westerly boundary	\$ 16.94	\$17.14	\$ 17.44
8 - 16 km. beyond westerly boundary	\$ 18.10	\$ 18.30	\$ 18.60
16 - 24 km. beyond westerly boundary	\$ 19.25	\$ 19.45	\$ 19.75

(b) All Contractors will have the same free travel zone and the same travel zones as shown above.

(c) In any dispute regarding zone boundaries, the attached map shall rule.

Clause 1102

(a) Where Employees by arrangement are working on jobs out of the local area requiring being away from home overnight, reasonable living expenses as determined by the Employer shall be paid.

The minimum allowance per day shall be \$45.00 (\$45.50, May 1, 1999, \$46.25 May 1,2000).

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

Clause 1103

(a) Where Employees by arrangement are requested to use their vehicles for transportation, they shall receive an allowance per kilometre from shop-to-job, job-to-job and job-to-shop, with a minimum allowance of sixteen (16) kilometres. The allowance per kilometre shall be \$0.36 (effective May 1, 1999 \$0.37).

(b) Payment for a minimum of sixteen (16) kilometres shall be paid for any one trouble call when this occurs after normal working hours.

(c) When Employees are required to report to a different job on the following day, they shall be notified before quitting time. Otherwise the Employer will arrange to obtain the Employee's tools and provide transportation to the new job site.

Clause 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 Company, the Company shall compensate the Employee for the value of the tools, providing the Employee's tools were stored in a Company trailer, vehicle or job box as designated by the Company.

Clause 1400

WELDERS' PROTECTIVE CLOTHING

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

Clause 1500

RESIDENTIAL

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

Clause 1600

MAINTENANCE WORK - DESCRIPTION OF WORK

- (1) Maintenance work shall be any electrical work performed of a repair or maintenance character within the limits of a plant property.
- (2) The word "repair" used within the terms of this Agreement and in connection with service, is work required to restore existing facilities to original operating condition by replacement of parts.
- (3) The word "maintenance" used within the terms of this Agreement and in connection with service, shall be described as all work necessary to maintain existing facilities in original efficient operating condition.
- (4) This Section also covers relocation of existing machinery that has cab-tire type or flexible plug-in connections.
- (5) Maintenance or service work performed after normal working hours, when there is no previous notification shall be paid at one and one-half (1 1/2) times the straight time rate. Minimum payment shall be for three (3) times the straight time rate.
- (6) The scope of this Maintenance Clause does not cover electrical work as follows:
 - (a) new construction work
 - (b) installation of machinery and associated conduit, wiring and connections.
- (7) The scope of this Maintenance Clause includes energy management lighting retrofit as it relates to the Hydro Rebate program. It is further agreed that applicable terms and conditions are to be referred to the Local Joint Conference Board.

MAINTENANCE WORK - WAGES

Wage rates for maintenance work shall be ninety (90) percent of the base rate as set forth in the ICI Electrical Construction Agreement Appendix, Clause 900 D. 1.

HOLIDAYS

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

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

WORK HOURS PER DAY AND OVERTIME

- (a) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work.
- (b) When shift work is required to provide twenty-four (24) hour coverage the following would apply:
 - Day shift will start at 8:00 a.m. and quit at 4:00 p.m.
 - Afternoon shift will start at 4:00 p.m. and quit at 12:00 midnight. A shift premium of \$0.50 per hour shall apply to this shift.
 - Night shift will start at 12:00 midnight and quit at 8:00 a.m. A shift premium of \$1.00 per hour shall apply to this shift.
 - Each shift will be paid the eight (8) hours.
 - The starting and quitting times of any shift, including day work may be changed by mutual consent of the job superintendent and the Union Representative or at a pre-job conference.
- (c) All time worked before and after the established work day of eight (8) hours Monday through Friday shall be paid at the rate of time and one-half for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time.
 - All time worked on Saturdays up to a maximum of twelve (12) hours will be paid for at the rate of time and one-half. Any additional hours worked beyond twelve (12) hours shall be paid at the rate of double time.
 - All time worked on Sundays and Holidays shall be paid for at the rate of double time.
- (d) Any provisions regarding minimum number of days to establish shifts are not applicable under this Agreement. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours.

Clause 1601

COMMERCIAL AND INSTITUTIONAL WORK

- (1) Commercial and Institutional work is defined as electrical work in a commercial or institutional building where the value of such work does not exceed \$125,000 in total.
- (2) Work covered under item (1) above shall be performed under the same rates and conditions as for Clause 1600, Maintenance.
- (3) When an individual electrical contract on a commercial or institutional project exceeds \$125,000, all work will be done at the construction rate.
- (4) Contractors working under this Clause of the Agreement must, in all cases, notify the Local ECA office prior to beginning the work. Failure to do so will lead to a Grievance Procedure.

LETTER OF UNDERSTANDING - SAFETY GLASSES

Each Employee will supply himself with the first pair of CSAO approved prescription safety glasses similar to or equal to Guardian IV #1500 safety glasses with side shields, non-metallic frames and safety stamped lenses. Any requirements by an Owner/Client other than the above will be provided by the Contractor through the Niagara Peninsula Electrical Contractors Association Inc. (N.P.E.C.A.), telephone 416-688-0376.

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

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

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

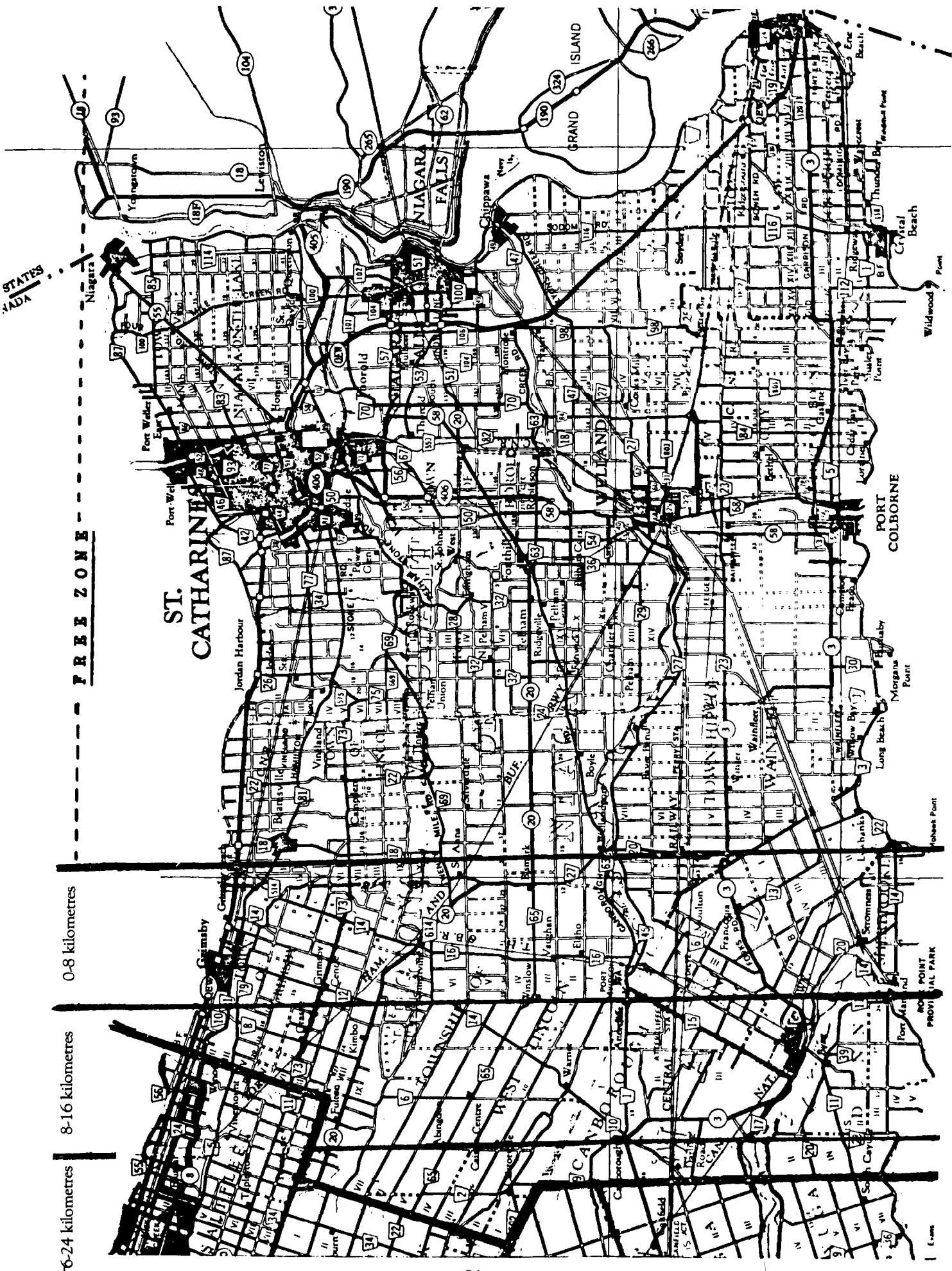
LETTER OF UNDERSTANDING: PAYROLL

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

LETTER OF UNDERSTANDING - RECALL

For a period of one (1) year from the date of layoff, a Contractor shall have the option of recalling a laid off Employee, provided that the Employee being recalled, prior to the layoff, had worked for the Contractor for a period of not less than three (3) years. Each Contractor wishing to exercise this option must acknowledge in writing that any abuse of the system will result in forfeiture of their recall privilege.

This provision shall terminate on April 30, 1999, and may be renewed on mutual agreement between Local 303 IBEW and the NPECA.



0-8 kilometres

8-16 kilometres

16-24 kilometres

FREE ZONE

STATES
CANADA

SECTION 21- LOCAL APPENDIX - L.U. 353 - TORONTO

Clause 602

FOREMEN

On all jobs requiring four (4) or more Employees, one (1) shall be designated as Foreman by the Employer. One (1) Foreman shall not supervise more than twenty (20) Employees. On jobs requiring a Foreman, Employees are not to take direction or

accept the layout of any job from anyone except the Foreman. Foremen must be members of the IBEW unless otherwise approved by the Local Union Business Manager.

900 E.1 - WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT L.U. 353 - TORONTO

50A 1		Date	Base Rate	V.P.& S.H.P.	R.R.S.P.	Union* Funds	Wage Package	ECA** Fund	Total Package	
Journeyman	May 1, 1998	\$27.81	\$2.78	\$0.83	\$7.05	\$38.47	B.R.	\$0.19	\$38.66	
	May 1, 1999	\$27.81	\$2.78	\$0.83	\$7.80	\$39.22	B.R.	\$0.19	\$39.41	
	May 1, 2000	\$27.81	\$2.78	\$0.83	\$8.65	\$40.07	B.R.	\$0.19	\$40.26	
Foreman (13%)	May 1, 1998	\$31.43	\$3.14	\$0.94	\$7.18	\$42.69		\$0.19	\$42.88	
	May 1, 1999	\$31.43	\$3.14	\$0.94	\$7.93	\$43.44		\$0.19	\$43.63	
	May 1, 2000	\$31.43	\$3.14	\$0.94	\$8.78	\$44.29		\$0.19	\$44.48	
Apprentices	May 1, 1998	1st Period	\$11.12	\$1.11	\$0.33	\$6.33	\$18.89		\$0.19	\$19.08
		2nd Period	\$13.91	\$1.39	\$0.42	\$6.42	\$22.14		\$0.19	\$22.33
		3rd Period	\$16.69	\$1.67	\$0.50	\$6.52	\$25.38		\$0.19	\$25.57
		4th Period	\$19.47	\$1.95	\$0.58	\$6.62	\$28.62		\$0.19	\$28.81
		5th Period	\$22.25	\$2.23	\$0.67	\$6.72	\$31.87		\$0.19	\$32.06
		G.E.O. (Section 17)	\$25.03	\$2.50	\$0.75	\$6.83	\$35.11		\$0.19	\$35.30
Apprentices	May 1, 1999	1st Period	\$11.12	\$1.11	\$0.33	\$7.08	\$19.64		\$0.19	\$19.83
		2nd Period	\$13.91	\$1.39	\$0.42	\$7.17	\$22.89		\$0.19	\$23.08
		3rd Period	\$16.69	\$1.67	\$0.50	\$7.27	\$26.13		\$0.19	\$26.32
		4th Period	\$19.47	\$1.95	\$0.58	\$7.37	\$29.37		\$0.19	\$29.56
		5th Period	\$22.25	\$2.23	\$0.67	\$7.47	\$32.62		\$0.19	\$32.81
		G.E.O. (Section 17)	\$25.03	\$2.50	\$0.75	\$7.58	\$35.86		\$0.19	\$36.05
Apprentices	May 1, 2000	1st Period	\$11.12	\$1.11	\$0.33	\$7.93	\$20.49		\$0.19	\$20.68
		2nd Period	\$13.91	\$1.39	\$0.42	\$8.02	\$23.74		\$0.19	\$23.93
		3rd Period	\$16.69	\$1.67	\$0.50	\$8.12	\$26.98		\$0.19	\$27.17
		4th Period	\$19.47	\$1.95	\$0.58	\$8.22	\$30.22		\$0.19	\$30.41
		5th Period	\$22.25	\$2.23	\$0.67	\$8.32	\$33.47		\$0.19	\$33.66
		G.E.O. (Section 17)	\$25.03	\$2.50	\$0.75	\$8.43	\$36.71		\$0.19	\$36.90

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

**Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.52, Pension 3.14, Other Funds - .18 (Education Fund - .12, Sports, Entertainment and Retirees - .04, Promotion - .02), CCO Fund - .15, SUB Fund - .45, Union Dues Journeyman and Foremen - .20, Union Dues Apprentices and all other classifications - .08, JEPP - .10, Stabilization Fund - .50 (pro-rated for Foremen and Apprentices), Market Recovery Fund - .75 (pro-rated for Foreman and Apprentices), Training Trust Fund - .06.

May 1, 1999: Same as May 1, 1998 except Health and Welfare \$1.77 and Pension \$3.64.

May 1, 2000: Same as May 1, 1999 except Pension is \$4.49.

***Breakdown of Industry Fund:

May 1, 1998 to May 1, 2000: Association Fund - .18, Bill 158 Fund - .01.

**900 E.2 - WAGES AND FRINGE BENEFITS - MAINTENANCE WORK
L.U. 353 - TORONTO**

	Date	Base Rate	V.P.& S.H.P.	R.R.S.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$26.42	\$2.64	\$0.79	\$7.03	\$36.88	\$0.19	\$37.07
	May 1, 1999	\$26.42	\$2.64	\$0.79	\$7.78	\$37.63	\$0.19	\$37.82
	May 1, 2000	\$26.42	\$2.64	\$0.79	\$8.63	\$38.48	\$0.19	\$38.67
Foreman (13%)	May 1, 1998	\$29.85	\$2.99	\$0.90	\$7.15	\$40.89	\$0.19	\$41.08
	May 1, 1999	\$29.85	\$2.99	\$0.90	\$7.90	\$41.64	\$0.19	\$41.83
	May 1, 2000	\$29.85	\$2.99	\$0.90	\$8.75	\$42.49	\$0.19	\$42.68
Apprentices	May 1, 1998							
40 1st Period		\$10.57	\$1.06	\$0.32	\$6.31	\$18.26	\$0.19	\$18.45
50 2nd Period		\$13.21	\$1.32	\$0.40	\$6.42	\$21.35	\$0.19	\$21.54
60 3rd Period		\$15.85	\$1.59	\$0.48	\$6.50	\$24.42	\$0.19	\$24.61
70 4th Period		\$18.49	\$1.85	\$0.55	\$6.61	\$27.50	\$0.19	\$27.69
80 5th Period		\$21.14	\$2.11	\$0.63	\$6.71	\$30.59	\$0.19	\$30.78
Apprentices	May 1, 1999							
40 1st Period		\$10.57	\$1.06	\$0.32	\$7.06	\$19.01	\$0.19	\$19.20
50 2nd Period		\$13.21	\$1.32	\$0.40	\$7.17	\$22.10	\$0.19	\$22.29
60 3rd Period		\$15.85	\$1.59	\$0.48	\$7.25	\$25.17	\$0.19	\$25.36
70 4th Period		\$18.49	\$1.85	\$0.55	\$7.36	\$28.25	\$0.19	\$28.44
80 5th Period		\$21.14	\$2.11	\$0.63	\$7.46	\$31.34	\$0.19	\$31.53
Apprentices	May 1, 2000							
40 1st Period		\$10.57	\$1.06	\$0.32	\$7.91	\$19.86	\$0.19	\$20.05
50 2nd Period		\$13.21	\$1.32	\$0.40	\$8.02	\$22.95	\$0.19	\$23.14
60 3rd Period		\$15.85	\$1.59	\$0.48	\$8.10	\$26.02	\$0.19	\$26.21
70 4th Period		\$18.49	\$1.85	\$0.55	\$8.21	\$29.10	\$0.19	\$29.29
80 5th Period		\$21.14	\$2.11	\$0.63	\$8.31	\$32.19	\$0.19	\$32.38

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

**Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.52, Pension 3.14, Other Funds - .18 (Education Fund - .12, Sports, Entertainment and Retirees - .04, Promotion - .02), CCO Fund - .15, SUB Fund - .45, Union Dues Journeyman and Foremen - .20, Union Dues Apprentices and all other classifications - .08, JEPP - .10, Stabilization Fund - .50 (pro-rated for Foremen and Apprentices), Market Recovery Fund -.73 (pro-rated for Foreman and Apprentices), Training Trust Fund - .06.

May 1, 1999: Same as May 1,1998 except Health and Welfare \$1.77 and Pension \$3.64.

May 1,2000: Same as May 1,1999 except Pension is \$4.49.

***Breakdown of Industry Fund:

May 1, 1998 to May 1,2000: Association Fund - .18, Bill 158 Fund - .01.

Clause 900 E.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

These shall be paid as described in Clause 1000.

Clause 900 E.4

OTHER FUNDS

These shall be paid as described in Clause 1000.

Clause 1000

HEALTH & WELFARE

(a) **The Company to a Welfare Fund \$1.52 (\$1.77** May 1, 1999 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator and shall be used to provide and purchase the Welfare benefits for the Employees and their families.

It is agreed that the Contractors may put Employees on temporary layoff provided that Health & Welfare contributions at the rate of one hundred and fifty (150) hours X \$1.76 (May 1, 1999 \$1.77) per month are paid. Such Employees would be eligible for recall to their last Employer only and would also be eligible for EI benefits.

(b) In addition to the hourly rates of pay ten (10) percent of wages shall be paid each Employee in the form of Vacation Pay. These payments are to provide for an annual vacation and for compensation for lost time on Statutory Holidays. These monies shall be paid monthly to a Trust Administrator.

(c) In the same manner as Vacation Pay, three (3) percent of wages shall be paid each Employee in the form of an RRSP. These monies shall be paid monthly to a Trust Administrator.

The Company shall pay to a Pension Fund \$3.14 (\$3.64 May 1, 1999, \$4.49 May 1,2000) per hour for each hour earned by each hourly rated Employee covered by the terms of this Agreement. These monies shall be paid monthly to a Trust Administrator.

(e) The Company shall pay to a SUB Fund \$0.45 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator.

(f) The Company shall pay to Other Funds \$0.18 per hour for each hour earned by each hourly rated Journeyman, Foreman, and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator who shall disburse these funds in accordance with the following schedule: \$0.12 Education and Training Fund, \$0.04 Sports, Recreational and Retirees Fund, and \$0.02 Local Union 353 Promotional Fund.

(g) In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

(h) The Company shall remit \$0.20 per hour for each hour earned by each hourly rated Journeyman and Foreman employed by the Company, and \$0.08 per hour for each hour earned by hourly rated Apprentices and all other

classifications employed by the Company as Union Dues. These monies shall be paid monthly to a Trust Administrator.

(i) The Company shall pay to the Industry Stabilization Fund \$0.50 per hour earned by each hourly rated Journeyman and a pro-rated amount for all other classifications (i.e. Foremen 1.13 x \$0.50, Apprentices 0.40 through 0.80 X \$0.50). These monies will be paid monthly to a Trust Administrator.

(j) The Company shall pay to the Market Recovery Fund \$0.75 per hour earned by each hourly rated journeyman and a pro-rated amount for all other classifications (ie. Foreman 1.13 x \$0.75, Apprentices 0.40 through to 0.80 x \$0.75). These monies will be paid monthly to a Trust Administrator.

(k) The Company shall pay \$0.06 per hour earned by each hourly rated classification to the Training Trust Fund. These monies will be paid monthly to a Trust Fund Administrator.

(l) The Company shall contribute Employer's Association Dues in the amount of \$0.19 per hour for each hour earned by each hourly rated Journeyman, Foreman, Apprentice and all other classifications employed by the Company. These monies shall be paid monthly to a Trust Administrator who shall pay the amount collected to the Electrical Contractors Association of Toronto on the thirtieth (30th) day of the month for the general operation of the Association.

(m) Owner/Operators who are new signatories to this Agreement and who perform bargaining unit work can not contribute to the following funds on their own behalf: Health and Welfare, Vacation Pay, RRSP, Pension.

Owner/Operators who are signatory to this Agreement and who perform bargaining unit work have the option to contribute to all of the following funds on their own behalf: Health and Welfare, Vacation Pay, RRSP, Pension, if they were previously contributing for any of these funds immediately prior to May 1, 1995.

All other funds must be paid for a minimum of 150 hours per month in the amounts and manner described in Clause 900E. 1 through 1002 inclusive.

Clause 1001

(a) The Welfare, Vacation Pay, RRSP, Pension, SUB Funds and Training Trust Fund shall be jointly trusteeed by the Local Union and the Electrical Contractors Association of Toronto.

(b) Each Employer shall remit payments and reports for me Welfare Fund, Vacation Pay Fund, RRSP Fund, Pension Fund, IBEW-CCO Fund, SUB Fund, Other Funds, Union Dues, Training Trust Fund, Industry Stabilization Fund, Market Recovery Fund and Association Dues prior to or on the twentieth (20th) day of the month following the month in which the hours were worked. Late payments are subject to an interest charge of \$0.08 for each hundred dollars outstanding for each day after the due date twentieth (20th) payable to the fund or funds involved (29.2% per annum). In the event that an Employer fails to remit the required payment(s) by the thirtieth (30th) day of the month, a grievance shall be filed requiring payment of all remittances due and/or as well as interest retroactive to the twenty-first (21st) day of the month in accordance with the time limits prescribed in Clause 1309 of the Provincial Section of the

Agreement.

- (c) Payments for Welfare, Vacation Pay, Pension Fund, RRSP Fund, IBEW-CCO Fund, SUB Funds, Other Funds, Union Dues, Training Trust Fund, Industry Stabilization Fund, Market Recovery Fund and Association Dues are to be reported on one form but the amounts are to be shown separately. The forms shall be supplied by the Administrator but must be satisfactory to the Company and shall be similar to the present Employer's Contribution Report.
- (d) Upon receipt of the monthly contributions for the above funds, the Trust Administrator shall separate the monies and disburse them on the thirtieth (30th) day of the month in which they are received. Distribution shall be as follows:
- (1) Welfare payments to the Local Union 353 Welfare Fund.
 - (2) Vacation Pay payments to a Trust Fund approved by the Director of Employment Standards.
 - (3) RRSP contributions to Local Union 353 Group RRSP Fund.
 - (4) Pension contributions to Local Union 353 IBEW Pension Fund.
 - (5) The IBEW-CCO contribution to the IBEW-CCO Fund.
 - (6) The SUB Fund payments to the Local Union 353 SUB Fund.
 - (7) Other Funds payments to the Local Union 353 Education and Training Fund, the Local Union 353 Promotional Fund, and the Local Union 353 IBEW Sports Fund.
 - (8) The Training Trust Fund payments to the Training Trust Fund.
 - (9) The Industry Stabilization Fund payments to the Industry Stabilization Fund.
 - (10) The Market Recovery Fund payments to the Market Recovery Fund.
 - (11) The Union Dues payments to Local Union 353, IBEW.
 - (12) Association Dues payments to the Electrical Contractors Association of Toronto.
 - (13) These payments shall be forwarded to the designated parties together with a list of the Employees and the payments being made to each fund based on the hours earned by such Employees.
 - (14) The responsibility of the Welfare Fund in regard to the Association Dues shall be limited to receiving and disbursing those Dues in accordance with the information set out in the report forms.
- (e) The Association's payments to the Administrator to cover the cost of receiving and disbursing the Association Dues shall be established periodically by the Trustees. The cost of collecting delinquent payments will be allocated between the Funds and Dues on a pro rata basis. If payment of the Association Dues is withheld by the Union for any reason for a period of over thirty (30) days from the due date of payment, the Welfare, Vacation Pay, RRSP, Pension, IBEW-CCO Fund, SUB Fund, Other Funds, Union Dues, Training Trust Fund, Industry Stabilization Fund, Market Recovery Fund and Association Dues for each ensuing month shall be paid by the Employers to a Trust Company until the Association Dues are released.
- The ECAT or Local Union 353 shall have immediate

recourse to the Grievance and Arbitration Procedure to secure payment of any monies outstanding, including any claim for liquidated damages.

A yearly audited financial statement and monthly financial information in the form of a copy of the computer printout, shall be provided promptly to the Association.

- (f) An independent Auditor, mutually approved by the Union and the Company, may be appointed to audit the books and records of Employers but only as they relate to payroll.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

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

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Trust Administrator.

Clause 1003

OFF STANDARD JOBS

Any off standard job conditions shall be referred to the Conference Board.

Clause 1004

SAFETY AND PERSONAL CONDUCT

The use of intoxicating liquors and drugs (not prescribed by a physician) on a job or during working hours including rest or lunch periods, may be sufficient cause for dismissal.

In the event that an Employee arrives at the job at the start of his working day under the influence of intoxicating liquor or drugs, that Employee shall be sent home and the Union Business Representative and Company advised immediately of the action taken. A second occurrence shall be sufficient cause for dismissal.

Clause 1100

TRAVELLING ALLOWANCES

When employment is outside the area bounded by the Pickering Town Line in the east, the Regional Municipality of York Regional Road No. 25 on the north to Highway No. 50, Highway No. 50 on the west south to Highway No. 7 then west on Highway No. 7 to Highway No. 10 and south on Highway No. 10 to Lake Ontario but within the jurisdiction of the Union, mileage at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre shall be paid each Employee from the above boundary to the job and return.

Clause 1101

Employees requested to travel out of the jurisdiction of Local Union 353 shall be paid transportation costs and travelling time to and from such jobs and shall be paid a minimum board allowance of \$70.80 (\$71.60 May 1, 1999, \$72.60 May 1,

2000) per over-night stay. If adequate accommodations are not available for \$70.80 (\$71.60 May 1, 1999, \$72.60 May 1, 2000) per over-night stay, legitimate vouchered expenses will be honoured. The Company shall advance a reasonable sum of money for expenses and accommodations.

Clause 1102

Where licences are required in addition to the Certificate of Qualification or permit fees are required, the Company shall reimburse the Employee for the cost of same.

Clause 1103

Employees requested to use their vehicles for the convenience of the Employer shall be reimbursed at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre and shall be reimbursed for parking fees paid out during such periods. In addition to the Employee's tools the amount of material and equipment carried in the Employee's vehicle shall be limited to what could be carried in a normal size tool hand box.

Clause 1104

TORONTO PARKING ALLOWANCE

Union members working in the downtown core shall be paid \$3.63 per working day as parking allowance. This allowance is compensation for personal travel and transportation costs including the parking of personal vehicles.

The downtown core is defined as the area bounded by the east-side of Dufferin Street in the west, the west-side of Sherbourne Street and Mount Pleasant Road in the east, the south-side of Eglinton Avenue in the north and by Lake Ontario in the South.

Clause 1500

RESIDENTIAL APARTMENT HOUSE WORK

Scope

This Section is intended to cover residential construction only. The working conditions, hours of work and other terms contained herein shall apply to inside and outside electrical construction work performed by the Contractor within the property lines of apartment buildings and residences built within the jurisdictional area of the Union.

Clause 1501

TOTALLY RESIDENTIAL

A totally residential building or complex of buildings is one in which every feature of design and purpose pertains to the providing of residential living quarters and is restricted solely to tenants in residence and has no other feature intended for commerce, business or service for gain. To this type of totally residential building or complex of buildings this Section shall apply.

Clause 1502

PRIMARILY RESIDENTIAL

A primarily residential building or complex of buildings is one that although most of the features of design and purpose pertain to the providing of residential living quarters and are restricted to tenants in residence, does have other features which are intended for commerce, business or service for gain. To this type of primarily residential building or complex of buildings this Section shall apply only under the following conditions: Those features intended for the purpose of commerce, business or service for gain, which are supple-

ments or adjuncts, or a free standing building within the complex of buildings, for that purpose and thereby differentiate between a totally residential building or complex of buildings and a primarily residential building or complex of buildings, as defined herein, shall not be more than fifteen (15) percent of the entire floor area of the building or complex of buildings.

Any free standing commercial building within the complex of buildings which is tendered at a date other than the tender call date for the residential buildings within the complex shall be excluded from the conditions of this Section,

Clause 1503

HOURS OF WORK

- (a) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- (b) Daily starting and stopping times may be adjusted up to one (1) hour earlier and one (1) hour later when agreeable to the Company and the Local Union Business Manager.

Clause 1504

CLASSIFICATION

Employees shall be classified in accordance with their employment, that is if they are employed on residential or apartment house work, they shall work under the terms of this Section. Employees classified as residential shall work on residential work only.

Clause 1505

Employees engaged on work other than residences and apartment houses may be transferred to residential and apartment house work.

Clause 1506

STARTING PLACE

Practice shall be in accordance with procedures in the ICI Sector.

Clause 1507

EXCLUSIONS

It is agreed and understood that Clauses relating to Job Stewards contained in the Principal Agreement shall not apply to apartment house work.

On apartment house work, the Business Manager may conduct an election of the employees of the contractor to elect one Union Representative for the Company. The election will be conducted at a mutually agreed location by the Business Manager and the Contractor. On specified projects, the Business Manager will notify the Contractor that a Union Representative will be elected for that project from the employees of the contractor on the specific project.

The Contractor shall be notified in writing when the Union Representative is elected. The Union Representative will be responsible for his regularly assigned work on behalf of the Contractor.

The Union Representative shall not be discriminated against nor suffer any recrimination as a result of his performing these functions. The Union Representative shall be offered the opportunity to share in the overtime on the site on which he is working.

On specified projects the Union Representative may be laid off when the crew on the project is reduced to 4 or less employees.

Clause 1508

INCLUSIONS

The Clauses in the Principal Agreement shall apply to this Section save and except where they are specifically amended or excluded by the Clauses in this Section.

Clause 1600

MAINTENANCE

Clause 1601

PURPOSE

The purpose of this Agreement is to establish wages, conditions and hours of work for maintenance type work. Members to be employed under the Maintenance Agreement shall do so at their option.

Clause 1602

RECOGNITION

- (a) The Contractors and the Union recognize the ECAT and Local Union 353, IBEW as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for their respective members and affiliates, and agree to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- (b) The Union shall not sign this Agreement with any Contractor who is not bound to the provisions of the prevailing ICI Construction Agreement.

Clause 1603

SCOPE OF WORK

- (a) The scope of this Agreement covers all work of a maintenance nature assigned by the Owner or representative to the Contractor and performed by the Employees of the Contractor covered by this Agreement within the Owner's building.
The Contractor agrees to notify the Local Union when commencing a maintenance job, and a pre-job conference may be convened.
- (b) The scope of this Agreement does not cover work performed by the Contractor of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with the provisions of the existing ICI Electrical Construction Agreement.
- (c) The Union and the Contractor understand that the Owner, may at his discretion, choose to perform directly or subcontract work for any part or parts of the work necessary.
- (d) All Electrical Sub-Contractors to the Contractor under this Agreement shall abide by the terms and conditions of this Agreement.
- (e) In the event a dispute arises as to whether a work operation is deemed to be construction work or work falling within the scope of this Agreement, the matter shall be referred to the Local Joint Conference Board for resolution. Failing resolution at this step, either Party may refer the matter to arbitration in accordance with the provisions of the Principal Agreement.

In the meantime, the work will be assigned by the Employer until he is otherwise directed by the Local

Joint Conference Board, the Electrical Trade Joint Board or the OLRB.

Clause 1604

DEFINITIONS

- (a) Maintenance shall be defined as any work performed within the limits of the Owner's building or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial, commercial or utility plant and facilities operating.
Maintenance work shall include replacement of existing individual items of machinery and equipment with new units. It is understood that this concept would not include replacement of an entire production system installation in a plant in order to increase production.
- (b) The term "existing", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
- (c) The term Contractor shall mean an Employer signatory to the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW-CCO.

Clause 1605

UNION SECURITY

If the Local Union is unable to furnish Certified Local Union workmen to the Contractor within three (3) working days of the time the Union Office receives the request for men (excepting Saturdays, Sundays and Holidays) the Contractor shall be afforded the right to employ certified workmen as are available. The Local Union will issue clearance cards to workmen hired in these circumstances who may be replaced by Certified Local Union workmen after ten (10) working days notice to the Contractor.

Clause 1606

BUSINESS REPRESENTATIVES

The Business Representative of the Union or his representative shall be allowed access to any job where members of the Union are employed under the terms of this Agreement after first obtaining permission of the Employer.

Clause 1607

STEWARDS

- (a) It will be the duty of the Steward to assist the Employer and the Union members in carrying out the provisions of the Agreement, and he will be allowed reasonable time to perform such duties by the Employer's representative on the job.
- (b) The Steward shall be retained until as near as possible to job completion provided he is qualified to perform the remaining work, otherwise the Business Manager of the Union will be notified in time to appoint a successor.

Clause 1608

NO STRIKES OR LOCKOUTS

In view of the grievance and arbitration procedures provided in this Agreement, it is agreed that there shall be no strike, picketing, slow down or stoppage of work, either complete or partial and that during the term of this Agreement there shall be no lockouts.

Clause 1609

EMERGENCY WORK

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

Clause 1610

GRIEVANCE AND ARBITRATION PROCEDURE

It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. When a difference arises between the parties, or any person or Party upon whom this Agreement is binding, relative to the interpretation, application, or administration of this Agreement, including any question as to whether the matter is arbitrable, or where an allegation is made that this Agreement has been violated, the matter shall be adjusted according to the grievance and arbitration provisions of the Principal Agreement.

Clause 1611

HOURS OF WORK

- (a) The Contractor does not guarantee to provide work for any Employee nor to maintain the hours per day or hours per week herein set forth.
- (b) Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive shall constitute a week's work. The regular starting time shall be 8:00 a.m. and the regular quitting time shall be 4:30 p.m. Lunch time shall be 12:00 noon to 12:30 p.m. and this may be staggered one-half (1/2) hour to accommodate emergencies. Employees shall have a ten (10) minute rest period at mid-morning and ten (10) minute rest period at mid-afternoon. These rest periods shall also apply to all overtime and shift work.
- (c) By mutual agreement in writing between the Business Manager and the Employer, the foregoing starting and quitting times may be changed to suit job requirements.
- (d) By mutual agreement between the Contractor and the individual Employee(s) involved, the forty (40) hour work week set forth above may from time to time be altered to accommodate requirements as prescribed by the Owner/Client.
- (e) When an Employee is required to work in excess of the regular daily hours Monday to Friday inclusive he shall be paid overtime at the rate of time and one half (1 1/2) the regular rate for the first four (4) hours of overtime each day and double time (2) thereafter.
- (f) The first eight (8) hours worked on Saturdays shall be paid as overtime at the rate of time and one-half (1 1/2) the regular rate of pay. All other work on Saturdays, and all work on Sundays and recognized Holidays shall be paid at double (2) the regular hourly rate.
- (g) Employees required to work more than two (2) hours overtime beyond their regular daily hours Monday to Friday inclusive without twenty-four (24) hours prior notice shall be supplied a hot meal after two (2) hours worked and supplied lunch every four (4) hours worked thereafter.

Clause 1612

WAGES

- (a) Journeymen working under the terms of this Agreement shall receive ninety-five (95) percent of the basic hourly wage rate established in the prevailing ICI Construction Agreement.
- (b) Apprentices working under the terms of this Agreement shall receive percentage rates as established in the prevailing ICI Agreement.

Clause 1613

RECOGNIZED HOLIDAYS

The recognized Holidays shall be those recognized in Clause 805 of the Principal Agreement and shall be celebrated on the days established in the Principal Agreement. Should the Owner/Client wish to alter the Holiday schedule therein, the Contractor may opt to follow the Owner/Client's schedule without penalty with prior notice to Local Union Office.

Clause 1614

WASHROOM AND LUNCHEON FACILITIES

When proper facilities are not already on the job, it shall be the Employer's responsibility to see that proper lunchroom, washroom and toilet facilities are available.

Clause 1615

PROTECTIVE CLOTHING & SAFETY

The Contractor and all Employees shall be subject to and observe safety and protection clothing requirements as established in Section 14 of the Principal Agreement, and the applicable Industrial/Occupational Health & Safety Acts and/or the Owner/Client safety policy.

Clause 1616

DURATION

There shall be no lockout by the Contractor, and no work stoppages by the Union, however the Contractor agrees that it will pay any appropriately adjusted monetary increase applicable to the ICI Electrical Construction Agreement effective on the same day it is effective in the ICI Agreement.

It is agreed the work force in effect on any site will not be increased or employed on work that is affected as a result of a construction strike or lockout.

Clause 1617

INCLUSIONS

All items not specifically amended by this Section shall be observed in accordance with the Principal Agreement.

Clause 1801

APPRENTICE RATIO

The Apprenticeship ratio shall be as follows:

- 1 to the Shop
- 1 for every three (3) Journeymen members of IBEW, L.U. 353 hired thereafter.

Ratios to be applicable to the shop only. Apprentices shall not be permitted to work alone.

LETTER OF UNDERSTANDING

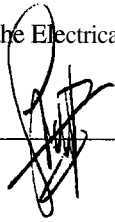
Re: Joint Apprenticeship Council


The parties agree that the responsibility of the JAC is to supply a sufficient number of new apprentices. In order to meet this responsibility, the ECAT/Local 353 Local Joint Conference Board agrees to recruit and dispatch 150 new first term apprentices through the JAC in 1998. The Local Joint Conference Board will meet in September 1998, 1999 etc. to establish the appropriate intake for the following calendar year.

In view of the large demand for new apprentices, candidates with a Grade 12 diploma and previous experience of 6 months or more with the sponsoring contractor in construction (i.e. cable installer, groundman, utilityman, summer help etc.) shall be accepted into apprenticeship program with a sponsoring contractor. The Contractors agree that they shall be responsible to graduate the apprentices indentured to them (i.e. 5 year commitment) as per previous memorandum December 1994. Should specific courses be required by these candidates (i.e. Physics, Chemistry, etc.) they will be provided by the JAC and successfully completed by the candidate, prior to starting his/her apprenticeship. All candidates must receive a score of 4 or greater on the National Apprenticeship Test.


Signed in Toronto this 30th Day of January 1998.

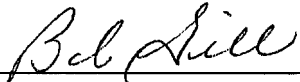
For the Electrical Contractors Association of Toronto:





For the IBEW Local Union 353:





SECTION 21- LOCAL APPENDIX - L.U. 402 - THUNDER BAY

Clause 602

FOREMEN

- (a) A Sub-Foreman shall be a qualified Journeyman Electrician having a valid Ontario Certificate of Qualification and Union Certificate who is in charge of three (3) or more men and assumes responsibility for all men under him for a period of ten (10) days or longer. No Sub-Foreman shall be in charge of more than one (1) job at any given time.
- (b) When a Foreman is appointed by the Employer his rate shall be fifteen (15) percent above Journeyman wage rate.

Clause 800

COMPRESSED WORK WEEK

By mutual agreement of the Union and the Contractor the normal compressed work week shall be Monday to Thursday; however, when job conditions dictate Monday to Friday coverage, a portion of the crew may be required to work a compressed week of Tuesday to Friday to cover these conditions.

Any Holiday will be considered a premium time day, in the event the Holiday falls on Monday or Friday. This would leave a balance of a thirty (30) hour work week, i.e. three (3) - ten (10) hour days.

This Article to be implemented for a three (3) year period and to be reviewed April 30, 1999 and April 30, 2000, at which time either Party may terminate this Article or mutually amend it.

**900 F.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 402 - THUNDER BAY**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total*** Package
Journeyman	May 1, 1998	\$30.13	\$3.01	\$3.39	\$36.53	\$0.20	\$36.73
	May 1, 1999	\$30.81	\$3.08	\$3.39	\$37.28	\$0.20	\$37.48
	May 1, 2000	\$31.58	\$3.16	\$3.39	\$38.13	\$0.20	\$38.33
Sub-Foreman (7%)	May 1, 1998	\$32.24	\$3.22	\$3.46	\$38.92	\$0.20	\$39.12
	May 1, 1999	\$32.97	\$3.30	\$3.46	\$39.73	\$0.20	\$39.93
	May 1, 2000	\$33.79	\$3.38	\$3.46	\$40.63	\$0.20	\$40.83
Foreman (15%)	May 1, 1998	\$34.65	\$3.46	\$3.54	\$41.65	\$0.20	\$41.85
	May 1, 1999	\$35.43	\$3.54	\$3.54	\$42.51	\$0.20	\$42.71
	May 1, 2000	\$36.32	\$3.63	\$3.54	\$43.49	\$0.20	\$43.69
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 1998	\$12.05	\$1.21	\$2.79	\$16.05	\$0.20	\$16.25
		\$15.07	\$1.51	\$2.89	\$19.47	\$0.20	\$19.67
		\$18.08	\$1.81	\$2.99	\$22.88	\$0.20	\$23.08
		\$21.09	\$2.11	\$3.09	\$26.29	\$0.20	\$26.49
		\$24.10	\$2.41	\$3.19	\$29.70	\$0.20	\$29.90
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 1999	\$12.32	\$1.23	\$2.79	\$16.34	\$0.20	\$16.54
		\$15.41	\$1.54	\$2.89	\$19.84	\$0.20	\$20.04
		\$18.49	\$1.85	\$2.99	\$23.33	\$0.20	\$23.53
		\$21.57	\$2.16	\$3.09	\$26.82	\$0.20	\$27.02
		\$24.65	\$2.47	\$3.19	\$30.31	\$0.20	\$30.51
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 2000	\$12.63	\$1.26	\$2.79	\$16.68	\$0.20	\$16.88
		\$15.79	\$1.58	\$2.89	\$20.26	\$0.20	\$20.46
		\$18.95	\$1.90	\$2.99	\$23.84	\$0.20	\$24.04
		\$22.11	\$2.21	\$3.09	\$27.41	\$0.20	\$27.61
		\$25.26	\$2.53	\$3.19	\$30.98	\$0.20	\$31.18

*Breakdown of Union Funds:

May 1, 1998: Health & Insurance - 1.10, RRSP - 2.00, CCO Fund- .15, Education .02, Defence Fund - .02, JEPP - .10.

**Breakdown of ECA Fund:

May 1, 1998: Association Fund - .19, Bill 158 Fund - .01.

***This does not include the \$0.02 per hour earned contribution to the Electrical Industry Education Trust Fund as specified in Clause 1004.

- NOTE: (1) On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.
- (2) A Union Dues Checkoff of \$27.00 is to be deducted from wages in the second pay period of each month.
- (3) Work Assessment in the amount of one (1) percent of gross wages is to be deducted weekly from each Employee referred from Local Union 402 hall.

900 F.2 - WAGES AND FRINGE BENEFITS
- RESIDENTIAL
L.U. 402 - THUNDER BAY

For information on the Residential Agreement Wages and Benefits, contact the offices of either the ECA Thunder Bay or Local 402, IBEW.

Clause 900 F.3

All work performed at a height of forty (40) feet or more above the permanent floor on scaffolding, staging or ladders will be paid at the rate of time and one-half (1 1/2) the applicable rate for each hour worked. Mechanical Lifts or verified Engineered Platforms to be excluded from high time premium.

Clause 900 F.4

DUES CHECKOFF

The Contractor agrees to deduct monthly from the pay of each Employee his respective Union Dues and forward same monthly to the Financial Secretary of the Union. The deduction for Union Dues shall be taken from the second pay period of the month.

Clause 900 F.5

WORK ASSESSMENT

It is agreed that, as a condition of employment, regardless if Employee is a member of the IBEW or not, if an Employee is referred from Local Union 402 all deductions for work assessment are to be made weekly, with no consideration to the number of hours that the Employee may have worked during this pay period. The Employer further agrees to submit to the Local Union Office all deductions with a list of the Employees not later than the fifteenth (15th) day of the following month in which the deductions have been made.

Clause 900 F.6

VACATION AND STATUTORY HOLIDAY PAY

Each Employee shall receive his Vacation and Statutory Holiday Pay weekly.

Clause 900 F.7

OTHER FUNDS

For payment of Other Funds, refer to Clauses 1000, 1001, 1002, 1003, 1004, 1004 (b) and 1005.

Clause 1000

HEALTH & INSURANCE PLAN

The Company contribute \$1.10 for each hour earned by each hourly rated Employee of the Employer for the Health & Insurance Plan. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

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

It is further agreed that these contributions will be administered by the Trustees, composed of a Board of Trustees (the Board to be comprised of two (2) Union Representatives and two (2) Company Representatives), to provide weekly indemnity and insurance plan for all members of Local 402, International Brotherhood of Electrical Workers and such other purposes as the Trustees from time to time may deem to be in the interest of the members' welfare.

The Employer shall report to the Administration Office (on a prescribed form) of the Health & Insurance Plan all new Employees and information pertaining to same.

Clause 1001

PENSION/RRSP

The Company shall contribute \$2.00 for each hour earned by each hourly rated Employee of the Employer for the Pension/RRSP Trust Fund. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

THE ADMINISTRATOR OF UNION FUNDS
910 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

Clause 1002

CCO FUND

In the same manner as the Health & Insurance Plan the Company shall contribute \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour earned to the IBEW Construction Council of Ontario Fund. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the month following to:

THE ADMINISTRATOR OF UNION FUNDS
9 10 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

All Income Tax assessed against the IBEW Construction Council Fund shall be paid by said CCO Fund.

Clause 1003

CONTRACTORS ASSOCIATION FUND

Each Contractor shall contribute \$0.20 per hour earned plus GST to the Electrical Contractors Association of Thunder Bay. (This includes the \$0.03 per hour contribution to the Bill 162 Fund, to cover the continuation of benefits.)

Payments to be calculated monthly and remitted (on a prescribed form), by the fifteenth (15th) day of the month following to:

THE ADMINISTRATOR OF E.C.A. FUND
9 10 COBALT CRESCENT,
THUNDER BAY, ONTARIO P7B 5W3

All contributions made to this Fund shall be used for the promotion, expansion and protection of the Electrical Industry and at no time may any of the contributions be used in any way to the detriment of the Union or any of its members.

Any Income Tax assessed against the Electrical Contractors Association of Thunder Bay Fund shall be paid by said Association Fund.

Clause 1004

EDUCATION TRUST FUND

The Employer shall contribute \$0.02 per hour earned to the Electrical Industry Education Trust Fund. An additional \$0.02 per hour earned shall be deducted from the hourly wage package of each Employee covered by this Agreement. These funds will also be directed to the Electrical Industry Education Trust Fund consisting of two (2) Contractor Representatives, and two (2) IBEW Local Union 402 Representatives. Payments to be calculated monthly and remitted (on a prescribed form) by the fifteenth (15th) day of the following month to:

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

Clause 1004 (b)

LOCAL UNION 402 DEFENCE FUND

It is agreed that as a condition of employment, if an Employee is referred from Local Union 402, regardless if the Employee is a member of the IBEW or not, each Employee shall contribute \$0.02 per hour earned to the Local Union 402 Defence Fund. These funds shall be combined with the Education Trust Fund contribution amounts, for the purpose of remittance. Disbursement of the Local Union 402 Defence Fund contribution amount to the Local Union office shall be conducted by the Administrator of the Education Trust Fund monies. Payments to be calculated monthly and remitted along with, and in the same fashion, as stipulated in Clause 1004 Education Trust Fund.

Clause 1005

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of Union Benefits and Association Funds, the Contractor shall remit \$0.10 per hour earned to the Administrator for the JEPP. This amount is remitted with the CCO Fund. The IBEW Construction Council of Ontario shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1006

SAFETY & PERSONAL CONDUCT

The use of intoxicating liquors and drugs (not prescribed by a physician) on a job or during working hours including rest or lunch periods may be sufficient cause for dismissal.

In the event that an Employee arrives to the job under the influence of intoxicating liquors or drugs, that Employee shall be sent off the job site and the Union Business Representative and Company advised of the action taken.

Clause 1007

LATE REMITTANCE PENALTIES

Remittances for Union or Benefit Funds, which are due by the fifteenth (15th) and not received by the twenty-fifth (25th) day of the month following that in which the hours are worked, shall be considered overdue. Overdue payments shall be subject to an immediate ten (10) percent assessment on the gross amount of such fund(s) and an additional ten (10) percent assessment shall be levied for each thirty (30) days thereafter.

Clause 1100

EXPENSE ALLOWANCE

Commuting Allowance

No Employee covered by this Agreement will as a condition of employment be obligated to use his own motor vehicle on Company business. However, if an Employee uses his own motor vehicle to transport himself to a job away from the shop with the consent of the Contractor, he shall be allowed \$0.36 (effective May 1, 1999 \$0.37) per kilometre. He shall also

carry in his motor vehicle any assistant to such job.

Clause 1101

TRAVELLING ALLOWANCE

- (a) Where an Employee is required to commute daily from Thunder Bay to a job site outside the city limits, he shall receive as travel allowance .94 minutes per kilometre at his regular hourly rate. The workman shall be on the job at regular starting time and work a full shift. Mileage is to be computed from Thunder Bay City Limits and return.
- (b) Where an Employee is required to commute daily, on other instances, out of the City of Thunder Bay, mileage will be computed from the designated post office to within one hundred (100) metres of the designated work area, and paid as in paragraph (a).
- (c) Any job site situated more than eight (8) kilometres from the city limits may be paid under this Article, or as weekly Board Allowance under Article 1102, at the option of the Employer.
- (d) Where transportation is not provided by the Employer, the Employee shall receive \$0.36 (effective May 1, 1999 \$0.37) per kilometre transportation allowance in lieu thereof.
- (e) When an Employee is instructed by the Employer to report to a job location which necessitates transportation and travelling time, he shall be paid transportation cost and travel allowance in accordance with Article 1101(a) and (d).
The Employee be compensated at his single hourly rate not exceeding eight (8) hours per day for such travelling time, plus all applicable benefits.
- (f) **Wraps** - The cost of transportation to and from the job shall be paid every thirty (30) days worked, plus wages for the appropriate time allowance. This shall be paid whether or not the Employee actually returns to Thunder Bay.
This is to be paid at the same time normal wages are paid for the day on which the thirtieth (30th) falls.
- (g) An Employee shall also be entitled to return transportation and travel time if:
 - (1) he has been laid off;
 - (2) the job has been completed;
 - (3) if he has been displaced by a bump.
- (h) **Bumping** - Where travel time and mileage are involved the person being immediately displaced because of enacting a bump under Section 7, shall receive travel and mileage as per Local Appendix Clause 1101 - G. The workman instituting the action shall not be entitled to initial time and mileage. This shall only apply if there is an immediate displacement due to the bump.
- (i) In the event of a compressed work week, i.e. four (4) day work week, five (5) days worked will apply to the wrap; i.e. three (3) day work week, four (4) days worked will apply to the wrap. Statutory Holidays, Saturday & Sunday are not included unless worked.

Clause 1102

ROOM AND BOARD

- (a) When Employees are sent to a job out of Thunder Bay to perform or supervise work coming within the jurisdiction claims of the IBEW, the Contractor shall choose to provide either:

- 1) suitable room and board, or;
- 2) hourly living out allowance to a maximum of ten (10) hours worked per day on a compressed work week, or to a maximum of eight (8) hours worked per day on a normal work week shall be:

\$9.17 - May 1, 1998

\$9.27 - May 1, 1999

\$9.42 - May 1, 2000

This Article to be implemented for a three (3) year period and is to be reviewed April 30, 1999 and April 30, 2000, at which time either Party may terminate this Article or mutually amend it. If terminated by either Party, Clause 1102 (a) out of the 1986/88 Agreement becomes effective immediately.

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

- (b) When a camp is established the Employee shall have the option of camp accommodation or camp allowance provided the Employee indicates his choice only once, at the time of his initial assignment to the project. Where an Employee has chosen not to live in camp he shall not qualify for daily travel time or transportation allowance.
- (c) Subsistence Allowance shall be paid for the remaining regular hours of work in the day, when Employees are prevented from working due to climactic conditions, and are sent home at the direction of the Employer.

Clause 1103

PRE-JOB CONFERENCE

A pre-job conference shall be held with any Contractor doing work outside the city limits of Thunder Bay. The camp's condition, if one is to be established, shall be negotiated and/or if commuting is to be a factor, the amount of daily commuting shall be determined at that time.

Clause 1104

RESIDENCE CLAUSE

When a Commercial, Institutional, Industrial or Residential jobsite is established more than one hundred (100) miles from the city limits of Thunder Bay, Employees who reside within a twenty (20) mile radius by road travel shall not qualify under Clause 1101 (a) - (g) and Clause 1102 (a) & (b). On such jobsites Employees who reside within that radius shall be eligible to have their name on a preferred hiring list for that area. Subject to Residence Clause, i.e. three (3) months permanent residence prior to job commencing.

Language changes to Clauses 1007, 1102 (c), 900 F.3, 1104 and 1500 are to be implemented for the three (3) year period of May 1, 1998 to April 30, 2001, at which time either Party may terminate any or all of the above noted changes. In the event of termination of the changes by either Party, the language for the applicable Clause as it is contained in the Collective Agreement for the period May 1, 1995 to April 30, 1998, shall apply.

Clause 1500

RESIDENTIAL SCOPE

House and townhouse and underground subdivision work pertaining to same. Apartments or condominiums whose design and purpose pertains to the providing of residential living quarters, but which may have features intended for commerce,

business or service for gain, These features shall not exceed more than fifteen (1.5) percent of the entire floor area of the building or complex of buildings intended to provide residential living quarters. Any free standing commercial building within the complex of buildings tendered at a date other than the tender date for the residential buildings within the complex shall be excluded from the conditions of this Section. The scope of this Section shall not apply to residential electrical work as follows:

Student residences - on or off campus.

- (a) All members of Local Union 402 shall have equal opportunity and freedom of choice without recrimination to work under the terms of this Section.
- (b) The Contractor shall have the right to select and name one (1) Foreman or one (1) Journeyman per job site for the duration of the job.
- (c) On all job sites employing five (5) or more Employees, one (1) member shall be appointed Foreman. One (1) Foreman shall not control more than fifteen (15) Employees. When a Foreman has been appointed, the Employees will not take direction from anyone except the Foreman. The Foreman's rate of pay shall be ten (10) percent above the Journeyman's rate of pay.
- (d) In an attempt to regain some of the residential electrical construction work being performed by the Non-Union Contractors, the ratio of Journeyman and Apprentices may be adjusted for stipulated projects upon mutual agreement between the Local Union Business Manager and the E.C.A.T.B. This adjustment would be agreed to prior to the commencement of work or existing government ratios would apply.
- (e) Apprentice rates shall be the percentage of Journeyman rate applicable to the Apprenticeship term.
- (f) The hours of work shall be eight (8) hours per day with one-half (1/2) hour for lunch, to a maximum forty-four (44) hour work week from Monday to Friday.
- (g) **Overtime:**
For all work performed beyond forty-four (44) hours Monday to Friday, time and one-half (1 1/2) the applicable rate shall be paid. Saturday shall be paid at one and one-half (1 1/2) times the applicable rate for the first eight (8) hours worked and double (2) time beyond eight (8) hours. Double (2) time shall be paid for Sundays and Statutory Holidays if worked.
- (h) **Regular Pay - Journeyman**
The Residential rate of pay shall be negotiated separately from the ICI Agreement. 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 the Local Union Negotiating Committee and the ECATB Negotiating Committee before submission to the ETBA-IBEW CCO for approval.
- (i) **Reporting Time**
If Employees are required by the Employer to report for work and if no work is available, they shall receive one (1) hours pay.
- (j) **Transfers**
There shall be no transfer of Residential Wireman out of this classification without the mutual Agreement of the Company and the Union.
- (k) All working conditions in the Principal Agreement shall apply to this Section except where they are specifically amended by Clause 1500.

SECTION 21- LOCAL APPENDIX - L.U. 530 - SARNIA

Clause 602

FOREMEN

General Foremen - minimum of \$3.25 per hour above Journeyman's rate. Foremen - minimum of \$2.50 per hour above Journeyman's rate. Sub-Foremen - minimum of \$1.00 per hour above Journeyman's rate.

All General Foremen, Foremen and Sub-Foremen shall be members of the Union and all General Foremen and Non-Working Foremen shall not be allowed to perform work with the tools.

The ratio of Foremen to Journeymen shall be of the following schedule:

Three (3) to five (5) Journeymen - one (1) Working Sub-Foreman

Six (6) to seven (7) Journeymen - one (1) Working Foreman

Eight (8) to twelve (12) Journeymen - one (1) Non-Working Foreman

Thirteen (13) to twenty-four (24) Journeymen - two (2) Non-Working Foremen

(1) Non-Working Foreman to be appointed for every twelve (12) Journeymen thereafter. When a second Foreman is appointed on a job, one (1) Foreman shall receive General Foreman's rate and shall be in direct charge of the Foreman and the crew when there are 24 or less Journeymen on the job site. When a third Foreman is appointed, the General Foreman shall be in charge of the Foremen only and shall issue all orders to them.

· Twenty-four (24) to fifty (50) Journeymen - one (1) General Foreman

· Fifty-one (51) or more Journeymen - two (2) General Foremen

In applying the foregoing tables, Foremen shall not be included in computing the number of Journeymen.

The Employer cannot name-hire Sub-Foreman but may name-hire Foremen and General Foremen.

Cable Splicers and Journeymen shall receive Foremen's rate when splicing or terminating 5 K.V. P.I.L.C. cables and cables at 13 K.V. and above. A minimum of four (4) hours time shall be paid when splicing, capping or jointing cables as defined in above.

Clause 800A

HOURS OF WORK - TIMEKEEPING

The following conditions shall apply to Employees reporting late for work:

- (a) Employees shall be afforded one (1) three (3) minute late grace period in any one (1) pay period.
- (b) Any Employee reporting late for work a second time in any one (1) pay period shall be docked as follows:
One (1) to three (3) minute - Fifteen (15) minutes deduction.
Beyond three (3) minutes - Deductions of fifteen (15) minute increments.
- (c) Any Employee reporting late for work on a third occasion in any one (1) pay period shall be subject to disciplinary action including suspension and/or discharge.
- (d) Continued lateness in subsequent pay periods may result in disciplinary action including suspension and/or discharge of offending Employees.
- (e) Any Employee absent without leave or notification for three (3) consecutive working days shall be subject to

immediate discharge. This is not to mean an Employee is required to call in every three (3) days during absenteeism.

- (f) If an Employee has had safety training, W.H.M.I.S. Cards or Photo I.D. and loses it or does not have it available and they have to be replaced, or loses time for not having it, it shall be at the Employee's time and expense to replace it. Employees will be afforded one (1) such incident as above in a three (3) month period.

Clause 804

INCLEMENT WEATHER

- (1) Three (3) hours reporting time shall be paid an Employee(s) who reports for work under Article 8, Section 804 (a) and (b) of the Collective Agreement and cannot work due to inclement weather. The Employer Designated Representative and Shop Steward shall jointly determine whether or not work can proceed in such instances.
- (2) Once the Employers Designated Representative and Shop Steward have determined work can proceed, any Employee refusing to go to work upon direction of the Foreman shall forfeit the three (3) hours show up time.
- (3) At any time between 8:00 a.m. and 10:00 a.m. (or up to two (2) hours after the regular starting time), the Employer may require the Employee(s) to work inside or under shelter; or in the inclement weather, providing the Employer supplies suitable protective clothing to Employees required to work in inclement weather.
- (4) If by 10:00 a.m. (or two (2) hours after regular starting time), the Employer has not directed the Employee(s) to work, said Employees may leave the job site and receive three (3) hours reporting time.
- (5) If an Employer chooses to totally suspend a job due to inclement weather all Employees shall be sent home, and receive three (3) hours reporting pay.
- (6) Any Employee(s) who has been assigned inside work prior to the inclement day shall not be included in items (1) through (4) but shall be included under item (5) above. However, it is understood and agreed, that Warehouse and Temporary Maintenance Personnel may be retained as required.

Clause 805

STATUTORY HOLIDAYS

When working supplementary to an Owner's Workforce, and when a Statutory Holiday is celebrated by that Owner's Workforce on a day other than designated herein, then those Members of Local Union 530 will observe the holiday on the same day as celebrated by the Plant Workforce.

Clause 806

OVERTIME

If Employees are required to work in continuance of their regular working hours, a minimum of one (1) hour at overtime rates shall be paid.

Clause 807

CALL OUTS

When an Employee is called out before 4:00 a.m. and stays after 8:00 a.m. the Employee shall receive double (2) time continuously until job completion.

**900 G.1 - WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 530 - SARNIA**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 1998	\$30.04	\$3.00	\$4.93	\$37.97	\$0.28	\$38.25
	May 1, 1999	\$30.65	\$3.07	\$5.00	\$38.72	\$0.28	\$39.00
	May 1, 2000	\$31.36	\$3.14	\$5.07	\$39.57	\$0.28	\$39.85
Sub-Foreman (plus 1.00)	May 1, 1998	\$31.04	\$3.10	\$4.93	\$39.07	\$0.28	\$39.35
	May 1, 1999	\$31.65	\$3.17	\$5.00	\$39.82	\$0.28	\$40.10
	May 1, 2000	\$32.36	\$3.24	\$5.07	\$40.67	\$0.28	\$40.95
Foreman (plus 2.50)	May 1, 1998	\$32.54	\$3.25	\$4.93	\$40.72	\$0.28	\$41.00
	May 1, 1999	\$33.15	\$3.32	\$5.00	\$41.47	\$0.28	\$41.75
	May 1, 2000	\$33.86	\$3.39	\$5.07	\$42.32	\$0.28	\$42.60
General Foreman (plus 3.25)	May 1, 1998	\$33.29	\$3.33	\$4.93	\$41.55	\$0.28	\$41.83
	May 1, 1999	\$33.90	\$3.39	\$5.00	\$42.29	\$0.28	\$42.57
	May 1, 2000	\$34.61	\$3.46	\$5.07	\$43.14	\$0.28	\$43.42
Apprentices	May 1, 1998						
40 1st Period		\$12.02	\$1.20	\$2.58	\$15.80	\$0.28	\$16.08
50 2nd Period		\$15.02	\$1.50	\$2.58	\$19.10	\$0.28	\$19.38
60 3rd Period		\$18.02	\$1.80	\$2.58	\$22.40	\$0.28	\$22.68
70 4th Period		\$21.03	\$2.10	\$2.58	\$25.71	\$0.28	\$25.99
80 5th Period		\$24.03	\$2.40	\$2.58	\$29.01	\$0.28	\$29.29
Apprentices	May 1, 1999						
40 1st Period		\$12.26	\$1.23	\$2.58	\$16.07	\$0.28	\$16.35
50 2nd Period		\$15.33	\$1.53	\$2.58	\$19.44	\$0.28	\$19.72
60 3rd Period		\$18.39	\$1.84	\$2.58	\$22.81	\$0.28	\$23.09
70 4th Period		\$21.46	\$2.15	\$2.58	\$26.19	\$0.28	\$26.47
80 5th Period		\$24.52	\$2.45	\$2.58	\$29.55	\$0.28	\$29.83
Apprentices	May 1, 2000						
40 1st Period		\$12.54	\$1.25	\$2.58	\$16.37	\$0.28	\$16.65
50 2nd Period		\$15.68	\$1.57	\$2.58	\$19.83	\$0.28	\$20.11
60 3rd Period		\$18.82	\$1.88	\$2.58	\$23.28	\$0.28	\$23.56
70 4th Period		\$21.95	\$2.20	\$2.58	\$26.73	\$0.28	\$27.01
80 5th Period		\$25.09	\$2.51	\$2.58	\$30.18	\$0.28	\$30.46

*Breakdown of Union Funds:

May 1, 1998: Health & Welfare -1.50 (plus 8% R.S.T.), Bill 162 Fund - .03, JEPP - .10, Organizing Fund -.10, Stabilization Fund -.20, Pension \$3.00 (May 1, 1999 - \$3.07, May 1,2000 - \$3.14) Apprentice Pension - .65.

- NOTE: 1 . On agreement of the ETBA and IBEW-CCO, total Package amounts for the period May 1,1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.
2. Employer Association Fund - to be remitted monthly to E.C.A.S., P.O. Box 545, Sarnia, Ontario, N7T 7J4. GST to be added.
 3. Pension contribution is calculated at 10% of the Journeyman base rate for all classifications except Apprentices.
 4. On any job where fifty (50) or more IBEW workmen are employed, the Steward shall be paid Sub-foreman's rate.
 5. An Employee deduction of \$0.95 per hour is to be deducted from the rate before tax and remitted monthly in accordance with Clause 1000B.

Clause 900 G.2

HEIGHT PAY

- (a) When a man is working on towers, vessels, cable trays, scaffolds and similar type structures, he shall receive the following rates:

From thirteen (13) to twenty-three (23) metres above-ground - \$0.50 per hour above the Journeyman's rate.

Twenty-three (23) metres aboveground and over- \$1.00 per hour above the Journeyman's rate.

- (b) Rates for work of a special nature, such as smoke stacks, flare stacks, and bridges shall be paid a premium of \$6.00 per hour above the regular rate of pay.
- (c) Employees working in existing Carbon Black Plants and/or Units will be paid a premium of \$1.25 per hour above Journeyman's rate and supplied with coveralls.
- (d) Rates for work performed on underground mine projects and tunnels (not including tunnels between buildings or under roads between units or plants) shall be paid a premium of \$1.50 per hour above the regular rate of pay.
- (e) All above rates apply on an eight (8) hour day, Monday through Thursday and four (4) hours on Friday or for duration of the job. All above premiums will be doubled on overtime work. Foremen in direct charge of three (3) men or less shall receive a minimum of two (2) hours per day under this Article. Foremen in direct charge of four (4) men or more will be paid a minimum of eight (8) hours per day Monday to Thursday inclusive and four (4) hours on Friday or for the duration of the job, under this Clause.

Clause 900 G.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

Vacation pay shall be paid weekly.

Clause 901

TEMPORARY LAYOFF

It is agreed that the Contractors may put Employees on temporary layoffs provided that Health & Welfare contributions of \$1.00 per hour plus an administration fee of \$0.15 per hour for normal working days are paid. Such Employees would be eligible for re-employment by their last Employer only and would also be eligible for EI benefits.

Clause 1000 A

HEALTH, WELFARE, PENSION, STABILIZATION AND UNION FUNDS

In addition to the basic hourly rate, the Employer will make contributions to the Health, Welfare, Pension, Stabilization and Union Funds per hour earned per month for all Employees covered by this Agreement in accordance with the provisions of schedule 900 G. 1. Such contributions shall be remitted to Local Union 530 Welfare, Pension, Stabilization and Union Funds administration not later than the twenty-fifth (25th) day of the following month for which contributions were made.

Clause 1000 B

The Employer shall deduct \$0.95 per hour earned from the base rate of each Employee on his payroll before tax and remitted monthly in the same manner on the standard benefit reporting form as set forth in Clause 1000 A above. Payment of Union Funds, Stabilization Funds and Health and Welfare

Funds to be on one cheque made payable to Local 530 IBEW. Payment of Pension Funds on a separate cheque made payable to Local 530 IBEW Pension Fund. Payments to the IBEW Construction Council of Ontario shall be remitted directly by Local Union 530 IBEW.

Clause 1000 C

PENALTY CLAUSE

Any Contractor who has not made payment of the Benefit and Union Funds on or before the twenty-fifth (25th) day of the month following the month worked will be subject to a one (1) percent penalty charge and a one and one half (1 1/2) percent per month interest charge on the unpaid balance. Any reasonable violation will not be considered a penalty.

Clause 1001 A

EMPLOYER ASSOCIATION FUND

Each Contractor shall contribute \$0.28 per hour for each hour paid to Employees working within the jurisdiction of Local Union 530 IBEW under the terms of this Agreement to the Employer Association Fund. Such contributions shall be remitted in the same manner and on the same standard benefit reporting form as set forth in Clause 1000 A. Contractors may change Association Funds as they require. Such changes are to be reasonable in scope.

However, this contribution shall be by separate cheque, payable to the Electrical Contractors Association Sarnia, P.O. Box 545, Sarnia, Ontario N7T 7J4. Contributions for overtime hours worked shall be at \$0.56 per hour. GST is to be added.

Clause 1001 B

All reasonable costs involving Apprenticeship Training approved by ECA Sarnia shall be paid from the Employer Association Fund.

Clause 1002

JOINT ELECTRICAL PROMOTION PLAN

Pursuant to the Memorandum between the Parties dated May 23, 1991 and incorporated into this Collective Agreement by Memorandum dated February 14, 1992, the Joint Electrical Promotion Plan (JEPP) is established. On the same form and in the same manner as for the remittance of union benefits and association funds, the Contractor shall remit \$0.10 per hour earned to Local 530 IBEW for the JEPP. Local 530 IBEW shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to Local 530 IBEW.

Clause 1100 A

TRAVEL ALLOWANCES

No Employee shall use his car for the convenience of the Employer.

Clause 1100 B

No Employee shall use his truck for the convenience of the Employer unless he gets a minimum of seventy-five (75) percent of the standard area rental rates. Employee must show proof of same when requested by Local Union Business Agent.

Clause 1101

TRAVEL ALLOWANCE

- (a) Free Zone is defined as the City of Sarnia and Point Edward east of the St. Clair River, south to the north side of the first Sombra Township Road south of Canadian Industries Limited, then easterly to Highway No. 21 and north on Highway No. 21 to the Junction of Highways No. 402 and No. 21, then north to Lake Huron on Plympton Sideroad No. 15, including any job or project with direct access off Highway No. 21 or Plympton Sideroad No. 15.

Zone A is remainder of Lambton County. \$15.50 (\$15.70 May 1, 1999, \$16.00 May 1, 2000) per day for work in this Zone.

- (b) Men working out of Local Union 530 requested to work beyond the "Free Zone" shall receive travel allowance as provided above unless transportation is supplied by the Employer on the Employer's time.

Clause 1102

When sent by their Employers to a job outside Lambton County, men working and boarding outside Lambton County shall be paid at the rate of \$46.00 (\$46.50 May 1, 1999, \$47.25 May 1, 2000) per scheduled working day. Mileage shall be paid to and from such jobs once every three (3) months unless transportation is supplied.

Clause 1103

When parking lot becomes an issue on a job because of location to said job site, the Employer and the Union Business Manager will negotiate walking time. Each problem to be handled on its own merit.

Clause 1500

RESIDENTIAL

The scope of this Agreement is to cover residential electrical work in the following areas: Single Family Dwelling, Multiple Family Dwelling, Town Houses and Row Houses, Ontario Housing Corporation Projects, Senior Citizen Unit Projects, High Rise Apartments any size with a maximum of fifteen (15) percent commercial content.

The above scope does not cover any work performed by the Contractor involved in Institutional, Commercial (other than defined above) or Industrial work which is covered by the ICI Provincial Agreement.

Clause 1501

RESIDENTIAL HOURS OF WORK

Eight (8) hours per day shall constitute a days work and forty (40) hours per week Monday to Friday inclusive.

The regular work day shall be from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch period.

When an Employee is required to work in excess of the regular daily hours Monday to Friday inclusive he shall be paid overtime at the rate of time and one-half (1 1/2) the regular rate for the first four (4) hours each day and double (2) time thereafter.

All wages, benefits and conditions shall be as noted in the ETBA-IBEW ICI Construction Agreement.

Clause 1600

MAINTENANCE

Contact ECA Sarnia or L.U. 530 IBEW for Local Maintenance Agreement.

Clause 1907

Contractor to supply gloves.

Clause 1908

WORKING CONDITIONS

An Employee is not to operate vehicle, equipment unless properly qualified, either by licence or suitable experience and training. If found to be in flagrant violation, Employee will be subject to disciplinary action including suspension and/or discharge.

SECTION 21- LOCAL APPENDIX - L.U. 586 - OTTAWA

Clause 602

(a) FOREMEN

On all jobs requiring four (4) or more Employees, one (1) Local member shall be designated as a Foreman, except where the job qualifies under 602(b). One (1) Foreman shall not supervise more than fifteen (15) Employees on any project requiring a Foreman and after there are ten (10) Employees, the Foreman shall not work with the tools. When two (2) Foremen are required one (1) shall be designated a General Foreman.

On all projects requiring four (4) or more Employees, such Employees are not to take direction from anyone except the Foreman.

(b) SUB-FOREMEN

On all small projects requiring four (4) to seven (7) Employees and not having a duration of more than three thousand five hundred (3,500) hours, one (1) Local member shall be designated as a Sub-Foreman. The Sub-Foreman's rate of pay shall be six (6) percent over the journeyman's base rate. This Sub-Foreman must be picked from within the Company and shall not be name-hired.

(c) OVERTIME NOTIFICATION

The Employer shall notify the Union office prior to working overtime. Prior notification shall not apply to emergency overtime. Emergency overtime applies only to repairs where life may be endangered or property damaged.

Clause 700

WHMIS TRAINING

All referrals of IBEW members must have completed the five (5) module Workplace Hazardous Material Information System training program, or have the training scheduled. Any special WHMIS training class will be attended by such Employees on their time and the instructor's fee will be shared by the IBEW and ECA Ottawa.

**900 H.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 586 - OTTAWA**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	ECA** Funds	Wage Package
Journeyman	May 1, 1998	\$27.48	\$2.75	\$6.97	\$0.30	\$37.50
	May 1, 1999	\$27.94	\$2.79	\$7.22	\$0.30	\$38.25
	May 1, 2000	\$28.25	\$2.83	\$7.72	\$0.30	\$39.10
Foreman (6%)	May 1, 1998	\$29.13	\$2.91	\$6.97	\$0.30	\$39.31
	May 1, 1999	\$29.62	\$2.96	\$7.22	\$0.30	\$40.10
	May 1, 2000	\$29.95	\$3.00	\$7.72	\$0.30	\$40.97
Foreman (12%)	May 1, 1998	\$30.78	\$3.08	\$6.97	\$0.30	\$41.13
	May 1, 1999	\$31.29	\$3.12	\$7.22	\$0.30	\$41.93
	May 1, 2000	\$31.64	\$3.17	\$7.72	\$0.30	\$42.83
General Foreman (20%)	May 1, 1998	\$32.98	\$3.30	\$6.97	\$0.30	\$43.55
	May 1, 1999	\$33.53	\$3.35	\$7.22	\$0.30	\$44.40
	May 1, 2000	\$33.90	\$3.39	\$7.72	\$0.30	\$45.31
Apprentices indentured prior to January 1, 1993						
	May 1, 1998					
40 1st Period		\$10.99	\$1.10	\$6.97	\$0.30	\$19.36
50 2nd Period		\$13.74	\$1.37	\$6.97	\$0.30	\$22.38
60 3rd Period		\$16.49	\$1.65	\$6.97	\$0.30	\$25.41
70 4th Period		\$19.24	\$1.92	\$6.97	\$0.30	\$28.43
80 5th Period		\$21.98	\$2.20	\$6.97	\$0.30	\$31.45
Apprentices indentured prior to January 1, 1993						
	May 1, 1999					
40 1st Period		\$11.18	\$1.12	\$7.22	\$0.30	\$19.82
50 2nd Period		\$13.97	\$1.40	\$7.22	\$0.30	\$22.89
60 3rd Period		\$16.76	\$1.68	\$7.22	\$0.30	\$25.96
70 4th Period		\$19.56	\$1.96	\$7.22	\$0.30	\$29.05
80 5th Period		\$22.35	\$2.24	\$7.22	\$0.30	\$32.11
Apprentices indentured prior to January 1, 1993						
	May 1, 2000					
40 1st Period		\$11.30	\$1.13	\$7.72	\$0.30	\$20.45
50 2nd Period		\$14.13	\$1.41	\$7.72	\$0.30	\$23.56
60 3rd Period		\$16.95	\$1.70	\$7.72	\$0.30	\$26.67
70 4th Period		\$19.78	\$1.98	\$7.72	\$0.30	\$29.78
80 5th Period		\$22.60	\$2.26	\$7.72	\$0.30	\$32.88
Apprentices indentured after January 1, 1993						
	May 1, 1998					
40 1st Period		\$7.03	\$0.70	\$6.97	\$0.30	\$15.00
50 2nd Period		\$10.44	\$1.04	\$6.97	\$0.30	\$18.75
60 3rd Period		\$13.85	\$1.39	\$6.97	\$0.30	\$22.51
70 4th Period		\$17.25	\$1.73	\$6.97	\$0.30	\$26.25
80 5th Period		\$20.66	\$2.07	\$6.97	\$0.30	\$30.00
Apprentices indentured after January 1, 1993						
	May 1, 1999					
40 1st Period		\$7.07	\$0.71	\$7.22	\$0.30	\$15.30
50 2nd Period		\$10.55	\$1.06	\$7.22	\$0.30	\$19.13
60 3rd Period		\$14.03	\$1.40	\$7.22	\$0.30	\$22.95
70 4th Period		\$17.51	\$1.75	\$7.22	\$0.30	\$26.78
80 5th Period		\$20.98	\$2.10	\$7.22	\$0.30	\$30.60
Apprentices indentured after January 1, 1993						
	May 1, 2000					
40 1st Period		\$6.93	\$0.69	\$7.72	\$0.30	\$15.64
50 2nd Period		\$10.48	\$1.05	\$7.72	\$0.30	\$19.55
60 3rd Period		\$14.03	\$1.41	\$7.72	\$0.30	\$23.46
70 4th Period		\$17.59	\$1.76	\$7.72	\$0.30	\$27.37
80 5th Period		\$21.15	\$2.12	\$7.72	\$0.30	\$31.29

***Breakdown of Union Funds:**

May 1, 1998: Pension - 2.94, Benefits - 2.23, Union Funds - .50, CCO Fund - .15 IBEW Education Fund - .05, JEPP - .10, Stabilization Fund - 1 .00.
 May 1,1999: Same as May 1, 1998, except Pension - 3.19.
 May 1,2000: Same as May 1, 1999, except Pension - 3.69.

Breakdown of ECA Funds:

May 1,1998 - May 1,2000: Industry Fund -.17, LAC -.04, Education -.05, Bill 158- .01, Bill 162 Fund-.03,

NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1,1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.

Clause 900 H.2

APPRENTICES

The hourly rate of pay for Apprentices shall be: Forty (40) Percent, Fifty (50) Percent, Sixty (60) Percent, Seventy (70) Percent, Eighty (80) Percent during the first (1st), second (2nd), third (3rd), fourth (4th) and fifth (5th) Periods respectively. Coverage for EI, Workplace Safety and Insurance Board, Vacation and Statutory Holiday Pay, Federal Pension, Fringe Benefits shall be the same as a Journeyman except insofar as the coverage is affected by the difference in rate.

The payment for Union Funds for all Apprentices in Local 586 will be \$6.97 per hour (\$7.22 May 1, 1999, \$7.72 May 1, 2000).

Effective January 1, 1993 wages for apprentices starting in Local 586 or transferred into Local 586 will be as follows:

1st Period Apprentice: 40% of the Journeyman Total Wage Package

2nd Period Apprentice: 50% of the Journeyman Total Wage Package

3rd Period Apprentice: 60% of the Journeyman Total Wage Package

4th Period Apprentice: 70% of the Journeyman Total Wage Package

5th Period Apprentice: 80% of the Journeyman Total Wage Package

This agreement shall remain in force for apprentice wages until such time as ninety (90) percent of the work in the legal jurisdiction of I.B.E.W., Local 586 is being performed by unionized electrical Employees.

Clause 900 H.3

PAYMENT OF UNION DUES

Union Dues shall be checked-off as described in Clause 1007.

Clause 900 H.4

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

These amounts shall be paid as described in Clause 1006.

Clause 900 H.5

HAZARDOUS PAY - CHALK RIVER & ROLPHTON ATOMIC PLANT

Contamination & Radiation Areas - Wage rates and working conditions of this Agreement shall not apply to projects where radiation and/or contamination from radioactive materials, heavy water, etc. are present. The rates for these areas shall be at double (2) the regular rate of wages.

Clause 1000

HEALTH & WELFARE

It is proposed that the IBEW consolidate the various Local plans into one (1) uniform plan operating on a uniform basis throughout the entire Province and administered jointly by both parties to this Agreement.

The following shall apply until such a time as the above becomes effective.

Clause 1001

It is mutually agreed between the parties of the Agreement that the Employer will contribute to the Electrical Industry Welfare Plan and the IBEW Construction Council of Ontario Fund for each paid hour worked by the Employees and will

remit such amount to the Administrator of the Fund at such times as directed by him under a Declaration of Trust entered into on January 1, 1959, and amended by Declaration of Trust dated October 1, 1962.

Clause 1002

Contributions shall be effective:

May 1, 1998 - \$6.97

May 1, 1999 - \$7.22

May 1, 2000 - \$7.72

These contributions include the \$0.03 per hour contribution to the Bill 162 Fund to cover the continuation of the basic cost of Benefits.

Clause 1003

When an Employee works overtime the contribution shall be two (2) times or one and one-half (1 1/2) times the above rate as applicable.

Clause 1004

It is further agreed that these conditions will be administered by the Trustees to provide Health and Accident Insurance Plan for all members of Local 586, IBEW, and such purposes as the Trustees from time to time may deem to be in the interests of the Electrical Industry of Ottawa. Payments are to be made monthly by the fifteenth (15th) day of the following month subject to a penalty of five (5) percent for each month or part thereof, of delinquency. The IBEW reserves the right to remove the Employees until the payments are received.

Should the Trustee be required to take legal or other action to obtain the contributions and or interest due therein, the delinquent Employer shall be liable for all reasonable expenses, including legal fees, incurred by the Trustees in connection with such action.

Clause 1005

The Administrator shall forward \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour each month of the contribution received to the IBEW Construction Council of Ontario.

Clause 1006

Payment of Vacation and Statutory Holiday Pay will be in accordance with the established Trust Fund.

The Trust Fund will pay on:

June 10th

The accumulated funds from first pay period in November to the last pay period in April.

December 10th

The accumulated funds from first pay period in May to last pay period in October.

Clause 1007

It is agreed that as a condition of employment regardless if he is a member of the IBEW or not, that an Employee will sign a card authorizing the Employer to deduct the Union Dues or Working Fees, from his pay. These deductions to be made during the first pay period every month with no consideration to the number of hours that an Employee may have worked during this pay period. The Employer further agrees to submit to the Local Union Office all deductions with a list of the Employees not later than the fifteenth (15th) day of the month in which the deductions were made subject to a penalty of ten (10) percent each month or part thereof, of delinquency.

Clause 1008

T.4 slips to be released by the end of January each year.

Clause 1009**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
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1100**OTTAWA TRAVEL FREE ZONE**

Travelling time and transportation shall not be payable for work performed within a "free zone" identified on the appended map and more specifically enclosed by the following boundaries:

Highway 17 and Highway 15 south to the Rideau River (including the towns of Arnprior, Pakenham, Almonte, Carleton Place then following the southern border of the 586 jurisdiction east to Regional Road 9 then following Road 9 north to the Ottawa River which also includes the town of Plantagenet.

Clause 1101

Travelling time at straight time rates plus cost of transportation shall be paid by the Employer on all work performed outside the "Free Zone" area. If the Employer wishes, he may supply suitable transportation in lieu of cost of the same. In addition, transportation and travel time shall be paid on initial hiring or reporting to the job, and on termination and return from the job.

Clause 1102

Should the cost of travel time and transportation be impractical, then a minimum of \$58.50 daily will be paid for every day or part of day worked or reported for work.

Clause 1103

Mileage to be allowed on each Employee's car used on the Employer's business, shall be at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre. The Employee must carry Public Liability and Property Damage Insurance on his car.

Clause 1104**DOWNTOWN PARKING ALLOWANCE**

For members working in the downtown core, the Employer will provide for vehicle parking. If the Employer cannot provide vehicle parking a sum of \$8.00 per day will be paid but only upon presentation of validated parking receipt. Where reasonable and agreeable the Contractor may provide a bus pass in lieu of parking.

The downtown core is defined as the area bounded by the Ottawa River to the North, Ring Edward Avenue to the East, by the Queensway to the South and Bronson Avenue to the West.

Clause 1105**OTHER TRAVEL FREE ZONES**

For Local 586 members domicile in a ten (10) kilometre radius of the city or town hall of any city or town within the Local 586 jurisdiction with a population of 5,000 or more (namely Pembroke, Arnprior, Renfrew, Smiths Falls, and Perth), travelling costs and transportation costs shall not be payable for work performed in this same ten (10) kilometre radius. For projects near any of these cities or towns but outside the ten (10) kilometre radius, Clauses 1101, 1102, and 1103 come into effect.

Clause 1500**RESIDENTIAL**

See separate Residential Agreement.

Clause 1600**MAINTENANCE AND SERVICE WORK****Scope of Work**

- (a) The scope of maintenance under this Section shall cover all work necessary to repair, refurbish, restore and maintain existing facilities in a safe and efficient working condition.

The Hours of Work in this Section shall be as specified in Clause 1601(a).

- (b) The scope of service work under this Section is work required to repair existing facilities to an efficient operating condition by replacement of parts.

The Hours of Work in this Section shall be as specified in Clause 1601(b).

Clause 1601**HOURS OF WORK****(a) Maintenance**

The Hours of Work shall be seven and one-half (7 1/2) hours per day between the hours of 8:00 a.m. and 4:00 p.m. with not more than one-half (1/2) hour for lunch. Thirty-seven and one-half (37 1/2) hours shall constitute a regular work week.

(b) Service

The Hours of Work 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. The hours of work on Friday shall be from 8:00 a.m. to 2:00 p.m. when one-half (1/2) hour is taken for lunch.

Clause 1602**WORKING CONDITIONS**

All working conditions in this Principal Agreement shall apply to this Section except where they are specifically amended by Clauses 1600 and 1601.

**APPENDIX "A" -
PROVINCE OF QUEBEC**

This Collective Agreement is not binding on the Quebec operation of any Member of the Company.

SECTION 21- LOCAL APPENDIX - L.U. 773 - WINDSOR

Clause 602

FOREMEN

- (a) The Employees covered under this Agreement shall be General Foreman, Non-Working Foreman, Working Foreman, Journeyman Electricians and Apprentices.
- (b) On all jobs having a Foreman, men are not to take orders from or accept the layout from anyone except the Foreman or other Supervisory staff of the Contractor. However, the Foreman on the job must be made aware of such instructions by the Supervisory staff prior to the orders of layout being accepted by the workmen.
- (c) On all jobs with four (4) Journeymen, one (1) shall be designated a working Foreman by the Contractor. The Working Foreman shall be permitted to work with the tools until there are nine (9) or more Employees on the job including himself, then thereafter work in a supervisory capacity only. A Non-Working Foreman shall be in charge of no more than twelve (12) Employees excluding himself.
- (d) A General Foreman shall be appointed by the Contractor when there are two (2) or more Foremen on the job. To have more than one (1) Working Foreman or Non-Working Foreman or any combination of both, there must be a General Foreman to whom they report.
- (e) The General Foreman shall work in a supervisory capacity only.

Clause 700 A.

HIRING PREFERENCE

Members living in the Municipality of Chatham-Kent shall be given preference with regards to hiring on all jobs and projects in the Municipality of Chatham-Kent area, and members living in Essex County shall be given preference with regards to hiring on all jobs and projects in Essex County area.

**900 I.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 773 - WINDSOR**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package	
Journeyman	May 1, 1998	\$27.52	\$2.75	\$7.01	\$37.28	\$0.23	\$37.51	
	May 1, 1999	\$28.11	\$2.81	\$7.11	\$38.03	\$0.23	\$38.26	
	May 1, 2000	\$28.78	\$2.88	\$7.22	\$38.88	\$0.23	\$39.11	
Working Foreman (10%)	May 1, 1998	\$30.27	\$3.03	\$7.01	\$40.31	\$0.23	\$40.54	
	May 1, 1999	\$30.92	\$3.09	\$7.11	\$41.12	\$0.23	\$41.35	
	May 1, 2000	\$31.66	\$3.17	\$7.22	\$42.05	\$0.23	\$42.28	
Foreman (15%)	May 1, 1998	\$31.65	\$3.17	\$7.01	\$41.83	\$0.23	\$42.06	
	May 1, 1999	\$32.33	\$3.23	\$7.11	\$42.67	\$0.23	\$42.90	
	May 1, 2000	\$33.10	\$3.31	\$7.22	\$43.63	\$0.23	\$43.86	
General Foreman (20%)	May 1, 1998	\$33.02	\$3.30	\$7.01	\$43.33	\$0.23	\$43.56	
	May 1, 1999	\$33.73	\$3.37	\$7.11	\$44.21	\$0.23	\$44.44	
	May 1, 2000	\$34.54	\$3.45	\$7.22	\$45.21	\$0.23	\$45.44	
Cable Splicer (15%)	May 1, 1999	\$31.65	\$3.17	\$7.01	\$41.83	\$0.23	\$42.06	
	May 1, 1999	\$32.33	\$3.23	\$7.11	\$42.67	\$0.23	\$42.90	
	May 1, 2000	\$33.10	\$3.31	\$7.22	\$43.63	\$0.23	\$43.86	
Apprentices	May 1, 1998	40 1st Period	\$11.01	\$1.10	\$7.01	\$19.12	\$0.23	\$19.35
		50 2nd Period	\$13.76	\$1.38	\$7.01	\$22.15	\$0.23	\$22.38
		60 3rd Period	\$16.51	\$1.65	\$7.01	\$25.17	\$0.23	\$25.40
		70 4th Period	\$19.26	\$1.93	\$7.01	\$28.20	\$0.23	\$28.43
		80 5th Period	\$22.02	\$2.20	\$7.01	\$31.23	\$0.23	\$31.46
Apprentices	May 1, 1999	40 1st Period	\$11.24	\$1.12	\$7.11	\$19.47	\$0.23	\$19.70
		50 2nd Period	\$14.06	\$1.41	\$7.11	\$22.58	\$0.23	\$22.81
		60 3rd Period	\$16.87	\$1.69	\$7.11	\$25.67	\$0.23	\$25.90
		70 4th Period	\$19.68	\$1.97	\$7.11	\$28.76	\$0.23	\$28.99
		80 5th Period	\$22.49	\$2.25	\$7.11	\$31.85	\$0.23	\$32.08
Apprentices	May 1, 2000	40 1st Period	\$11.51	\$1.15	\$7.22	\$19.88	\$0.23	\$20.11
		50 2nd Period	\$14.39	\$1.44	\$7.22	\$23.05	\$0.23	\$23.28
		60 3rd Period	\$17.27	\$1.73	\$7.22	\$26.22	\$0.23	\$26.45
		70 4th Period	\$20.15	\$2.02	\$7.22	\$29.39	\$0.23	\$29.62
		80 5th Period	\$23.02	\$2.30	\$7.22	\$32.54	\$0.23	\$32.77

*Breakdown of Union funds:

May 1, 1998: Medical, Dues, CCO & Bill 162 - 2.34, Pension - 3.00, SUB -1.67.
 May 1,1999: Medical, Dues, CCO & Bill 162 - 2.38, Pension - 3.06, SUB -1.67.
 May 1,2000: Medical, Dues, CCO & Bill 162 - 2.42, Pension - 3.13, SUB -1.67.

- NOTE: 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.
 2. Working Dues equivalent to one and one half (1 1/2) percent of the Journeyman's total wage package are included in union funds reported above.

Clause 900 I.3

VACATION PAY AND STATUTORY HOLIDAY PAY

Vacation pay shall be paid at the rate of four (4) percent of the Employees' gross wage. An additional six (6) percent of the Employees' gross wage shall be paid in lieu of Statutory Holiday pay. Vacation and Statutory Holiday pay will be remitted monthly to IBEW Local 773 Vacation Pay Trust Fund along with proper remittance forms showing all hours worked and monies earned. The Administrator of the Fund shall register all hours and deposit all cheques in a bank chosen by the Trustees of the Fund. Payment from the Fund will be made twice yearly or more often as determined by the Trustees of the Fund.

Clause 1000

HEALTH INSURANCE PLAN

It is mutually agreed between the Parties to this Agreement that the Contractors will contribute to the Employees' Benefit Fund the sum of:

\$2.34 (~~\$2.38~~ May 1, 1999, \$2.42 May 1, 2000) for each straight time hour,

\$3.51 (\$3.57 May 1, 1999, \$3.63 May 1, 2000) for each time and one-half (1 1/2) hour,

\$4.68 (~~\$4.76~~ May 1, 1999, \$4.84 May 1, 2000) for each double (2) time hour worked by the Employee and will remit such amounts to the Administrator of the Fund at such time as directed by him. It is further agreed that these contributions will be administered by the Trustees to provide a Health Insurance Plan for the members of Local Union 773, IBEW regularly employed, available for regular employment and willing to be employed by the Electrical Contractors under Rules and Regulations to be instituted by the said Trustees. Included in these amounts is the \$0.03 per hour contribution to the Bill 162 fund to cover the continuation of benefits.

Clause 1001

BENEFIT PLAN (S.U.B.) AND PENSION PLAN

It is mutually agreed between the parties to this Agreement that the Contractors will contribute to the Employees' Benefit Plan (S.U.B.) and the Pension Plan the following:

S.U.B. - \$1.67

Pension - \$3.00

(\$3.06 May 1, 1999, \$3.13 May 1, 2000)

These amounts shall be paid one (1) time for each straight time hour worked, one and one-half times (1 1/2) for each time and one-half hour worked, two (2) times for each double time hour worked by the Employee and will remit such amount to the Administrator of those Funds at such times as directed by him.

Clause 1002

HEALTH & WELFARE, S.U.B. AND PENSION

It is further agreed that these contributions shall be administered by the Trustees to provide benefits and payments for the members of Local Union 773, IBEW regularly employed by the Electrical Contractors, signatories to this Agreement.

Clause 1003

ASSOCIATION FUND

It is mutually agreed between the Parties to this Agreement that the Contractors will contribute the following to an

Administrator of the Fund as follows:

\$0.23 per hour for each straight time hour

\$0.35 per hour for each time and one-half hour

\$0.46 per hour for each double time hour

worked by all of their Employees who are working under the terms of this Agreement.

The purpose of the Association Fund is as follows:

(1) To pay towards the cost of the Apprentice Training Program as operated by the Essex and Kent County Apprenticeship Council, and to finance the education and training of Journeymen and Foremen to assist their improvement and advancement in the trade.

Payments will be made from the Association Fund to the Essex and Kent County Joint Apprenticeship Council as follows:

\$0.05 per hour for each straight time hour

\$0.08 per hour for each time and one-half hour

\$0.10 per hour for each double time hour

worked by all of their Employees who are working under the terms of this Agreement.

The balance of the Association Fund will be used for the support of the Windsor Electrical Contractors Association and to promote the Electrical Industry.

Clause 1004

ALL CONTRIBUTIONS TO THE FOLLOWING:

- (1) Health & Welfare
- (2) Benefit Plan (S.U.B.)
- (3) Pension Plan
- (4) Vacation and Statutory Holiday Pay Fund
- (5) Association Fund

are to be remitted monthly not later than the fifteenth (15th) of each month, following the month for which contributions are being made; if payment are not made by the fifteenth (15th) of the month, a penalty of one (1) percent per day shall be charged until such payment is remitted. Such interest shall commence on the sixteenth (16th) day. If an additional fifteen (15) calendar days elapse without payment, an additional penalty of one hundred dollars (\$100.00) per day will be imposed as an assessment to the Contractor and Local Union 773 of the IBEW can remove the Employees until the payments are received.

Clause 1005

In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario. (This amount has been included in Union Funds).

Clause 1006

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. This amount is

remitted with the CCO Fund. The IBEW Construction Council of Ontario shall in turn remit all monies collected on behalf of the JEPP to:

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1007

Bereavement Pay - In the event of death in the immediate family of an Employee, (spouse, children, mother, father, mother-in-law, father-in-law), this member working out of the jurisdiction of Local 773 shall receive one (1) day's pay.

Clause 1100

TRAVELLING ALLOWANCES

The County of Essex shall be a free travel zone for all Essex Contractors and the Municipality of Chatham-Kent shall be a free travel zone for all Chatham-Kent Contractors. Tilbury and Wheatley shall be free travel zones for Essex County, and the Municipality of Chatham-Kent Contractors. All allowances beyond the free travel zone shall be paid at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre to and from the job site per man.

Clause 1101

Employees working on projects which are projected to employ ten (10) or more Employees and are expected to last six (6) months or more in the downtown core area bounded by the Detroit River to the North, Wyandotte St. to the South, Janette Ave. to the West and Aylmer Ave. to the East, shall be provided with adequate parking for their personal vehicles. Suitable parking will be provided by the Employer for the Employees vehicles without charge within one (1) city block of the project site, commencing at the beginning of the project and shall last until its completion.

Clause 1500

RESIDENTIAL

Clause 1501

SCOPE

- (a) This Section is intended to cover residential construction work only in the County of Essex and the Municipality of Chatham-Kent.
- (b) Residential construction shall be defined as electrical construction work performed in the following:
 - Single family dwelling
 - Multiple family dwelling
 - Town Houses and Row Houses
 - Ontario Housing Corporation Projects
 - Senior citizen unit projects
 - Motels
 - High rise apartments any size, including commercial sections
 - Residential service trucks

- Student residences, on or off campus
- Day Care Centres
- Rest Homes
- Retirement Homes
- Nursing Homes

- (c) The scope of this Section shall not apply to electrical work involved in the following:
 - Institutional work
 - Commercial work other than those areas as defined in this Agreement
 - Industrial work
- (d) If prior to the tender closing a question arises as to whether the job comes under the scope of this Section or the I.C.I. Agreement, it will be the Employers' responsibility to contact the union Business Manager for clarification. The Business Manager's decision can be referred to the joint policy board.

Clause 1502

HOURS OF WORK

- (a) The regular work week shall be forty (40) hours, consisting of five (5) eight (8) hour work days, Monday to Friday inclusive. If due to inclement weather or conditions beyond the Contractors' control, the Employees lose work time during the work week, the Employees may on a voluntary basis choose to make up the lost time hours at another time during the current work week.
- (b) The regular work hours per day shall be eight (8) hours per day between the hours of 8:00 a.m. and 12 noon and 12:30 p.m. to 4:30 p.m. The starting time may be adjusted up to one hour earlier on mutual agreement between the Contractor and the local union Business Manager.
- (c) Employees who are requested to perform work in excess of the regular work day, will be paid at the rate of one and one half (1 1/2) times the regular rate of pay.
- (d) Employees who are requested to work on Saturdays shall be paid at a rate of one and one half (1 1/2) times the regular rate of pay.
- (e) Employees who are required to perform work on Sundays and on Holidays shall be paid at the rate of two (2) times the regular rate of pay.
- (f) All overtime shall be worked on a voluntary basis. There shall be no discrimination or action taken against any Employee who refuses to accept overtime work.
- (g) Workmen properly assigned to a job and who report at the regular starting time shall receive not less than two (2) hours' pay, unless notified by 7:00 a.m. It is understood that this shall not be construed to mean two (2) hours in addition to the hours actually worked in any one work day. If the Employee is not reporting for work, he shall notify the Employer or his representative by 8:00 a.m. If the Employee is leaving the job during regular working hours, he shall notify the Employer's shop or his representative. The Employee receiving show up time of two (2) hours must remain on the job site until authorized to leave the job site.
- (h) When an Employer requires an Employee to come in to work after the regular working hours on a callout, the Employee will receive a minimum of two (2) hours' overtime or from the time he leaves his residence until he returns to his residence.

Clause 1503

WAGES

- (a) The wage schedule for Employees under this Section shall be those as set forth in the Residential Appendix for Local 773 as contained in Section 21.
- (b) The Employer agrees that Employees who are hired for I.C.I. work and who are transferred to residential work shall receive full union benefits as contained in the current I.C.I. Provincial Agreement or as amended from time to time.

Clause 1504

BENEFITS

It is mutually agreed between the parties to this agreement that the Employer will contribute to the union benefit plans the amounts for medical and pension as provided in the residential appendix wage schedule. These amounts shall be paid one (1) time for each straight time hour worked, one and one half (1 1/2) times for each time and one half hour worked, two (2) times for each double time hour worked by the Employee and will remit such amount to the Administrator of the funds at such time as directed by him or her.

Clause 1505

INCLUSIONS

The Clauses in the Principal Agreement shall apply to this Section save and except where they are specifically amended or excluded by the Clauses in this Section.

Clause 1600

MAINTENANCE

Clause 1601

PURPOSE

The purpose of this Agreement is to establish wages, conditions and hours of work for maintenance type work. Members to be employed under the Maintenance Agreement shall do so at their option.

Clause 1602

SCOPE

- (a) Maintenance shall be electrical work in an operating industry where such Electrical Work would normally be performed by the maintenance personnel of the Client, and is further defined as Electrical Work performed of a repair or maintenance character within the limits of the property. Should a problem arise on the application of this Clause a meeting of the Joint Policy Board shall be called within twenty-four (24) hours, or sooner, to resolve the problem. The Contractor agrees to notify the Business Manager before commencing a maintenance job requiring four (4) or more Employees.
- (b) The scope of this Maintenance Clause does not cover Electrical Work as follows:
 - (1) New Construction Work
 - (2) Complete new Facilities for a new client in an existing facility.
 - (3) All new substation work, and such other work as may be determined by the parties to this Agreement.
 - (4) Installation of machinery within a new building

where such installation is concurrent with the construction of the building or immediately after completion of the building.

Clause 1603

DEFINITIONS

- (1) Maintenance work is work performed by replacing, renovating or revamping (commonly known as repair work) of existing facility within a plant so as to keep it in efficient operating condition. Maintenance work should not be construed to mean major changes in the design of an existing plant, which would cause to improve or increase line output, design output or production of an Industrial Plant or project, as this is considered new Industrial work.

Maintenance work shall include replacement of existing individual items of machinery and equipment with new units. It is understood that this concept would not include replacement of an entire production system installation in a plant in order to increase production.

- (2) The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.

The word "repair" used within the terms of this Agreement and in connection with maintenance, is work required to restore, by replacement or by revamp of parts of existing facilities, to efficient operating conditions.

The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to change, by replacement or by "revamp" of parts of existing facilities, to efficient operating conditions.

- (3) In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the Local Joint Conference Board for resolution. Failing to resolve this issue at the LJCB, it shall be referred to the Electrical Trade Joint Board for resolution.
- (4) The term ICI Electrical Construction Agreement shall mean the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW-CCO.
- (5) The term Contractor shall mean an Employer signatory to the current ICI Electrical Construction Agreement between the ETBA and IBEW/IBEW-CCO.

Clause 1604

HOURS OF WORK

- (a) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- (b) Daily starting and stopping times may be adjusted up to one (1) hour earlier and one (1) hour later when agreeable to the Company and the Local Union Business Manager because of extenuating circumstances.

Clause 1605

OVERTIME

All time worked before and after the established work day of eight (8) hours, Monday through Friday shall be paid for at the rate of time and one-half for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double (2) time.

All time worked on Saturday up to a maximum of eight (8) hours will be paid for at the rate of time and one-half. Any additional hours worked beyond eight (8) hours shall be paid at the rate of double (2) time.

All time worked on Sunday and Holidays shall be paid for at the rate of double (2) time.

All overtime shall be worked on a voluntary basis and shall be distributed as equally as possible among IBEW members.

Clause 1606

WAGES

Wage rates for maintenance work shall be 90% of those as set forth in the Area Appendix of the current ICI Electrical Construction Agreement where such work is to be performed and shall be paid to all Employees under the terms of this Agreement and wages shall be paid weekly by cheque Thursday.

Clause 1607

BENEFITS AND OTHER MONETARY FUNDS

Union funds and Employer Association funds shall be remitted as set forth in the applicable Area Appendices to the ICI Provincial Electrical Construction Agreement.

Clause 1608

RECOGNIZED HOLIDAYS

The recognized Holidays shall be those recognized in Clause 805 of the Principal Agreement and shall be celebrated on the days established in the Principal Agreement. Should the Owner/Client wish to alter the Holiday schedule therein, the Contractor may opt to follow the Owner/Client's schedule without penalty with prior notice to Local Union Office.

Clause 1609

INCLUSIONS

All items not specifically amended by this Section shall be observed in accordance with the Principal Agreement.

SECTION 21 - LOCAL APPENDIX - L.U. 804 - CENTRAL ONTARIO

Clause 602

FOREMEN

- (a) On all jobs requiring five (5) or more Journeymen, one (1) shall be designated as Foreman by the Contractor, and receive Foreman's rate of pay.
- (b) A Foreman can do the regular work of a Journeyman, but shall not supervise more than twelve (12) Employees.
- (c) On jobs requiring a Foreman, Employees are not to take directions from or accept the layout of any job, from anyone except his immediate Foreman.
- (d) General Foreman and Foreman must be members of the IBEW.
- (e) When more than one (1) Foreman is required on a job, one (1) shall be designated as General Foreman. A General Foreman can supervise up to twelve (12) Employees, but shall not do the regular work of a Journeyman.
- (f) Foreman from another crew shall not displace a Journeyman on a job where overtime is being worked.

900 J.1 - WAGES AND FRINGE BENEFITS - PRINCIPAL AGREEMENT L.U. 804 - CENTRAL ONTARIO

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 1998	\$27.58	\$2.76	\$6.51	\$36.85	\$0.15	\$37.00
	May 1, 1999	\$28.21	\$2.82	\$6.57	\$37.60	\$0.15	\$37.75
	May 1, 2000	\$28.92	\$2.89	\$6.64	\$38.45	\$0.15	\$38.60
Foreman (10%)	May 1, 1998	\$30.34	\$3.03	\$6.78	\$40.15	\$0.15	\$40.30
	May 1, 1999	\$31.03	\$3.10	\$6.85	\$40.98	\$0.15	\$41.13
	May 1, 2000	\$31.81	\$3.18	\$6.93	\$41.92	\$0.15	\$42.07
General Foreman (15%)	May 1, 1998	\$31.72	\$3.17	\$6.92	\$41.81	\$0.15	\$41.96
	May 1, 1999	\$32.44	\$3.24	\$6.99	\$42.67	\$0.15	\$42.82
	May 1, 2000	\$33.26	\$3.33	\$7.08	\$43.67	\$0.15	\$43.82
Apprentices 1st Period	May 1, 1998	\$11.03	\$1.10	\$4.85	\$16.98	\$0.15	\$17.13
		\$13.79	\$1.38	\$5.13	\$20.30	\$0.15	\$20.45
		\$16.55	\$1.66	\$5.41	\$23.62	\$0.15	\$23.77
		\$19.31	\$1.93	\$5.68	\$26.92	\$0.15	\$27.07
		\$22.06	\$2.21	\$5.96	\$30.23	\$0.15	\$30.38
Apprentices 1st Period	May 1, 1999	\$11.28	\$1.13	\$4.88	\$17.29	\$0.15	\$17.44
		\$14.11	\$1.41	\$5.16	\$20.68	\$0.15	\$20.83
		\$16.93	\$1.69	\$5.44	\$24.06	\$0.15	\$24.21
		\$19.75	\$1.98	\$5.73	\$27.46	\$0.15	\$27.61
		\$22.57	\$2.26	\$6.01	\$30.84	\$0.15	\$30.99
Apprentices 1st Period	May 1, 2000	\$11.57	\$1.16	\$4.91	\$17.64	\$0.15	\$17.79
		\$14.46	\$1.45	\$5.20	\$21.11	\$0.15	\$21.26
		\$17.35	\$1.74	\$5.49	\$24.58	\$0.15	\$24.73
		\$20.24	\$2.02	\$5.77	\$28.03	\$0.15	\$28.18
		\$23.14	\$2.31	\$6.06	\$31.51	\$0.15	\$31.66

*Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.50, Pension - 10% of B.W.R., Education Fund - .12, CCO Fund - .15 Stabilization Fund - 1.80, JEPP - .10, Recreation Fund - .08.

NOTE: A Union Dues Checkoff of two (2) percent of the hourly rate to be deducted from the Employee's Wages.

**900 J.2 - WAGES AND FRINGE BENEFITS - COMMERCIAL INSTITUTIONAL MAINTENANCE
L.U. 804 - CENTRAL ONTARIO**

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 1998	\$26.36	\$2.64	\$6.39	\$35.39	\$0.15	\$35.54
	May 1, 1999	\$26.99	\$2.70	\$6.45	\$36.14	\$0.15	\$36.29
	May 1, 2000	\$27.70	\$2.77	\$6.52	\$36.99	\$0.15	\$37.14
Foreman (10%)	May 1, 1998	\$29.00	\$2.90	\$6.65	\$38.55	\$0.15	\$38.70
	May 1, 1999	\$29.69	\$2.97	\$6.72	\$39.38	\$0.15	\$39.53
	May 1, 2000	\$30.47	\$3.05	\$6.80	\$40.32	\$0.15	\$40.47
General Foreman (15%)	May 1, 1998	\$30.31	\$3.03	\$6.78	\$40.12	\$0.15	\$40.27
	May 1, 1999	\$31.04	\$3.10	\$6.85	\$40.99	\$0.15	\$41.14
	May 1, 2000	\$31.86	\$3.19	\$6.94	\$41.99	\$0.15	\$42.14
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 1998	\$10.54	\$1.05	\$4.80	\$16.39	\$0.15	\$16.54
		\$13.18	\$1.32	\$5.07	\$19.57	\$0.15	\$19.72
		\$15.82	\$1.58	\$5.33	\$22.73	\$0.15	\$22.88
		\$18.45	\$1.85	\$5.60	\$25.90	\$0.15	\$26.05
		\$21.09	\$2.11	\$5.86	\$29.06	\$0.15	\$29.21
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 1999	\$10.80	\$1.08	\$4.83	\$16.71	\$0.15	\$16.86
		\$13.50	\$1.35	\$5.10	\$19.95	\$0.15	\$20.10
		\$16.19	\$1.62	\$5.37	\$23.18	\$0.15	\$23.33
		\$18.89	\$1.89	\$5.64	\$26.42	\$0.15	\$26.57
		\$21.59	\$2.16	\$5.91	\$29.66	\$0.15	\$29.81
Apprentices 40 1st Period 50 2nd Period 60 3rd Period 70 4th Period 80 5th Period	May 1, 2000	\$11.08	\$1.11	\$4.86	\$17.05	\$0.15	\$17.20
		\$13.85	\$1.39	\$5.14	\$20.38	\$0.15	\$20.53
		\$16.62	\$1.66	\$5.41	\$23.69	\$0.15	\$23.84
		\$19.39	\$1.94	\$5.69	\$27.02	\$0.15	\$27.17
		\$22.16	\$2.22	\$5.97	\$30.35	\$0.15	\$30.50

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare 1.50, Pension - 10% of B.W.R., Education Fund - .12, Recreation Fund - .08, CCO Fund - .15, Stab. Fund - 1.80, JEPP - .10.

A Union Dues Checkoff of two (2) percent of the hourly rate to be deducted from Employee's wages.

**900 J.3 - WAGES & FRINGE BENEFITS - RESIDENTIAL HIGHRISE
L.U. 804 - CENTRAL ONTARIO**

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 1998	\$24.38	\$2.44	\$6.19	\$33.01	\$0.15	\$33.16
	May 1, 1999	\$25.01	\$2.50	\$6.25	\$33.76	\$0.15	\$33.91
	May 1, 2000	\$25.72	\$2.57	\$6.32	\$34.61	\$0.15	\$34.76
Foreman (10%)	May 1, 1998	\$26.82	\$2.68	\$6.43	\$35.93	\$0.15	\$36.08
	May 1, 1999	\$27.51	\$2.75	\$6.50	\$36.76	\$0.15	\$36.91
	May 1, 2000	\$28.29	\$2.83	\$6.58	\$37.70	\$0.15	\$37.85
General Foreman (15%)	May 1, 1998	\$28.04	\$2.80	\$6.55	\$37.39	\$0.15	\$37.54
	May 1, 1999	\$28.76	\$2.88	\$6.63	\$38.27	\$0.15	\$38.42
	May 1, 2000	\$29.58	\$2.96	\$6.71	\$39.25	\$0.15	\$39.40
Apprentices	May 1, 1998						
40 1st Period		\$9.75	\$0.98	\$4.73	\$15.46	\$0.15	\$15.61
50 2nd Period		\$12.19	\$1.22	\$4.97	\$18.38	\$0.15	\$18.53
60 3rd Period		\$14.63	\$1.46	\$5.21	\$21.30	\$0.15	\$21.45
70 4th Period		\$17.07	\$1.71	\$5.46	\$24.24	\$0.15	\$24.39
80 5th Period		\$19.50	\$1.95	\$5.70	\$27.15	\$0.15	\$27.30
Apprentices	May 1, 1999						
40 1st Period		\$10.00	\$1.00	\$4.75	\$15.75	\$0.15	\$15.90
50 2nd Period		\$12.51	\$1.25	\$5.00	\$18.76	\$0.15	\$18.91
60 3rd Period		\$15.01	\$1.50	\$5.25	\$21.76	\$0.15	\$21.91
70 4th Period		\$17.51	\$1.75	\$5.50	\$24.76	\$0.15	\$24.91
80 5th Period		\$20.01	\$2.00	\$5.75	\$27.76	\$0.15	\$27.91
Apprentices	May 1, 2000						
40 1st Period		\$10.29	\$1.03	\$4.78	\$16.10	\$0.15	\$16.25
50 2nd Period		\$12.86	\$1.29	\$5.04	\$19.19	\$0.15	\$19.34
60 3rd Period		\$15.43	\$1.54	\$5.29	\$22.26	\$0.15	\$22.41
70 4th Period		\$18.00	\$1.80	\$5.55	\$25.35	\$0.15	\$25.50
80 5th Period		\$20.58	\$2.06	\$5.81	\$28.45	\$0.15	\$28.60

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.50, Pension - 10% of B.W.R., Education Fund - .12, Recreation - .08, CCO - .15, Stabilization Fund - 1.80, JEPP - .10

NOTE: A Union Dues Checkoff of two (2) percent of the hourly rate to be deducted from the Employee's wages.

**900 J.4 - WAGES & FRINGE BENEFITS - RESIDENTIAL HOUSING
L.U. 804 - CENTRAL ONTARIO**

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA Fund	Total Package
Journeyman	May 1, 1998	\$24.38	\$2.44	\$6.19	\$33.01	\$0.15	\$33.16
	May 1, 1999	\$25.01	\$2.50	\$6.25	\$33.76	\$0.15	\$33.91
	May 1, 2000	\$25.72	\$2.57	\$6.32	\$34.61	\$0.15	\$34.76
Foreman (10%)	May 1, 1998	\$26.82	\$2.68	\$6.43	\$35.93	\$0.15	\$36.08
	May 1, 1999	\$27.51	\$2.75	\$6.50	\$36.76	\$0.15	\$36.91
	May 1, 2000	\$28.29	\$2.83	\$6.58	\$37.70	\$0.15	\$37.85
General Foreman (15%)	May 1, 1998	\$28.04	\$2.80	\$6.55	\$37.39	\$0.15	\$37.54
	May 1, 1999	\$28.76	\$2.88	\$6.63	\$38.26	\$0.15	\$38.41
	May 1, 2000	\$29.58	\$2.96	\$6.71	\$39.25	\$0.15	\$39.40
Apprentices							
40 1st Period		\$9.75	\$0.98	\$4.73	\$15.46	\$0.15	\$15.61
50 2nd Period		\$12.19	\$1.22	\$4.97	\$18.38	\$0.15	\$18.53
60 3rd Period		\$14.63	\$1.46	\$5.21	\$21.30	\$0.15	\$21.45
70 4th Period		\$17.07	\$1.71	\$5.46	\$24.24	\$0.15	\$24.39
80 5th Period		\$19.50	\$1.95	\$5.70	\$27.15	\$0.15	\$27.30
Apprentices May 1, 1999							
40 1st Period		\$10.00	\$1.00	\$4.75	\$15.75	\$0.15	\$15.90
50 2nd Period		\$12.51	\$1.25	\$5.00	\$18.76	\$0.15	\$18.91
60 3rd Period		\$15.01	\$1.50	\$5.25	\$21.76	\$0.15	\$21.91
70 4th Period		\$17.51	\$1.75	\$5.50	\$24.76	\$0.15	\$24.91
80 5th Period		\$20.01	\$2.00	\$5.75	\$27.76	\$0.15	\$27.91
Apprentices May 1, 2000							
40 1st Period		\$10.29	\$1.03	\$4.78	\$16.10	\$0.15	\$16.25
50 2nd Period		\$12.86	\$1.29	\$5.04	\$19.19	\$0.15	\$19.34
60 3rd Period		\$15.43	\$1.54	\$5.29	\$22.26	\$0.15	\$22.41
70 4th Period		\$18.00	\$1.80	\$5.55	\$25.35	\$0.15	\$25.50
80 5th Period		\$20.58	\$2.06	\$5.81	\$28.45	\$0.15	\$28.60

* Breakdown of Union Funds:

May 1,1998: Health & Welfare - 1.50, Pension - 10% of B.W.R., Education Fund - .12, Recreation - .08, CCO Fund - .15, Stabilization Fund - 1.80, JEPP - .10

NOTE: A Union Dues Checkoff of two (2) percent of the hourly rate to be deducted from the Employee's wages.

Clause 900 J.5

HEIGHT PAY - CONDITIONS AND RATES

- (a) Height Pay applies where workmen are required to work 18.3 metres (60') and over from the ground on structures or open platforms, including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds or similar equipment where a workman is subject to a fall to the ground.
- (b) Height Pay rate shall be twenty-one (21) percent of the straight time hourly Journeyman's rate to all Employees subject to height pay.
- (c) Contractor agrees to exercise sound reasoning in the proper placement of Employees with respect to age and ability to climb.

Clause 900 J.6

VACATION AND STATUTORY HOLIDAY PAY

Payment of Vacation and Statutory Holiday Pay shall be remitted together with such statements as are required by the Trustees of the Vacation and Statutory Holiday Pay Fund.

Clause 1000

HEALTH & WELFARE, PENSION, EDUCATION & PROMOTION FUND, INDUSTRY FUND, STAB. FUND, CHECK-OFF DUES AND CCO FUND.

- (a) Contractors contribution for Health & Welfare Plan shall be \$1.50 per hour paid.
- (b) The agreed upon payments shall be directed to the Welfare Fund as may be provided by the Trust Agreement.
- (c) Welfare payments are required for all Employees employed under the conditions and jurisdiction of Local Union 804 of the International Brotherhood of Electrical Workers.
- (d) At the same time, each Contractor will contribute \$0.15 per hour paid to a Journeyman or Apprentice under this Agreement. The contributions will be made to the Electrical Contractors Association of Central Ontario, and will be paid through the same Administrator but will be recorded as a separate sum.
- (e) All contributions to this fund shall be used exclusively for the benefit, promotion and expansion of the Electrical Industry and shall be paid to and administered by the Executive Committee of the Electrical Contractors Association of Central Ontario.
- (f) Each Contractor shall remit contributions and reports to the Administrator by the fifteenth (15th) day of the month, following the month worked. Every Contractor who has not made payments on or before the twentieth (20th) day of the month, following the month worked, shall be subject to a one (1) percent penalty for each day late, applied to the unpaid balance until all delinquencies and penalties are paid.
- (g) The Board of Trustees of the Welfare Fund shall be composed of an equal number of Contractor and Union Representatives.
- (h) Should any Government legislation, whether Federal or Provincial be instituted at any time during the term of this Collective Agreement, which affects any Fringe Benefits in any manner, both the Union and the Contractor agree to renegotiate that part of the contract as it affects the monies and Fringe Benefits indicated in (a) above for the purpose of redistribution of said benefits, provided no additional monies are required of the Contractor.

- (i) It is understood and agreed by the signatories of this Agreement, that should Local 804 wish to implement a Pension Plan, a SUB Plan, or any other Fringe Benefits, that the Contractor will change the Welfare contributions as required to finance such plans, provided that no additional monies over and above the agreed-upon monetary package will be required from the Contractors. It should be noted that, while the intent is clear and agreed to, proper contractual language should be obtained from the current Welfare Plan Administrators.

(j) PENSIONS

The Employer shall contribute to the IBEW Local 804 Employee Pension Trust Fund in the amount of ten (10) percent of the regular rate for each hour earned to each Employee covered by this Collective Agreement.

- (k) Contributions shall be remitted to the Pension Fund bank by the (15th) fifteenth day of the month following the month in which they were earned.

- (l) The Pension Fund shall be controlled by a Board of Trustees consisting of an equal number of Employer representatives who are signatories to this Agreement and Union representatives.

(m) CCO FUND

In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour paid each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

(n) EDUCATION & PROMOTION FUND

There shall be an Education and Promotion Fund known as Local Union 804 Education and Promotion Fund. Contractor contributions to the Education and Promotion Fund shall be \$0.12 per hour paid for all Employees employed under the terms of this Agreement. These monies shall be directed to the Education and Promotion Fund as provided for in the Trust Agreement and will be paid through the same Administrator but will be recorded as a separate sum. The Education and Promotion Fund shall be controlled by a Board of Trustees consisting of an equal number of Contractor and Union Representatives.

(o) RECREATION FUND

In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.08 per hour paid to the Administrator who will in turn remit all monies to Local 804's Recreation Fund.

(p) STABILIZATION

In the same manner as the above Union Benefits and on the same form the Company shall remit \$1.80 per hour paid to the Administrator who will in turn remit all monies to Local 804's Stabilization Fund.

(q) CHECK-OFF DUES

There shall be a Local 804 Dues Check-off at the rate of two (2) percent of the hourly rate for all Employees working under the terms of this Agreement.

- (r) The monies indicated in Paragraph (q) shall be deducted weekly and submitted monthly for all Employees working under the terms of this Agreement, and submitted directly to Local 804 of the IBEW by the fifteenth (15th) day of the month following the month worked and shall be paid by cheque or money-order, in total amount, and accompanied with a complete list of the Employees' names and hours paid, and the amount submitted. This amount shall be submitted to the Financial Secretary, Local 804, IBEW, 3 Forewell Rd., Kitchener, Ontario N2B 1W3.

- s) Each Contractor shall remit Local Union Dues Check-off payments and reports to the Local Union Financial Secretary, by the fifteenth (15th) day of the month following the month worked. Every Contractor who has not made payments on or before the twentieth (20th) day of the month following the month worked, shall be subject to a one (1) percent penalty for each day late, applied to the unpaid balance until all delinquencies and penalties are paid.
- (t) Owner/Operators who are signatory to this Agreement and who perform bargaining work shall not be required to contribute to the following funds on their own behalf, unless acting as a Subcontractor signatory to this Agreement: Health & Welfare, Vacation Pay and Pension.
- All other funds must be paid for a minimum of one hundred forty-four (144) hours per month in the amounts and manner described in Clauses 900 J.1 through 1001 inclusive.

Clause 1001

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
 23 Lesmill Road, Suite 207
 Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1100

TRAVEL - BOARD ALLOWANCE

A thirty-two (32) kilometre radius of the Waterloo-Wellington Airport Tower shall be known as a travel free zone. Any work outside this defined area shall be paid at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre to and from the job daily. The mileage to be paid is calculated from the perimeter of the travel free zone to and from the job. Room and Board Allowance where and when applicable shall be at the rate of **\$42.00 (\$42.50 May 1, 1999, \$43.25 May 1, 2000)** per day except as hereafter defined. In areas beyond a circle whose radius is the distance from the Waterloo-Wellington Airport Tower to the mile beyond the Walkerton City limits, Room and Board Allowances shall be \$54.00 (\$54.50 May 1, 1999, \$55.25 May 1, 2000) per day reported for work.

Clause 1101

Employees requested to use their cars for the convenience of the Contractor shall be reimbursed at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre, and shall also be reimbursed for parking fees paid out during such periods. In addition to the Employee's tools, the amount of materials and equipment carried in the Employee's car shall be limited to what can be carried in a normal size tool hand box.

Clause 1500

RESIDENTIAL - SCOPE

Houses, Town Houses, Row Housing and Apartment Buildings, up to and including four (4) floors of residential liv-

ing quarters shall be done at the following rates and conditions:

- (a) Foreman's Rate shall be: Journeyman's Rate plus ten (10) percent.
- (b) Apprentice Rate shall be the percentage of Journeyman Rate applicable to the Apprenticeship term.
- (c) The hours of work shall be eight (8) hours per day, Monday to Friday, between the hours of 8:00 a.m. to 5:00 p.m. - a total of forty (40) hours per week shall constitute a normal work week.
- (d) **OVERTIME**
For all time worked outside the regular work day, and for all hours in excess of eight (8) hours per day and for all time worked on Saturday, time and one-half (1 1/2) the applicable rate shall be paid.
- (e) All work performed on Sundays or Statutory Holidays as defined in Article 805 shall be paid at double (2) the straight time applicable rate.

Note: One Journeyman in any shop may be designated as customer serviceman whose work week may be shifted to be forty (40) hours per week, Tuesday to Saturday, at which time he will receive straight time at the applicable rate.

(f) **FOREMAN**

On all jobs requiring eight (8) or more Employees, one (1) shall be designated as Foreman by the Company and receive the Foreman's rate of pay.

RESIDENTIAL APARTMENT CONSTRUCTION

Residential Apartment Building Construction five (5) floors and above of residential living quarters shall be done at the following rates and conditions:

- (a) The Foreman's Rate shall be Journeyman's Rate plus ten (10) percent.
- (b) Suitable lock-up storage shall be supplied by the Contractor for Employee's personal tools.
- (c) Apprentice Rate shall be the percentage of Journeyman's Rate that is applicable to the term.
- (d) The hours of work shall be eight (8) hours per day, Monday to Friday, between the hours of 8:00 a.m. and 5:00 p.m. a total of forty (40) hours per week.
- (e) **OVERTIME**
For all time worked outside the regular work day, for all hours in excess of eight (8) per day and for all time worked on Saturday, overtime shall be paid double (2) the straight time applicable rate.
- (f) All work performed on Sundays or Statutory Holidays as defined in Article 805 shall be paid double (2) the straight time applicable rate.
- (g) **FOREMAN**
On all jobs requiring eight (8) or more Employees, one (1) shall be designated as Foreman by the Contractor and receive the Foreman rate of pay.
- (h) Totally residential buildings are those in which every feature of design and purpose pertains to the providing of residential living quarters, are restricted solely to tenants in residence and have no other features intended for commerce, business or service for gain. To this type of totally residential building this Section shall apply.
- (i) A primarily residential building or complex of buildings is one which although most of the features of design and purpose pertain to the providing of residential living quarters and are restricted to tenants in residence, does have other features which are intended for commerce, business or service for gain. To this type of primarily residential building or complex of buildings this Section shall apply only under the following condi-

tions: Those features intended for the purpose of commerce, business or service for gain, or which are supplements or adjuncts or a free standing building within the complex of buildings for that purpose and thereby differentiates between a totally residential building or complex of buildings as defined here, shall not occupy more than fifteen (15) percent of the entire floor area of the building or complex of buildings.

- (j) Any free standing commercial building within the complex of buildings which is tendered at a date other than the tender date for the residential buildings within the complex shall be excluded from the conditions of this Section.
- (k) Employees shall be classified in accordance with their employment; that is, if they are employed on residential or apartment house work, they shall work under the terms of this Section. Employees classified as residential shall work on residential work only.
- (l) Employees engaged on work other than residences and apartment houses may be transferred to residential and apartment house work.
- (m) All other conditions of employment shall be governed by this Agreement, save and except as follows: Clause 602, 1204 and Section 19. These are precluded from this Section.
- (n) This Section does not cover electrical work for Student Residence on or off campus. (Student Residence shall be done with the rates and conditions of the main Agreement).

Clause 1600

CIM WORK

There shall be two (2) classifications in Section 16, as follows:

- (a) Maintenance
- (b) Commercial and Institutional

Clause 1601

Maintenance shall be electrical work performed to maintain existing equipment and to do electrical repairs and alterations to rectify, sustain, and restore such existing equipment.

Clause 1602

- (a) Commercial and institutional work is defined as electrical work in a commercial or institutional building where the value of such work does not exceed Forty-Five Thousand Dollars (\$45,000.00) total value.
- (b) When any individual electrical contract on a commercial or institutional project exceeds Forty-Five Thousand Dollars (\$45,000.00) all subsequent contracts will be done at the Construction rate regardless of what Contractor performs the work.

Clause 1603

- (a) The hours of work shall be eight (8) hours per day, Monday to Friday, between the hours of 8:00 a.m. and 4:30 p.m. A total of forty (40) hours per week shall constitute a normal work week.
- (b) All overtime worked on maintenance shall be paid at one and one-half (1 1/2) times the applicable straight time hourly rate of pay, Monday to Friday inclusive. All work performed on Saturdays for the first eight (8) hours shall be paid at one and one-half (1 1/2) times the applicable straight time hourly rate of pay and after eight (8)

hours shall be paid at double (2) the applicable straight time hourly rate of pay. All work performed on Sundays and Holidays stated in Section 8 of the Collective Agreement shall be paid at double (2) the applicable straight time hourly rate of pay.

- (c) All overtime worked on commercial and institutional shall be paid at double (2) the applicable straight time hourly rate of pay.
- (d) Where necessary, an Employee may be transferred between principal construction and C.I.M. work, or residential work, mid-work week, and the pay rates, hours of work, and other conditions of the project that the Employee has been transferred to shall apply as of the date of transfer.
- (e) Shift premiums shall be \$1.00 per hour. There will be no pyramid of shift premium when overtime rates are applicable as per Clause 9 15.

Clause 1700

LOCAL SCHEDULE EXEMPTION OR AMENDMENT

- (a) Where a particular Clause, Article or Provision contained within this Local Appendix and not within the Provincial Section of this Agreement, works a hardship on a specific project or geographic area within the jurisdiction of Local Union 804, Local Union 804 and the Electrical Contractors Association of Central Ontario may reach a Memorandum of Local Exemption of Amendment, in writing, to exempt or amend the particular Clause, Article or Provision of the Local Appendix for a particular project and/or a geographic area within the jurisdiction of Local Union 804 specified in the Memorandum of Local Exemption of Amendment.
- (b) The Local Union shall have exclusive discretion to determine whether in fact a particular Clause, Article or Provision contained within this Local Appendix works a hardship on a specific project and/or geographic area within the jurisdiction of Local Union 804.
- (c) Any such Memorandum of Local Exemption or Amendment, in writing, shall amend the specific Clause, Articles or Provisions of this Local Appendix as necessary from time to time. Any such Memorandum of Local Exemption or Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first, at which time the operative Provisions of this Local Appendix shall be as originally agreed to between the parties and contained in the Local Appendix without amendment or exemption.

SECTION 21- LOCAL APPENDIX - L.U. 894 - OSHAWA AND DISTRICT

Clause 602

FOREMEN

- (a) All General Foremen, Foremen and Working Foremen shall be members of the Union.
- (b) When more than one (1) Foreman is required on a project, one (1) shall be designated as General Foreman. The General Foreman shall be paid a minimum of fifteen (15) percent above the Journeyman's rate of pay while employed on the project. The General Foreman shall be in direct charge of the Foreman and the crew when there are less than twenty-one (21) Employees on the job site. When there are twenty-one (21) or more Employees on the job site the General Foreman shall be in charge of the Foremen only and shall issue all orders to them.
- (c) All General Foremen and Foremen shall not be allowed to perform work other than layout when there are more than fourteen (14) men employed by the Contractor.
- (d) No Foreman shall supervise more than ten (10) Journeymen and no man shall be classed as a Foreman who is not in direct charge of a group of men.
- (e) Any Project employing five (5) or more members of Local 894, one (1) of our members on the project shall be designated Foreman for the duration of the project.
- (f) On projects having a General Foreman, workmen are not to take instructions or accept the layout of any job from anyone but their immediate Foreman.

- (g) The ratio of Foremen to Journeymen shall be the following schedule:
 - Three (3) to five (5) Journeymen
 - One (1) of the above number may be a working Foreman who shall be paid a minimum of ten (10) percent above the Journeyman's rate.
 - Six (6) to ten (10) Journeymen
 - One (1) of the above number must be a non-working Foreman who shall be paid a minimum of ten (10) percent above the Journeyman's rate.
 - Eleven (11) to twenty (20) Journeymen - two (2) ForemenIn applying the foregoing table, Foremen shall not be included in computing the number of Journeymen.

Clause 603

- (a) When there is a layoff of Employees from a particular project, the remaining Employees shall not work regular overtime schedules.
- (b) During periods of reduced work, the available work within a shop or jobs must be divided among the Employees as equally as possible. Arrangements to be agreed upon by the parties signatory to this Agreement.

**900 K.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 894 - OSHAWA AND DISTRICT**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$28.25	\$2.82	\$6.02	\$37.09	\$0.20	\$37.29
	May 1, 1999	\$28.93	\$2.89	\$6.02	\$37.84	\$0.20	\$38.04
	May 1, 2000	\$29.70	\$2.97	\$6.02	\$38.69	\$0.20	\$38.89
Foreman (10%)	May 1, 1998	\$31.08	\$3.11	\$6.02	\$40.21	\$0.20	\$40.41
	May 1, 1999	\$31.82	\$3.18	\$6.02	\$41.02	\$0.20	\$41.22
	May 1, 2000	\$32.67	\$3.27	\$6.02	\$41.96	\$0.20	\$42.16
General Foreman (15%)	May 1, 1998	\$32.49	\$3.25	\$6.02	\$41.76	\$0.20	\$41.96
	May 1, 1999	\$33.27	\$3.33	\$6.02	\$42.62	\$0.20	\$42.82
	May 1, 2000	\$34.16	\$3.42	\$6.02	\$43.60	\$0.20	\$43.80
Apprentices	May 1, 1998						
	1st Period	\$11.30	\$1.13	\$6.02	\$18.45	\$0.20	\$18.65
	2nd Period	\$14.13	\$1.41	\$6.02	\$21.56	\$0.20	\$21.76
	3rd Period	\$16.95	\$1.70	\$6.02	\$24.67	\$0.20	\$24.87
	4th Period	\$19.78	\$1.98	\$6.02	\$27.78	\$0.20	\$27.98
5th Period	\$22.60	\$2.26	\$6.02	\$30.88	\$0.20	\$31.08	
Apprentices	May 1, 1999						
	1st Period	\$11.57	\$1.16	\$6.02	\$18.75	\$0.20	\$18.95
	2nd Period	\$14.47	\$1.45	\$6.02	\$21.94	\$0.20	\$22.14
	3rd Period	\$17.36	\$1.74	\$6.02	\$25.12	\$0.20	\$25.32
	4th Period	\$20.25	\$2.03	\$6.02	\$28.30	\$0.20	\$28.50
5th Period	\$23.14	\$2.31	\$6.02	\$31.47	\$0.20	\$31.67	
Apprentices	May 1, 2000						
	1st Period	\$11.88	\$1.19	\$6.02	\$19.09	\$0.20	\$19.29
	2nd Period	\$14.85	\$1.49	\$6.02	\$22.36	\$0.20	\$22.56
	3rd Period	\$17.82	\$1.78	\$6.02	\$25.62	\$0.20	\$25.82
	4th Period	\$20.79	\$2.08	\$6.02	\$28.89	\$0.20	\$29.09
5th Period	\$23.76	\$2.38	\$6.02	\$32.16	\$0.20	\$32.36	

*Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.45, Pension - 3.60, Union Dues - .72, CCO Fund - .15, JEPP - .10.

**Breakdown of Industry Fund:

May 1, 1998: Employer Association Fund - .16, Bill 162 Fund - .03, Bill 158 - .01.

900 K.2 - WAGES & FRINGE BENEFITS - MAINTENANCE
L.U. 894 - OSHAWA AND DISTRICT

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$26.25	\$2.63	\$6.02	\$34.90	\$0.20	\$35.10
	May 1, 1999	\$26.93	\$2.69	\$6.02	\$35.64	\$0.20	\$35.84
	May 1, 2000	\$27.70	\$2.77	\$6.02	\$36.49	\$0.20	\$36.69
Foreman (10%)	May 1, 1998	\$28.88	\$2.89	\$6.02	\$37.79	\$0.20	\$37.99
	May 1, 1999	\$29.62	\$2.96	\$6.02	\$38.60	\$0.20	\$38.80
	May 1, 2000	\$30.47	\$3.05	\$6.02	\$39.54	\$0.20	\$39.74
General Foreman (15%)	May 1, 1998	\$30.19	\$3.02	\$6.02	\$39.23	\$0.20	\$39.43
	May 1, 1999	\$30.97	\$3.10	\$6.02	\$40.09	\$0.20	\$40.29
	May 1, 2000	\$31.86	\$3.19	\$6.02	\$41.07	\$0.20	\$41.27
Apprentices	May 1, 1998						
40 1st Period		\$10.50	\$1.05	\$6.02	\$17.57	\$0.20	\$17.77
50 2nd Period		\$13.13	\$1.31	\$6.02	\$20.46	\$0.20	\$20.66
60 3rd Period		\$15.75	\$1.58	\$6.02	\$23.35	\$0.20	\$23.55
70 4th Period		\$18.38	\$1.84	\$6.02	\$26.24	\$0.20	\$26.44
80 5th Period		\$21.00	\$2.10	\$6.02	\$29.12	\$0.20	\$29.32
Apprentices	May 1, 1999						
40 1st Period		\$10.77	\$1.08	\$6.02	\$17.87	\$0.20	\$18.07
50 2nd Period		\$13.47	\$1.35	\$6.02	\$20.84	\$0.20	\$21.04
60 3rd Period		\$16.16	\$1.62	\$6.02	\$23.80	\$0.20	\$24.00
70 4th Period		\$18.85	\$1.89	\$6.02	\$26.76	\$0.20	\$26.96
80 5th Period		\$21.54	\$2.15	\$6.02	\$29.71	\$0.20	\$29.91
Apprentices	May 1, 2000						
40 1st Period		\$11.08	\$1.11	\$6.02	\$18.21	\$0.20	\$18.41
50 2nd Period		\$13.85	\$1.39	\$6.02	\$21.26	\$0.20	\$21.46
60 3rd Period		\$16.62	\$1.66	\$6.02	\$24.30	\$0.20	\$24.50
70 4th Period		\$19.39	\$1.94	\$6.02	\$27.35	\$0.20	\$27.55
80 5th Period		\$22.16	\$2.22	\$6.02	\$30.40	\$0.20	\$30.60

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.45, Pension - 3.60, Union Dues - .72, CCO - .15, JEPP - .10.

** Breakdown of Industry Fund:

May 1, 1998: Employer Association Fund - .16, Bill 162 - .03, Bill 158 - .01.

Clause 1000

The Health and Welfare, Pension, Union Dues, CCO Fund and Employers' Association Dues, are to be calculated and included in one (1) cheque and made payable to:

IBEW Local Union 894,
Benefits Plans,
26 Caristrap Street Unit No. 1,
Bowmanville, Ontario L1C 3Y7.

Clause 1001

The Company shall contribute \$5.05 per hour for each hour earned on behalf of each General Foreman, Foreman, Journeyman and Apprentice employed by the Company as payment to the Local 894 Health and Welfare and Pension Plans.

Clause 1002

The Company shall remit \$0.72 per hour for each hour earned on behalf of each General Foreman, Foreman, Journeyman and Apprentice employed by the Company as payment to the Local 894 Union Dues Fund.

Clause 1003

In the same manner as the above Union Dues, the Company shall remit \$0.15 (\$0.04 General, \$0. 10 Organizing, \$0.01 Bill 158) per hour, for each hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

Clause 1004

The Company shall remit Employer's Association Dues in the amount of \$0.16 per hour earned on behalf of each General Foreman, Foreman, Journeyman and Apprentice employed by the Company to the Administrator who in turn shall forward it to the Electrical Contractors Association of Oshawa and District.

Clause 1005

BILL 162 FUND

In the same manner as the above Employer's Association Dues, the Company shall remit \$0.03 per hour earned each month to the Administrator who in turn shall forward it to the Electrical Contractors Association of Oshawa and District for the Bill 162 Fund.

Clause 1006

BILL 158 FUND

In the same manner as the above Employer's Association Dues, the Company shall remit \$0.01 per hour earned each month to the Administrator who in turn shall forward it to the Electrical Contractors Association of Oshawa and District for the Bill 158 Fund.

Clause 1007

JOINT ELECTRICAL PROMOTION PLAN

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

Joint Electrical Promotion Plan
c/o Electrical Trade Bargaining Agency
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1008

On the Contribution Forms provided by Local 894 or on a duplicate of the form, payments required under this Collective Agreement are to be calculated monthly by the Contractor and remitted by the tenth (10th) day of the following month.

If any Contractor fails to remit the required payment on or before the twentieth (20th) day of the month following the month worked, the Contractor shall pay to the Trustees, and/or the Union as required, as liquidated damages and not as a penalty, an amount equal to ten (10) percent of the required payment. Thereafter, damages will be calculated and will accrue at the rate of two (2) percent per month (24% per year) on any unpaid arrears, including previous damages.

Clause 1100

TRAVEL COMPENSATION

It is the intent of this Clause that Employees should receive travel compensation for travel time and costs when requested to report to work at starting time outside the agreed free travel areas.

Employees shall pay their own travel costs from home to job and return when the job is within the free travel areas as later defined.

When an Employee is requested to use his own vehicle for the convenience of the Employer, such use shall be compensated for.

Clause 1101

One free travel zone to be everything inside these boundaries. Commencing at Lake Ontario and Courtice Road: North on Courtice Road to Mitchells Corners (Taunton Road) thence west to Road No. 15 (Pickell Road) north on Road No. 15 (Pickell Road) to 7th Line Road of Darlington Township: thence west on 7th Line of Darlington Township to 6th Line of Durham Region: thence west on Concession 6 Ontario County to Highway No. 7 at Brooklin: thence on Highway No. 7 to Greenwood (Westney Road) thence south on Westney Road to Highway 401 (MacDonald-Cartier Freeway) thence west on 401 to Duffins Creek (Pickering) thence south along Duffins Creek to Lake Ontario. The southern boundaries consisting of Lake Ontario.

Clause 1102

The other free travel zone to be everything within a sixteen (16) kilometre radius of Peterborough City Hall.

Clause 1103

Travel arrangements within a sixteen (16) kilometre radius of the junction of Hope, Hamilton Township and Highway No. 2 shall be subject to mileage arrangements for larger projects. The Business Manager in concert with the Labour Management Committee shall establish the basis and the rate thereof at least five (5) working days prior to the closing date of the Electrical Contract of Tender.

Clause 1104

All territory outside these two (2) free travel zones and within the jurisdictional boundaries defined by International Brotherhood of Electrical Workers and south of a line from Vansickle to Port Bolster to be paid at the rate of \$18.67 (\$18.87 May 1, 1999, \$19.17 May 1,2000) per day worked.

Clause 1105

All territory north of this line (from Vansickle to Port Bolster) and within the jurisdictional boundaries defined by International Brotherhood of Electrical Workers to be paid \$40.00 (\$40.50 May 1, 1999, \$41.25 May 1, 2000) per day worked, as a Board Allowance.

Clause 1106

When an Employer requests an Employee to travel from office to job or between jobs in the free zones for the convenience of the Employer he shall pay the Employee \$0.36 (\$0.37 May 1, 1999) per kilometre, a minimum of \$2.00 per day, and shall also be reimbursed for parking fees paid out during such period. No Employer without the consent of the Employee shall request that the Employee carry in his vehicle the Contractor's material or equipment to a maximum of one hundred (100) lbs. Employer to carry non-owned vehicle insurance.

Clause 1500

RESIDENTIAL APARTMENTS - DEFINITION

A building or complex of buildings with purpose of providing permanent living quarters to tenants and owners.

Clause 1501

HOURS OF WORK

The hours of work shall be eight (8) hours per day, Monday to Friday, between the hours of 8:00 a.m. and 4:30 p.m. A total of forty (40) hours per week, during the pouring of slab on the building, shall constitute a normal work week.

At completion of the slab being poured on the building, the hours of work shall be 8:00 a.m. to 4:30 p.m., Monday to Thursday and 8:00 a.m. to 12:00 noon on Friday. A total of thirty-six (36) hours per week shall constitute the normal work week.

Clause 1502

Daily starting and stopping times may be adjusted up to one-half (1/2) hour earlier and one-half (1/2) hour later when agreeable to the Company and the Local Union Business Manager.

Clause 1503

On New Apartment (Residential) construction, the place of commencing and quitting work shall be within one (1) floor level of the street.

Clause 1504

All other rates and conditions of the Current Agreement to be adhered to.

Clause 1600

MAINTENANCE

A regular rate of \$2.00 less than the Industrial rate. All job conditions, mileage and hours of work to be the same as the Industrial. Service Vehicles, inplant maintenance and alterations not to exceed \$15,000.00

Does not include New Construction.

SECTION 21- LOCAL APPENDIX - L.U. 1687 - NORTHERN ONTARIO

Clause 602

FOREMEN

- (1) On all jobs employing four (4) men and lasting more than one (1) day, one (1) shall be designated as a Sub-Foreman by the Contractor. The Sub-Foreman shall be permitted to work with tools until there are seven (7) or more men on the job, including himself. The Sub-Foreman shall receive the Sub-Foreman's rate of pay while there are four (4) or more Employees on the job. Sub-Foremen shall not be in charge of more than twelve (12) men.
- (2) On all jobs having two (2) Sub-Foremen, one (1) shall be designated as a Foreman by the Contractor, unless the Owner or the Owner's representative is on the job. Foremen may be in charge of four (4) men in addition to one (1) Sub-Foreman, Foremen shall not be in charge of more than three (3) Sub-Foremen.
- (3) On all jobs having three (3) Foremen, the Contractor shall appoint one (1) General Foreman to be in charge of the Foremen. The General Foreman shall not be in charge of more than four (4) Foremen.
- (4) On all jobs having one (1) or more Sub-Foremen, workmen are not to take directions or orders or accept the layout of any job from anyone except his Sub-Foreman or his replacement.
- (5) On all jobs having one (1) or more Foremen, Sub-Foremen are not to take directions or orders or accept the layout of any job from anyone except his Foreman or his replacement.
- (6) On all jobs having one (1) or more General Foremen, Foremen are not to take directions or orders or accept the layout of any job from anyone except his General Foreman or his replacement.
- (7) Whenever overtime, start-up and stand-by is to be worked by two (2) or more Journeymen, Sub-Foremen or Foremen shall be present, and Sub-Foremen shall be permitted to work with the tools.
- (8) Sub-Foremen shall receive seven (7) percent over the Journeyman's rate of pay and Foremen shall receive eleven (11) percent over the Journeyman's rate of pay.

**900 L.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 1687 - NORTHERN ONTARIO**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$28.48	\$2.85	\$5.90	\$37.23	\$0.18	\$37.41
	May 1, 1999	\$29.05	\$2.91	\$6.02	\$37.98	\$0.20	\$38.18
	May 1, 2000	\$29.72	\$2.97	\$6.14	\$38.83	\$0.22	\$39.05
Sub-Foreman (7%)	May 1, 1998	\$30.47	\$3.05	\$5.93	\$39.45	\$0.18	\$39.63
	May 1, 1999	\$31.08	\$3.11	\$6.05	\$40.24	\$0.20	\$40.44
	May 1, 2000	\$31.80	\$3.18	\$6.17	\$41.15	\$0.22	\$41.37
Foreman (11%)	May 1, 1998	\$31.61	\$3.16	\$5.95	\$40.72	\$0.18	\$40.90
	May 1, 1999	\$32.25	\$3.23	\$6.07	\$41.55	\$0.20	\$41.75
	May 1, 2000	\$32.99	\$3.30	\$6.19	\$42.48	\$0.22	\$42.70
Apprentices	May 1, 1998						
40 1st Period		\$11.39	\$1.14	\$5.62	\$18.15	\$0.18	\$18.33
50 2nd Period		\$14.24	\$1.42	\$5.66	\$21.32	\$0.18	\$21.50
60 3rd Period		\$17.09	\$1.71	\$5.71	\$24.51	\$0.18	\$24.69
70 4th Period		\$19.94	\$1.99	\$5.76	\$27.69	\$0.18	\$27.87
80 5th Period		\$22.78	\$2.28	\$5.81	\$30.87	\$0.18	\$31.05
90 (Section 17)		\$25.63	\$2.56	\$5.85	\$34.04	\$0.18	\$34.22
Apprentices	May 1, 1999						
40 1st Period		\$11.62	\$1.16	\$5.73	\$18.51	\$0.20	\$18.71
50 2nd Period		\$14.53	\$1.45	\$5.78	\$21.76	\$0.20	\$21.96
60 3rd Period		\$17.43	\$1.74	\$5.83	\$25.00	\$0.20	\$25.20
70 4th Period		\$20.34	\$2.03	\$5.88	\$28.25	\$0.20	\$28.45
80 5th Period		\$23.24	\$2.32	\$5.92	\$31.48	\$0.20	\$31.68
90 (Section 17)		\$26.15	\$2.62	\$5.97	\$34.74	\$0.20	\$34.94
Apprentices	May 1, 2000						
40 1st Period		\$11.89	\$1.19	\$5.85	\$18.93	\$0.22	\$19.15
50 2nd Period		\$14.86	\$1.49	\$5.90	\$22.25	\$0.22	\$22.47
60 3rd Period		\$17.83	\$1.78	\$5.94	\$25.55	\$0.22	\$25.77
70 4th Period		\$20.80	\$2.08	\$5.99	\$28.87	\$0.22	\$29.09
80 5th Period		\$23.78	\$2.38	\$6.04	\$32.20	\$0.22	\$32.42
90 (Section 17)		\$26.75	\$2.68	\$6.09	\$35.52	\$0.22	\$35.74

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.74, Pension - 3.40, CCO Fund - .15, Education Fund - .03, Recreation Fund - .01, Working Dues -1.5% of Gross Earnings, JEPP - .10.

May 1, 1999: Health & Welfare - 1.74, Pension - 3.50, CCO Fund - .15, Education Fund - .04, Recreation Fund - .01, Working Dues -1.5% of Gross Earnings, JEPP - .10.

May 1, 2000: Health & Welfare - 1.74, Pension - 3.60, CCO Fund - .15, Education Fund - .05, Recreation Fund - .01, Working Dues -1.5% of Gross Earnings, JEPP - .10.

** Breakdown of ECA Fund:

May 1, 1998: General Fund - .14, Education - .03, Bill 158 - .01.

May 1, 1999: General Fund - .15, Education - .04, Bill 158 - .01.

May 1, 2000: General Fund - .16, Education - .05, Bill 158 - .01.

NOTE: 1. On agreement of the ETBA and IBEW-CCO Total Package amounts for the period May 1, 1998 to April 30, 2001 inclusive may be subject to amendment prior to expiry.

2. Working Dues are included in Union Funds reported above.

**900 L.2 - WAGES & FRINGE BENEFITS - RESIDENTIAL AGREEMENT
L.U. 1687 - NORTHERN ONTARIO**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$26.48	\$2.65	\$5.87	\$35.00	\$0.18	\$35.18
	May 1, 1999	\$27.05	\$2.71	\$5.99	\$35.75	\$0.20	\$35.95
	May 1, 2000	\$27.72	\$2.77	\$6.11	\$36.60	\$0.22	\$36.82
Sub-Foreman (7%)	May 1, 1998	\$28.33	\$2.83	\$5.90	\$37.06	\$0.18	\$37.24
	May 1, 1999	\$28.94	\$2.89	\$6.02	\$37.85	\$0.20	\$38.05
	May 1, 2000	\$29.66	\$2.97	\$6.14	\$38.77	\$0.22	\$38.99
Foreman (11%)	May 1, 1998	\$29.39	\$2.94	\$5.91	\$38.24	\$0.18	\$38.42
	May 1, 1999	\$30.03	\$3.00	\$6.04	\$39.07	\$0.20	\$39.27
	May 1, 2000	\$30.77	\$3.08	\$6.16	\$40.01	\$0.22	\$40.23
Apprentices	May 1, 1998						
40 1st Period		\$11.39	\$1.14	\$5.62	\$18.15	\$0.18	\$18.33
50 2nd Period		\$14.24	\$1.42	\$5.66	\$21.32	\$0.18	\$21.50
60 3rd Period		\$17.09	\$1.71	\$5.71	\$24.51	\$0.18	\$24.69
70 4th Period		\$19.94	\$1.99	\$5.76	\$27.69	\$0.18	\$27.87
80 5th Period		\$22.78	\$2.28	\$5.81	\$30.87	\$0.18	\$31.05
Apprentices	May 1, 1999						
40 1st Period		\$11.62	\$1.16	\$5.73	\$18.51	\$0.20	\$18.71
50 2nd Period		\$14.53	\$1.45	\$5.78	\$21.76	\$0.20	\$21.96
60 3rd Period		\$17.43	\$1.74	\$5.83	\$25.00	\$0.20	\$25.20
70 4th Period		\$20.34	\$2.03	\$5.88	\$28.25	\$0.20	\$28.45
80 5th Period		\$23.24	\$2.32	\$5.92	\$31.48	\$0.20	\$31.68
Apprentices	May 1, 2000						
40 1st Period		\$11.89	\$1.19	\$5.85	\$18.93	\$0.22	\$19.15
50 2nd Period		\$14.86	\$1.49	\$5.90	\$22.25	\$0.22	\$22.47
60 3rd Period		\$17.83	\$1.78	\$5.94	\$25.55	\$0.22	\$25.77
70 4th Period		\$20.80	\$2.08	\$5.99	\$28.87	\$0.22	\$29.09
80 5th Period		\$23.78	\$2.38	\$6.04	\$32.20	\$0.22	\$32.42

* Breakdown of Union Funds:

May 1, 1998: Health & Welfare - 1.74, Pension - 3.40, CCO Fund - .15, Education Fund - .03, Recreation Fund - .01, Working Dues -1.5% of Gross Earnings, JEPP - .10.

May 1, 1999: Health & Welfare - 1.74, Pension - 3.50, CCO Fund - .15, Education Fund - .04, Recreation Fund - .01, Working Dues - 1.5% of Gross Earnings, JEPP - .10.

May 1,2000: Health & Welfare - 1.74, Pension - 3.60, CCO Fund - .15, Education Fund - .05, Recreation Fund - .01, Working Dues -1.5% of Gross Earnings, JEPP - 10.

** Breakdown of ECA Fund:

May 1, 1998: General Fund - .14, Education - .03, Bill 158 - .01.

May 1,1999: General Fund - .15, Education - .04, Bill 158 - .01.

May 1,2000: General Fund - .16, Education - .05, Bill 158 - .01.

Note: Working Dues are included in Union Funds reported above.

Clause 900 L.3

All work performed at the height of thirteen (13) metres or more above ground, permanent floor or formed structure for permanent floor, shall be paid at a premium. The premium shall be \$8.00 per hour during the regular working hours and \$16.00 per hour during the overtime hours. Height pay premium shall be considered part of the regular rate of pay for purpose of determining shift premiums. Height pay shall include work performed in or above any opening of forty (40) cm or larger at this height. For clarification see attached drawings. Where openings in floors are provided for equipment, machinery, vessels, etc. and said equipment, machinery and vessels are in place, no premium shall be paid while working over these areas.

See Letter of Understanding.

Clause 900 L.4

(i) On all underground mining and tunneling work and all work in pressurized chambers, a \$1.40 per hour premium shall be paid in addition to any applicable rate of pay.

(ii) **Hours of Work**

On all underground work, the hours of work may be adjusted to be worked over a period of five (5) consecutive days one (1) week and four (4) consecutive days the following week, subject to mutual consent.

For competitive reasons, when thirty-six (36) hours per week is not viable, a forty (40) hour work week may be instituted. Under these circumstances, the hours of work are as follows:

- (a) Day Shift: The regular hours of work for day shift shall be eight (8) hours per day, Monday to Friday, from 8:00 am to 4:00 pm.
- (b) Afternoon Shift: A shift commencing any time between 4:00 pm and 7:00 pm, Monday to Friday, working eight (8) hours per day shall constitute an afternoon shift and shall be paid at one-hundred and seven (107) percent of the regular rate of pay, [two-hundred and fourteen (214) percent on overtime].
- (c) Night Shift: A shift commencing any time between midnight and 2:00 am, Monday to Friday, working eight (8) hours per day shall constitute a night shift and be paid at one-hundred and twelve (112) percent of the regular-rate of pay, [two-hundred and twenty-four (224) percent on overtime].
- (d) Shifts to work for at least five (5) consecutive working days in order to qualify as shift work.
- (e) No shifts to start at any other time without the mutual consent of the signing parties to this agreement.
- (f) Lunch on underground work shall be on the Contractors time and shall not exceed one half (1/2) hour.
- (g) When an Employee is required to wait for the man hoist, the first half (1/2) hour of waiting time shall be paid at the straight time rate of pay.
- (h) No Employees shall be permitted to work on more than one (1) shift in a twenty-four (24) hour period, unless overtime rate is paid, this does not apply in the event of a short change from one shift period to the next when the change occurs mid week providing the Employee is allowed eight (8) hours between shifts. Adjusted starting times will be considered when determining if this requirement to provide eight (8) hours off is met.

- (i) On underground mining and tunneling work, there shall be a classification of Utilityman added. Utilitymen shall be paid fifty (50) percent of the Journeyman's rate of pay.

Clause 900 L.5

Foremen are to receive an increase in pay whenever any of the men working for them receives an increase in pay due to underground pay, shift pay and any other premium pay excluding height pay.

Sub-Foremen are to receive an increase in pay whenever any of the men working for them receives an increase in pay due to height pay, underground pay, shift pay and any other premium pay.

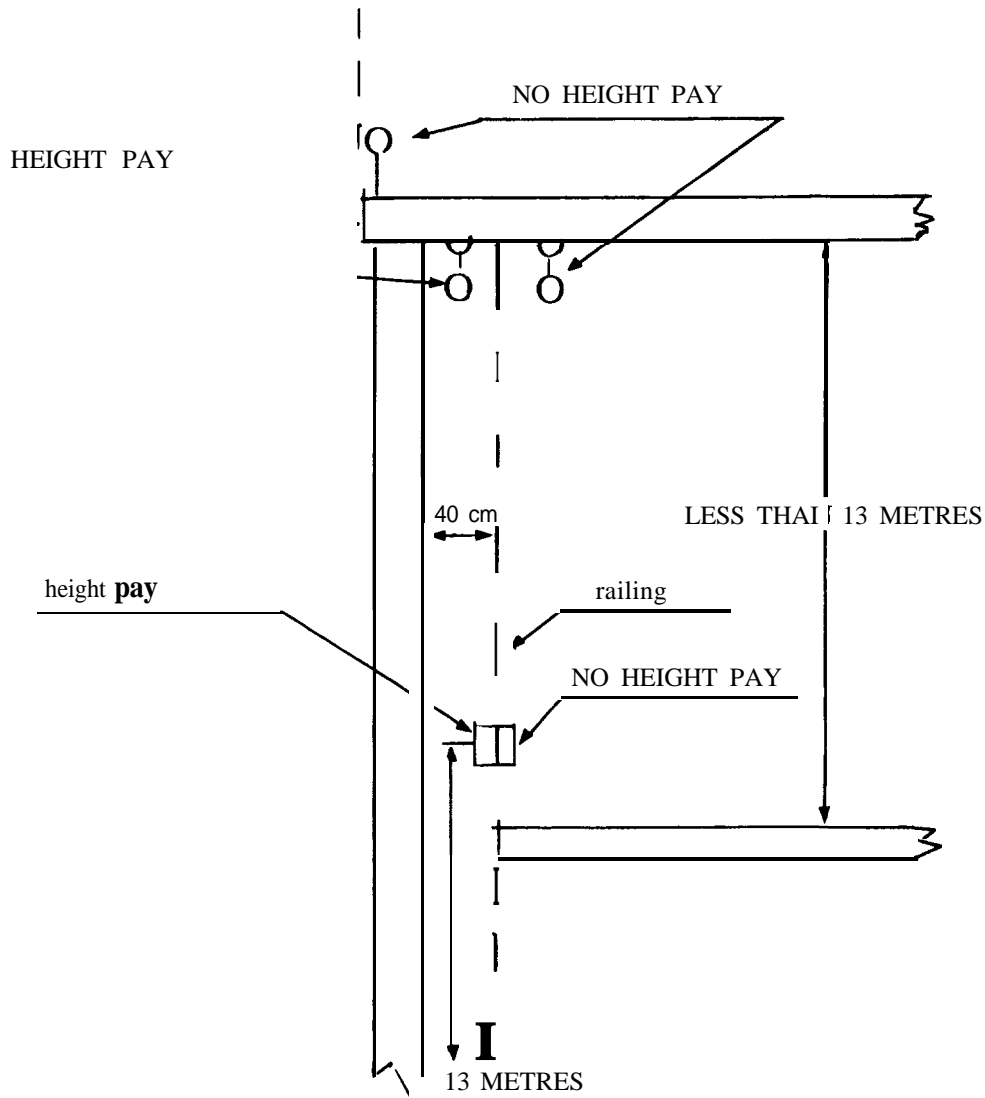
Increases shall be on the same basis as that of the men working for them.

Clause 900 L.6

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

Vacation Pay shall be paid weekly with the wages and shall be for the pay period the cheque is made out for.

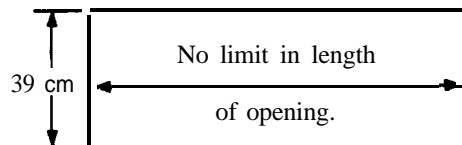
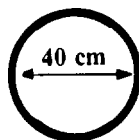
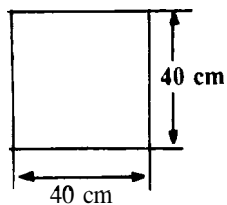
HEIGHT PAY CLARIFICATION ARTICLE 900 L.3 -



OPENINGS' SIZES

HEIGHT PAY IN OR ABOVE THESE
or LARGER OPENINGS

NO HEIGHT PAY IF ONE SIDE
OF OPENING IS LESS THAN 40 cm



PLEASE DO NOT SCALE

Clause 1000

HEALTH & WELFARE

The Contractor shall contribute to the Local 1687 Health & Welfare Fund \$1.74 for each hour earned, by each hourly-rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$3.48 per hour.

A Welfare Committee appointed by the Local 1687 shall administer the Health and Welfare Fund.

Clause 1001

PENSION FUND

The Contractor shall contribute to the Local 1687 Pension Fund \$3.40 (\$3.50 May 1, 1999, \$3.60 May 1,2000) per hour for each hour earned by each hourly-rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$6.80 (\$7.00 May 1, 1999, \$7.20 May 1,2000) per hour.

Pension Trustees appointed by the Local 1687 shall administer Local 1687 Pension Fund.

Clause 1002

WORKING DUES

The Contractor shall contribute to the Local Union 1687 Administrator the equivalent of one and a half (1 1/2) percent of the gross earnings for each hour earned by each hourly-rated Employee covered by this Agreement. This amount is included in Union Funds as shown in wage charts 900 L.1 and 900 L.2.

Clause 1003

CONSTRUCTION COUNCIL OF ONTARIO FUND

The Contractor shall remit to the Administrator of the Union Funds \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour for each hour earned by each hourly-rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.30 per hour.

This money is to be sent monthly by the Administrator to the IBEW Construction Council of Ontario.

Clause 1004

ASSOCIATION FUND

The Contractor shall also remit to the Administrator of the Union Funds \$0.15 (General \$0.14, Bill 158 \$0.01), \$0.16 May 1, 1999 (General \$0.15, Bill 158 \$0.01), \$0.17 May 1, 2000 (General \$0.16, Bill 158 \$0.01), per hour for each hour earned by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.30 (\$0.32 May 1, 1999, \$0.34 May 1, 2000) per hour.

This money is to be sent monthly by the Administrator to the Electrical Contractors Association of Northern Ontario.

Clause 1005

CONTINUATION OF BENEFITS (Bill 162)

Subject to the Memorandum of Agreement dated February 15, 1992, the Contractor shall remit to the Administrator of the Union Funds \$0.04 per hour for each hour earned by each hourly rated Employee covered by this Agreement. These funds are added to the Health & Welfare contributions. The hourly contributions for all overtime hours worked shall be \$0.08 per hour.

This money is to be used for the continuation of benefits in accordance with Bill 162.

The parties agree to abide by the terms of the May 1, 1995 Letter of Understanding regarding the maintenance of funding for the continuation of benefits under Bill 162.

Clause 1006

EDUCATION FUND

The Contractor shall remit to the Administrator of the Union Funds \$0.06 (\$0.08 May 1, 1999, \$0.10 May 1, 2000) per hour for each hour earned by each hourly rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.12 (\$0.16 May 1, 1999, \$0.20 May 1,2000) per hour.

This money represents matching contributions from the Employee and the Contractor. These contributions shall be deposited monthly to the "Joint Industry Education Fund" coming under the control of the "Joint Industry Administration Committee".

Clause 1007

RECREATION FUND

The Contractor shall remit to the Administrator of the Union Funds \$0.01 per hour for each hour earned by each hourly-rated Employee covered by this Agreement. The hourly contributions for all overtime hours worked shall be \$0.02 per hour.

This money is to be deposited in the Local Union Recreation Fund.

Clause 1008

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 of the Union Funds for the JEPP. The hourly contribution for all overtime hours worked shall be \$0.20 per hour. 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
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1009

PAYMENTS

Payments to all Funds listed in 1000 to 1008 are to be made monthly by the tenth (10th) day of the following month subject to damages calculated in the following manner:

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

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

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

Two (2) percent for every month or part of month, until all payments have been received. All penalties to be compounded.

Compound penalty rate approximately thirty-nine point eight (39.8) percent annually.

Clause 1010

PAYMENTS

Payments to all Funds in 1000 to 1008 are to be included in one cheque and made payable to IBEW Local 1687 Health and Welfare Fund and mailed to the Administrator appointed by the Health and Welfare Committee, together with forms supplied by the Administrator and completed by the Contractor showing the names of Employees upon whose behalf the contributions are made.

Clause 1100

TRAVEL AND SUBSISTENCE ALLOWANCES

Free Zones

For the purpose of determining daily travel allowance there shall be a twenty (20) road mile free zone from;

- The Sudbury Federal Building on Elm Street
- The North Bay Federal Building on Worthington Street
- The Sault Ste. Marie Federal Building on Queen Street
- The Timmins Federal Building on Cedar Street
- The Kirkland Lake Federal Building on Kirkland Street
- The Haileybury Federal Building on Ferguson Street
- The Place of Accommodation when subsistence is paid.

A mutually agreed starting point determined at the pre-job conference.

Clause 1101

DAILY TRAVEL ALLOWANCE

On all work within the territorial jurisdiction of this Agreement daily travel allowances shall be calculated in the following manner;

- (a) When Employees are required by the Contractor to report to the shop inside the free zone, the Contractor shall furnish transportation from shop to job, job to job, and job to shop.
- (b) When Employees are required by the Contractor to report to the job inside the free zone they shall do so at their own expense and their own free time.
- (c) When Employees are required by the Contractor to report to the job outside the free zone from which they are requested by the Contractor to return home daily they shall be paid a travel allowance in the amount of \$0.42 (\$0.43 May 1, 1999, \$0.44 May 1, 2000) per mile beyond the free zone per hour worked to a maximum of 8 hours per day (9 hours for compressed work week).
- (d) When the Company provides transportation no allowance shall be paid and the Employee shall travel on Company time. All travel time to be paid at straight time rates.
- (e) Daily travel allowance in paragraph (c) shall be paid for the remaining regular hours of work in the day when Employees are prevented from working due to climactic conditions or when work is not available. In accordance with Clause 804.
- (f) For the purposes of determining daily travel for projects within the Regional Municipality of Sudbury, the following travel allowance shall be paid:
For jobs within five (5) road miles of the free zone \$7.35 per day or part of day worked.
For jobs from over five (5) road miles to ten (10) road miles of the free zone \$14.70 per day or part of day worked.

For jobs from over ten (10) road miles to fifteen (15) road miles of the free zone \$22.05 per day or part of day worked.

For jobs from over fifteen (15) road miles to twenty (20) road miles of the free zone \$29.40 per day or part of day worked.

For any work outside the Sudbury Regional boundaries daily travel shall be calculated as per (c) above

- (g) Subsection (f) above shall be renewed upon mutual consent of the parties, however, should either side disagree to renew this Clause, it is agreed that:
 - (a) the new rates will expire April 30,2001;
 - (b) these new rates will apply to all work tendered or in progress prior to April 30,2001.

Clause 1102

INITIAL & RETURN TRIP

When Employees are required to live away from Sudbury they shall be paid a travel allowance in the amount of \$1.51 (\$1.55 May 1, 1999, \$1.57 May 1, 2000) per road mile from the Sudbury Federal Building. This amount shall be paid for the initial trip at the start of the job and also for the return trip at the completion of the job. Subsistence allowance for the regular hours of work shall be paid for a day prior to the first day worked and for the day after termination of employment providing the Employee reports to work at 8:00 a.m.

Clause 1103

REMOTE ACCOMMODATION

If suitable accommodations are more than twenty (20) road miles from the job, daily travel in Clause 1101 shall apply. Place of accommodation shall be determined at the pre-job meeting between the Contractor and the Union.

Clause 1104

QUITTING

If men leave the job of their own volition within thirty (30) days the return trip in Clause 1102 may be withheld.

Clause 1105

The cost of transportation at the rate of \$0.58 (\$0.60 May 1, 1999) per road mile, to and from the job from the Sudbury Federal Building, shall be paid twice each month for jobs within one hundred (100) miles from the Sudbury Federal Building, and every month for jobs within two hundred (200) miles from the Sudbury Federal Building, and every two (2) months for jobs within four hundred (400) miles from the Sudbury Federal Building, and every three (3) months for jobs within six hundred (600) miles from the Sudbury Federal Building. This shall be paid whether or not the Employee actually returns to Sudbury.

At the time of lay off the cost of transportation shall be prorated to reflect final amount owing to the Employee.

Clause 1106

SAULT STE. MARIE

On projects located in the District of Algoma being west of the line running north and south at the easterly limits of the Bridgland Township the Travel Allowance in Clause 1102 shall be based from the Sault Ste. Marie Federal Building.

Clause 1107

SUBSISTENCE ALLOWANCE

When Employees are required by the Contractor to live away from Sudbury, Sault Ste. Marie, or North Bay and when transferred from place of hire the Contractor shall pay each Employee a subsistence allowance per hour worked calculated in the following manner;

The subsistence allowance shall be \$9.07 (\$9.17 May 1, 1997, \$9.32 May 1, 2000) per hour worked to a maximum of eight (8) hours per day.

Subsistence Allowance on shift work to be paid on the basis of nine (9) hours pay for eight (8) hours worked.

Subsistence Allowance shall be paid for the regular hours of work on Statutory Holidays.

Clause 1108

INCLEMENT WEATHER

Subsistence allowance shall be paid for the remaining regular hours of work in the day when Employees are prevented from working due to climactic conditions.

Clause 1109

CAMP PROVISIONS

On projects north of Highway 11 in the District of Cochrane from whence Employees cannot return daily to the places of accommodations located on said Highway, the Contractor shall supply suitable board and living accommodations.

Clause 1110

CAMP CONDITIONS

When conditions are such that a camp must be established, the following conditions shall apply;

One (1) man per room; each room approximately seventy-two (72) square feet.

One (1) window per room; one (1) mirror per room; one (1) table and one (1) chair per room; one (1) waste basket, one (1) clothes closet with locking facility.

Clean linen once a week; blankets laundered out every three (3) months, or when deemed necessary. New men to be supplied with clean blankets and sheets.

One (1) bed per room with box spring mattress at least six (6) feet in length.

One (1) wash basin; one (1) shower and one (1) toilet for each five (5) men; one (1) washer and dryer for each twenty (20) men.

Clause 1111

SUBSISTENCE EXEMPTION

On industrial work, employing ten (10) or less men and institutional work employing twelve (12) or less men and on all commercial and residential work in Timmins, Kirkland Lake and Tri-Town areas, there shall be no Subsistence Allowance paid if men return daily to the free zone unless the Employee was transferred.

Clause 1112

PARKING LOT

When the parking lot becomes an issue on a job because of the location to said job site, the Contractor and the Union will from time to time negotiate walking time, each problem to be handled on its own merits.

Clause 1113

COMPRESSED WORK WEEK

Where the Parties agree to a compressed work week as permitted under Clause 800 (G) and where Room and Board is applicable, it shall be paid for all regular hours of work.

Clause 1114

RETROFIT

On commercial and institutional projects where conditions are such that work cannot be carried out during the regular hours as referred to in Section 800, due to occupancy by the Owner Client or because of access by the public during business hours, special conditions may apply to improve our competitive positions with regard to shift premiums. When it is felt that a job qualifies, the request must be made to the Union Office and each job shall be decided on its own merits.

Clause 1500

RESIDENTIAL

SCOPE OF APPENDIX

This Appendix shall be attached to and form part of the Collective Agreement now in effect between the Electrical Contractors Association of Northern Ontario and Local 1687 of the International Brotherhood of Electrical Workers.

It is the intent of both parties that a serious attempt be made to operate this Section of the Agreement to the mutual benefit of the parties signatory to it.

There shall be no reduction in pay to men working on projects that are already under construction.

Current Agreement between the Electrical Contractors Association of Northern Ontario and Local Union 1687 of the IBEW shall apply in all, except following instances.

Clause 1501

DEFINITION OF WORK

The work covered by this Appendix shall be as defined below:

- (a) New houses of any size or type, singly or in developments, town houses, row houses and prefabricated houses.
- (b) Motels up to thirty-five (35) units with or without the coffee shop, restaurant or gasoline bar. This Section shall not apply to any motels having liquor and/or commercial outlets.
- (c) High-rise apartments of any size not having commercial section.
- (d) Repairs and rewiring in existing homes (any size).
- (e) Service trucks on all of the above.

Clause 1502

WORKING CONDITIONS

- (a) There shall be no transfer of personnel within the Company between the specific classifications unless by mutual consent of the Contractor and the Union.
- (b) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. Monday to Friday inclusive and this shall constitute a regular work week. Should a Contractor on special occasions wish to work eight (8) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. he may do so upon mutual agreement with the Union Business Manager.
- (c) Employees who are required to perform work in excess of their regular work hours including Saturday morning,

shall be paid at the rate of one and one-half (1 1/2) the rate.

- (d) Work performed on Saturday afternoons, Sundays and Holidays, as defined in Article 805, shall be paid at double (2) the rate.
- (e) Employees who are required to perform emergency service calls outside their regular working hours, shall be paid at the rate of one and one-half (1 1/2) the regular rate for a minimum of one (1) hour, except on Saturday afternoons, Sundays and Holidays, which shall be paid at double (2) the straight time rate for a minimum of one (1) hour.
- (f) The cost of transportation, as defined in Article 1105, Section 11 of the Agreement, shall not apply unless an Employee is transferred.
- (g) Room and Board Allowance, as defined in Article 1107 Section 11 of the Agreement, shall not apply unless an Employee is transferred.
- (h) Union "A" members shall have preference on all Industrial and Commercial work.
- (i) The Company shall endeavor to institute a schedule or rotative system for "A" members working for their Company to assure a fair distribution of Industrial and Commercial work.

Clause 1503

WAGES, VACATION PAY AND HEALTH AND WELFARE

- (a) Minimum hourly rate for Journeymen Electricians shall be \$2.00 per hour less than the Industrial rate of pay.
- (b) Minimum hourly rates for Apprentices shall be the same as for the ICI Sector.
- (c) Vacation Pay shall be ten (10) percent of the hourly earnings.
- (d) All Fund contributions shall be the same as those defined in Section 10 of this Agreement.

LETTER OF UNDERSTANDING

May 1, 1995

Mr. K. Hewett
Chairman
Electrical Contractors Association of Northern Ontario
257 Beatty Street
Sudbury, Ontario
P3C 4G1

Re: Height Pay, Clause 900 L.3

Dear Sir:

It is understood that on underground work in a mine, Height Pay shall not apply to work performed below the collar of the head frame.

It is further understood that, should a temporary floor be constructed in the location of, and the size of the permanent floor it replaces, and such temporary floor is engineered in a safe manner, that for the purposes of determining Height Pay, the temporary floor shall be considered permanent floor.

Yours truly
L. Lineham
Business Manager
IBEW Local 1687

LETTER OF UNDERSTANDING

It is agreed that in the event of a legal strike or lock out by or of another bargaining unit, which causes the cessation of work on a particular site or project, the union will refer the Employees laid off as a result of the work stoppage, back to his Employer, providing the call back to work is within 2 weeks of the end of the labour dispute.

Signed for IBEW:

Larry Lineham
B. McNamara

Signed for ECANO:

Peter Bryant
Ken Hewitt

SECTION 21- LOCAL APPENDIX - L.U. 1739 - GEORGIAN BAY

Clause 602

FOREMEN - DUTIES AND DEFINITIONS

On all jobs requiring a Foreman, Employees are not to take direction or accept the layout of any job from anyone except the Foreman. Foremen must be members of the IBEW unless otherwise approved by the Local Union Business Manager.

General Foremen

On all jobs requiring thirty (30) or more Employees, the Employer shall appoint one (1) General Foreman. The General Foreman shall supervise the work of other Foremen and direct all orders through them. The General Foreman shall not supervise more than six (6) Foremen.

General Foremen shall be paid fifteen (15) percent above the Journeyman's rate of pay.

Foremen

On all jobs requiring four (4) or more Employees, the Employer shall appoint one (1) Foreman. The Foreman must be a Journeyman Wireman. One (1) Foreman shall be

allowed to supervise the work of a maximum of fifteen (15) Workmen.

Foremen shall be paid ten (10) percent above the Journeyman's rate of pay.

Sub-Foremen

On all jobs requiring two (2) or more Journeymen where one (1) of the Journeymen is required to direct one (1) or more Journeymen, the Employer shall appoint one (1) Sub-Foreman. A Sub-Foreman is not required when there is a Foreman. Sub-Foremen cannot be name-hired. The Sub-Foreman must be a Journeyman-Wireman and shall be required to work with the tools. The Sub-Foreman shall be allowed to supervise the work of a maximum of three (3) Workmen.

Sub-Foremen shall be paid five (5) percent above the Journeyman's rate of pay.

**900 M.1 - WAGES & FRINGE BENEFITS - PRINCIPAL AGREEMENT
L.U. 1739 - GEORGIAN BAY**

	Date	Base Rate	V.P.& S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$28.65	\$2.86	\$5.26	\$36.77	\$0.15	\$36.92
	May 1, 1999	\$29.26	\$2.93	\$5.33	\$37.52	\$0.15	\$37.67
	May 1, 2000	\$29.97	\$3.00	\$5.40	\$38.37	\$0.15	\$38.52
Sub-Foreman (5%)	May 1, 1998	\$30.08	\$3.01	\$5.41	\$38.50	\$0.15	\$38.65
	May 1, 1999	\$30.72	\$3.07	\$5.47	\$39.26	\$0.15	\$39.41
	May 1, 2000	\$31.47	\$3.15	\$5.55	\$40.17	\$0.15	\$40.32
Foreman (10%)	May 1, 1998	\$31.51	\$3.15	\$5.55	\$40.21	\$0.15	\$40.36
	May 1, 1999	\$32.19	\$3.22	\$5.62	\$41.03	\$0.15	\$41.18
	May 1, 2000	\$32.97	\$3.30	\$5.70	\$41.97	\$0.15	\$42.12
General Foreman (15%)	May 1, 1998	\$32.94	\$3.29	\$5.69	\$41.92	\$0.15	\$42.07
	May 1, 1999	\$33.66	\$3.37	\$5.77	\$42.80	\$0.15	\$42.95
	May 1, 2000	\$34.47	\$3.45	\$5.85	\$43.77	\$0.15	\$43.92
Apprentices	May 1, 1998						
40 1st Period		\$11.46	\$1.15	\$3.55	\$16.16	\$0.15	\$16.31
50 2nd Period		\$14.33	\$1.43	\$3.83	\$19.59	\$0.15	\$19.74
60 3rd Period		\$17.19	\$1.72	\$4.12	\$23.03	\$0.15	\$23.18
70 4th Period		\$20.06	\$2.01	\$4.41	\$26.48	\$0.15	\$26.63
80 5th Period		\$22.92	\$2.29	\$4.69	\$29.90	\$0.15	\$30.05
Apprentices	May 1, 1999						
40 1st Period		\$11.70	\$1.17	\$3.57	\$16.44	\$0.15	\$16.59
50 2nd Period		\$14.63	\$1.46	\$3.86	\$19.95	\$0.15	\$20.10
60 3rd Period		\$17.56	\$1.76	\$4.16	\$23.48	\$0.15	\$23.63
70 4th Period		\$20.48	\$2.05	\$4.45	\$26.98	\$0.15	\$27.13
80 5th Period		\$23.41	\$2.34	\$4.74	\$30.49	\$0.15	\$30.64
Apprentices	May 1, 2000						
40 1st Period		\$11.99	\$1.20	\$3.60	\$16.79	\$0.15	\$16.94
50 2nd Period		\$14.99	\$1.50	\$3.90	\$20.39	\$0.15	\$20.54
60 3rd Period		\$17.98	\$1.80	\$4.20	\$23.98	\$0.15	\$24.13
70 4th Period		\$20.98	\$2.10	\$4.50	\$27.58	\$0.15	\$27.73
80 5th Period		\$23.98	\$2.40	\$4.80	\$31.18	\$0.15	\$31.33

* Breakdown of Union Funds:

May 1,1998 -May 1,2000: Health & Welfare - 2.05, Pension - 10% of base wage rate, CCO Fund - .15, JEPP Fund - .10, Retrocom RRSP - .10.

**Breakdown of ECA Fund:

May 1, 1998 -May 1,2000: Association Fund - .11, Bill 162 - .03, Bill 158 - .01.

- NOTE: 1. A Union Dues Checkoff of two and a half (2.5) percent of gross income, excluding Holiday Pay and Travel to be deducted from Employees' wages. Remitted to Local 1739, the fifteenth (15th) of the following month.
2. On agreement of the ETBA and the IBEW-CCO, total package amounts for the period May 1, 1998 to April 30,2001 inclusive may be subject to amendment prior to expiry.

**900 M.2 - WAGES & FRINGE BENEFITS - RESIDENTIAL, MAINTENANCE, COMMERCIAL & INSTITUTIONAL
L.U. 1739 - GEORGIAN BAY**

	Date	Base Rate	V.P. & S.H.P.	Union* Funds	Wage Package	ECA** Fund	Total Package
Journeyman	May 1, 1998	\$25.75	\$2.57	\$4.98	\$33.29	\$0.15	\$33.44
	May 1, 1999	\$26.36	\$2.64	\$5.04	\$34.04	\$0.15	\$34.19
	May 1, 2000	\$27.07	\$2.71	\$5.11	\$34.89	\$0.15	\$35.04
Sub-Foreman (5%)	May 1, 1998	\$27.04	\$2.70	\$5.10	\$34.84	\$0.15	\$34.99
	May 1, 1999	\$27.68	\$2.77	\$5.17	\$35.62	\$0.15	\$35.77
	May 1, 2000	\$28.42	\$2.84	\$5.24	\$36.50	\$0.15	\$36.65
Foreman (10%)	May 1, 1998	\$28.33	\$2.83	\$5.23	\$36.39	\$0.15	\$36.54
	May 1, 1999	\$29.00	\$2.90	\$5.30	\$37.20	\$0.15	\$37.35
	May 1, 2000	\$29.78	\$2.98	\$5.38	\$38.14	\$0.15	\$38.29
General Foreman (15%)	May 1, 1998	\$29.61	\$2.96	\$5.36	\$37.93	\$0.15	\$38.08
	May 1, 1999	\$30.31	\$3.03	\$5.43	\$38.77	\$0.15	\$38.92
	May 1, 2000	\$31.13	\$3.11	\$5.51	\$39.75	\$0.15	\$39.90
Apprentices	May 1, 1998						
40 1st Period		\$10.30	\$1.03	\$3.43	\$14.76	\$0.15	\$14.91
50 2nd Period		\$12.88	\$1.29	\$3.69	\$17.86	\$0.15	\$18.01
60 3rd Period		\$15.45	\$1.55	\$3.95	\$20.95	\$0.15	\$21.10
70 4th Period		\$18.03	\$1.80	\$4.20	\$24.03	\$0.15	\$24.18
80 5th Period		\$20.60	\$2.06	\$4.46	\$27.12	\$0.15	\$27.27
Apprentices	May 1, 1999						
40 1st Period		\$10.54	\$1.05	\$3.45	\$15.04	\$0.15	\$15.19
50 2nd Period		\$13.18	\$1.32	\$3.72	\$18.22	\$0.15	\$18.37
60 3rd Period		\$15.82	\$1.58	\$3.98	\$21.38	\$0.15	\$21.53
70 4th Period		\$18.45	\$1.85	\$4.25	\$24.55	\$0.15	\$24.70
80 5th Period		\$21.09	\$2.11	\$4.51	\$27.71	\$0.15	\$27.86
Apprentices	May 1, 2000						
40 1st Period		\$10.83	\$1.08	\$3.48	\$15.39	\$0.15	\$15.54
50 2nd Period		\$13.54	\$1.35	\$3.75	\$18.64	\$0.15	\$18.79
60 3rd Period		\$16.24	\$1.62	\$4.02	\$21.88	\$0.15	\$22.03
70 4th Period		\$18.95	\$1.90	\$4.30	\$25.15	\$0.15	\$25.30
80 5th Period		\$21.66	\$2.17	\$4.57	\$28.40	\$0.15	\$28.55

* Breakdown of Union Funds:

May I, 1998 -May 1,2000: Health & Welfare - 2.05, Pension - 10% of base wage rate, CCO Fund - .15, JEPP Fund - .10, Retrocom RRSP - .10.

**Breakdown of ECA Fund:

May I, 1998 - May 1, 2000: Association Fund - .11, Bill 162 - .03, Bill 158 .01,

- NOTE: 1. A Union Dues Checkoff of two and a half (2.5) percent of gross income, excluding Holiday Pay and Travel to be deducted from Employees' wages. Remitted to Local 1739, the fifteenth (15th) of the following month.
2. On agreement of the ETBA and the IBEW-CCO, total package amounts for the period May 1, 1998 to April 30,2001 inclusive may be **subject to** amendment prior to expiry.

Clause 900 M.3

PAYMENT OF VACATION AND STATUTORY HOLIDAY PAY

The portion known as Vacation Pay and Statutory Holiday Pay shall be paid to Employees weekly.

Tax on Vacation and Statutory Holiday Pay is to be deducted weekly from the Employees' Gross Wages. On termination of employment, Vacation Pay will be shown on Separation Certificate.

Clause 1000

HEALTH & WELFARE

The Company shall contribute to a Welfare Fund \$2.05 per hour for each hour earned for each Local Union Member. Payments are to be made monthly by the fifteenth (15th) day of the following month included in one (1) cheque payable to the Local Union 1739 IBEW Welfare Plan, and mailed to the Administrator appointed by the Welfare Committee, together with forms supplied by the Administrator and completed by the Company showing names of Employees and Social Insurance Number, upon whose behalf the contributions are made.

Clause 1000B

In the same manner as the above Union Benefits and on the same form the Company shall remit \$0.15 (\$0.04 General, \$0.10 Organizing, \$0.01 Bill 158) per hour earned each month to the Administrator who shall in turn forward it to the IBEW Construction Council of Ontario.

Clause 1000C

All sums not paid within the specified time limit shall bear interest at the rate of two (2) percent per month.

Clause 1001

DUES CHECKOFF

A Dues Checkoff of two and one half (2 1/2) percent of gross income, excluding Holiday Pay and Travel, earned by each Union member shall be deducted from the Employee's wages.

These deductions shall be made from the Employee's wages each week for the number of hours that the Employee worked in that week.

The Company further agrees to submit to the Local Union Office all deductions with a list of Employees not later than the fifteenth (15th) day of the month following the month for which the deductions are made.

Payments not received by the twenty-fifth (25th) day of the month shall be subject to a delinquent penalty payment of two (2) percent per month per man calculated from the fifteenth (15th) day.

Clause 1002

ASSOCIATION DUES

In the same manner and on the same form as the Health and Welfare Fund, the Contractor shall remit \$0.12 (ECA Fund \$0.11, Bill 158 \$0.01) per hour earned by each hourly rated Employee for the Association Dues. The Health and Welfare Fund Administrator shall deposit these contributions monthly to the account of the Georgian Bay Electrical Contractors Association.

It is understood that the Association Dues will be liable for any additional administration costs that it may impose.

Clause 1003

BILL 162 FUND

In the same manner as the above Association Dues, the Company shall remit \$0.03 per hour earned by each hourly rated Employee for the Bill 162 Fund. The Health and Welfare Fund Administrator shall deposit these contributions monthly to the account of the Georgian Bay Electrical Contractors Association.

Clause 1004

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 dues, the Contractor shall remit \$0.10 per hour earned to the Health and Welfare Fund 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
23 Lesmill Road, Suite 207
Don Mills, Ontario M3B 3P6

no later than fifteen (15) days following the day such funds are remitted to the Administrator.

Clause 1005

REMITTANCES

Health & Welfare, Pension, CCO Fund, Association Dues, the Bill 162 Fund and the JEPP shall be remitted by the fifteenth (15th) day of the following month to:

Union Benefit Plans Services,
15 1 Frobisher Dr., Ste. 220,
Waterloo, Ontario,
N2V 2C9.

Clause 1100

ROOM & BOARD

In the County of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the District of Parry Sound the rate paid shall be \$50.00 (\$50.50 May 1, 1999, \$5 1.25 May 1, 2000) per day room and board.

Clause 1101

TRAVEL ALLOWANCE

In Simcoe County travel allowance shall be paid on the following basis:

- (a) There shall be a free travel zone around the city of Barrie as defined on the attached map. In addition, a free zone of a sixteen (16) kilometre radius from Barrie City Hall on all jobs under \$250,000.00 total electrical.
- (b) There shall be a free travel zone around the City of Orillia to be applied on jobs valued at \$250,000.00 or less total electrical, as defined on the attached map.
- (c) There shall be a free zone around the towns of Midland and Penetang on jobs valued at \$250,000.00 or less total electrical as defined on the attached map.
- (d) All travel to and from outside the free zones specified above, shall be paid for at the rate of \$0.36 (\$0.37 May 1, 1999) per kilometre to a maximum of \$18.72 (\$19.24 May 1, 1999) per day, from the Barrie free zone limit.

- (e) In addition, \$0.36 (\$0.37 May 1, 1999) per kilometre travel allowance to and from all jobs valued in excess of \$250,000.00 total electrical shall be paid to a maximum of \$18.72 (\$19.24 May 1, 1999) per day worked in Simcoe County commencing at the Barrie free zone limit.
- (f) There shall be a free travel zone around the town of Collingwood on jobs valued at \$250,000.00 or less total electrical. The boundaries around Collingwood shall be:
 West Boundary - Town Line to Highway 34, north to Nottawasaga Bay and south to Road 4 1.
 South Boundary - Road 41 west to Highway 34 and east to Nottawasaga Bay.
 The boundaries can be adjusted by mutual consent of the Contractors and the Union.

Clause 1102

When a Company requests an Employee to travel other than is necessary in his normal course of employment, the Company shall pay the Employee \$0.36 (\$0.37 May 1, 1999) per kilometre, and any parking fees paid during such period.

Clause 1103

In addition to the Employee's tools, the amount of material and equipment carried in the Employee's vehicle shall be limited to the amount that can be carried in a normal sized tool hand box.

Clause 1104

If adequate accommodations are not available for the above rates of board per day then legitimate vouchered expenses will be honoured. The Company shall advance a reasonable sum of money for expenses and accommodations.

Clause 1105

With consent of the Union, the Contractors and the Union agree to give economic consideration when bidding jobs at Canadian Forces Base Borden.

Clause 1500

RESIDENTIAL WORK

This Section shall apply only to Residential Electrical Work and expressly to work performed in the following:

- Houses
- Town Houses
- Apartments (with no commercial content)

The scope of this Section shall not apply to Residential Electrical Work as follows:

- Student Residences, off or on campus.

Clause 1501

- (a) The hours of work shall be eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m. with not more than one-half (1/2) hour for lunch. Forty (40) hours within five (5) days, Monday through Friday shall constitute a regular work week.
- (b) All overtime worked under this Section from Monday to Saturday inclusive shall be paid at one and one-half (1 1/2) times the applicable straight time hourly rate of pay.
- (c) All work performed on Sunday and Holidays stated in Clause 805 shall be paid at double (2) the applicable straight time hourly rate of pay.

Clause 1502

There shall be no transfer of Residential Wiremen out of this classification without the mutual agreement of the Company and the Union.

Clause 1503

WAGES AND BENEFITS

Refer to Clause 900 M.2.

Clause 1504

Apprentices employed under the terms of this Section shall receive their percentages of the above Journeyman's wage rate.

Clause 1505

All working conditions in the Agreement shall apply to this Section except where they are specifically amended by Clause 1500 to 1504 inclusive.

Clause 1600

MAINTENANCE WORK

- (a) Maintenance shall be electrical work in an operating industry where such Electrical Work would normally be performed by the maintenance personnel of the Client, and is further defined as Electrical Work performed of a repair or maintenance character within the limits of the property. Should a problem arise on the application of this Clause a meeting of the Joint Policy Board shall be called within twenty-four (24) hours, or sooner, to resolve the problem.
- (b) Maintenance shall be any work performed of a repair or maintenance character within the limits of a plant property.
- (c) The word "repair", used within the terms of this Agreement and in connection with service, is work required to restore existing facilities to efficient operating condition by replacing of parts.
- (d) The word "maintenance", used within the terms of this Agreement and in connection with service, shall be described as all work necessary to maintain existing facilities in efficient operating condition.
- (e) The scope of this Maintenance Clause does not cover Electrical Work as follows:
 - (1) New Construction Work
 - (2) Complete new Facilities for a new client in an existing facility.
 - (3) All new substation work, and such other work as may be determined by the parties of this Agreement.
 - (4) Installation of machinery within a new building where such installation is concurrent with the construction of the building or immediately after completion of the building.

Clause 1601

- (a) The regular hours of work shall be eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- (b) Daily starting and stopping times may be adjusted up to one (1) hour earlier and one (1) hour later when agreeable to the Company and the Local Union Business Manager because of extenuating circumstances.

Clause 1602

Work done in excess of the regular working week (except as noted under 805) or in excess of the regular working day indicated herein shall be considered overtime work and shall be paid at time and one-half (1 1/2) the regular rate of wages.

Clause 1603

Journeymen shall be classified in accordance with their employment, that is if they are employed on maintenance work they shall work under the terms of this Section.

Clause 1604

Employees employed on work other than maintenance work may be transferred to maintenance work by mutual consent of the Company and the Union.

Clause 1605

WAGES AND BENEFITS

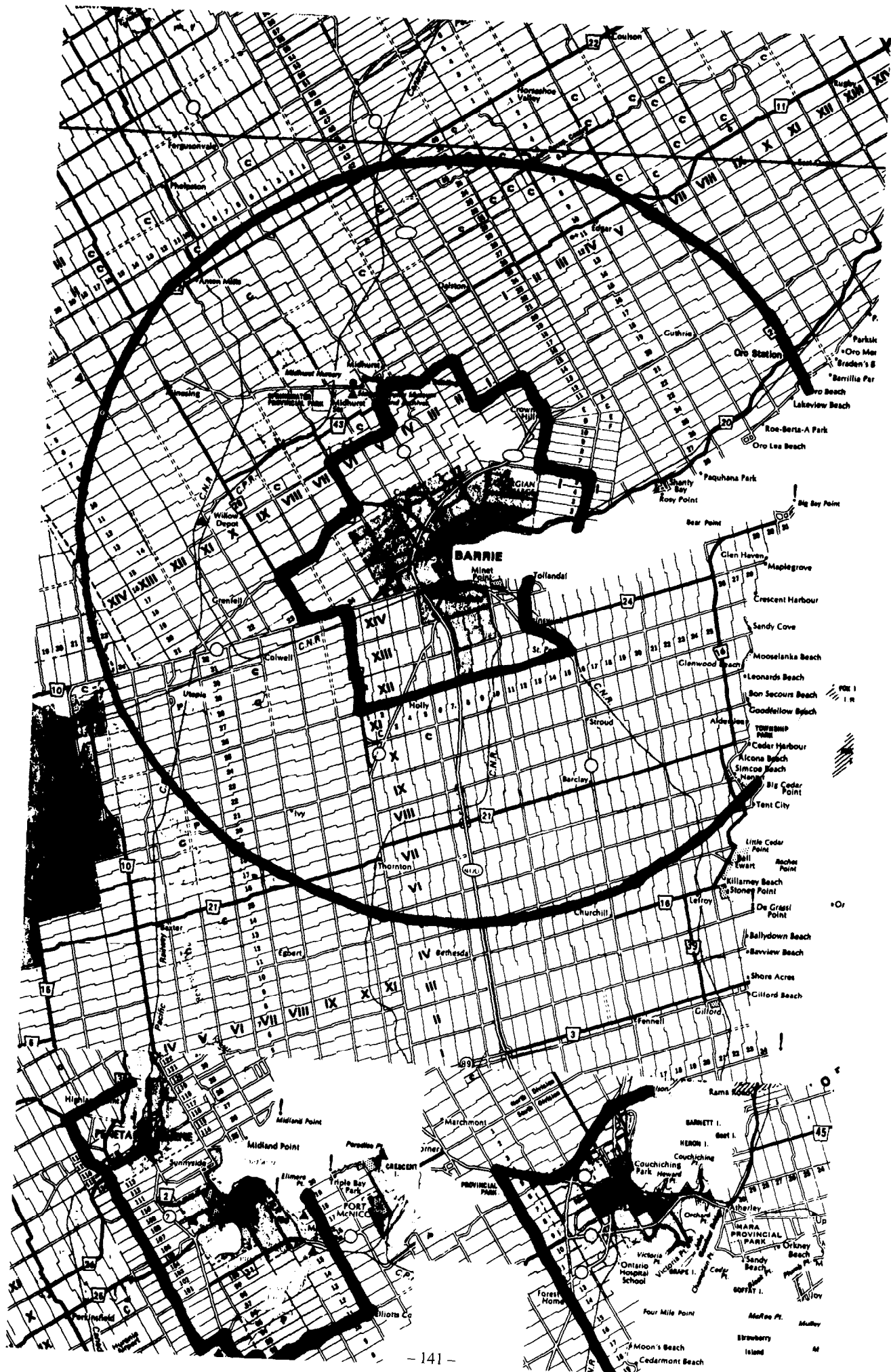
Refer to Clause 900 M.2.

Clause 1606

Apprentices employed under the terms of this Section shall receive their percentage of the above Journeyman's rate.

Clause 1607

All terms and conditions in the Agreement shall apply to this Section except where specifically amended by Clauses 1600 to 1606 inclusive.



PRINCIPAL ELECTRICAL AGREEMENTS

AREA	TOTAL PACKAGES			FOREMAN RATE	SHIFT PREMIUM	WEEKLY HOURS	TRAVEL \$					
	\$						MILEAGE			ROOM AND BOARD		
	MAY 1, 1998	MAY 1, 1999	MAY 1, 2000				MAY 1, 1998	MAY 1, 1999	MAY 1, 2000	MAY 1, 1998	MAY 1, 1999	MAY 1, 2000
HAMILTON LOCAL 105	38.33	39.08	39.93	10%	8 for 7	36	ZONED DAILY 17.52 & 25.60	ZONED DAILY 17.72 & 25.80	ZONED DAILY 18.02 & 26.10	N/A	N/A	N/A
QUINTE-ST. LAWRENCE LOCAL 115	36.93	37.68	38.53	F-5% F-10% GF-18%	15%	36	.36/KM TO 44.00 MAX	.37/KM TO 44.50 MAX	.37/KM TO 45.25 MAX	44.00/DAY	44.50/DAY	45.25/DAY
LONDON LOCAL 120	37.07	37.82	38.67	F-10% GF-15%	1.25% 1.4%	37.5	.36/KM ALSO ZONED 19.25 PLUS MILEAGE	.37/KM ALSO ZONED 19.45 PLUS MILEAGE	.37/KM ALSO ZONED 19.75 PLUS MILEAGE	50.00/DAY	50.50/DAY	51.75/DAY
NIAGARA PEN. LOCAL 303	37.52	38.27	39.12	F-10% F(ic) -15%	9 for 8 9 for 7	36	16.94, 18.10, 19.25 PER DAY	17.14, 18.30, 19.45 PER DAY	17.44, 18.60, 19.75 PER DAY	45.00/DAY	45.50/DAY	46.25/DAY
TORONTO LOCAL 353	38.66	39.41	40.26	13%	8 for 7	37.5	.36/KM	.37/KM	.37/KM	70.80/ DAY	71.60/ DAY	72.60/ DAY
THUNDER BAY LOCAL 402	36.73	37.48	38.33	SF-7% F-15%	8 for 7 8 for 6	40	.36/KM PLUS TRAVELLING TIME	.37/KM PLUS TRAVELLING TIME	.37/KM PLUS TRAVELLING TIME	9.17/HOUR	9.27/HOUR	9.42/HOUR
SARNIA LOCAL 530	38.25	39.00	39.85	SF +1.00 SF +2.50 GF +3.25	8 for 7	36	15.50/DAY	15.70/DAY	16.00/DAY	46.00/DAY	46.50/DAY	47.25/DAY
OTTAWA LOCAL 586	37.50	38.25	39.10	SF-6% F-12% GF-20%	20%	36	.36/KM PLUS TRAVELLING TIME	.37/KM PLUS TRAVELLING TIME	.37/KM PLUS TRAVELLING TIME	58.50/DAY	58.50/DAY	58.50/DAY
WINDSOR LOCAL 773	37.51	38.26	39.11	WF-10% F-15% GF-20%	8 1/2 for 7 1/2 & 7	36	.36/KM	.37/KM	.37/KM	N/A	N/A	N/A
CENTRAL ONT. LOCAL 804	37.00	37.75	38.60	F-10% GF-15%	12%	36	.36/KM	.37/KM	.37/KM	SOUTH OF WALKERTON 42.00/DAY NORTH OF WALKERTON 54.00/DAY	SOUTH OF WALKERTON 42.50/DAY NORTH OF WALKERTON 54.50/DAY	SOUTH OF WALKERTON 43.25/DAY NORTH OF WALKERTON 55.25/DAY
OSHAWA & DIST. LOCAL 894	37.29	38.04	38.89	F-10% GF-15%	9 for 8 9 for 7	36	18.67/DAY	18.87/DAY	19.17/DAY	40.00/DAY	40.50/DAY	41.25/DAY
NORTHERN ONT. LOCAL 1687	37.41	38.18	39.05	SF-7% F-11%	1 1/4 X 1 3/8 X	36	.42/MILE	.43/MILE	.44/MILE	9.07/DAY	9.17/DAY	9.32/DAY
GEORGIAN BAY LOCAL 1739	36.92	37.67	38.52	SF-5% F-10% GF-15%	8 for 7 8 for 6	36	.36/KM TO 18.72 MAX	.37/KM TO 19.24 MAX	.37/KM TO 19.24 MAX	50.00/DAY	50.50/DAY	51.25/DAY

* Includes base rate, V.P. & S.H.P., Union and ECA Funds.

** Does not include the \$0.02 per earned contribution to the Electrical Industry Education Trust Fund as specified in Clause 1004 - Local Union 402 Appendix.

UNION AND ASSOCIATION ADDRESSES

IBEW International Office Don Lounds Suite 401 45 Sheppard Ave. East Willowdale M2N 5Y1 Tel: 416-226-5155 Fax: 416-226-1492	ECA Ontario Eryl M. Roberts Sebastian M. Calvo Suite 207 23 Lesmill Road Toronto M3B 3P6 Tel: 416-391-3226 Fax: 416-391-3926
Local Union 105, IBEW Joe Beattie 685 Nebo Road R.R.#2 Hannon L0R 1P0 Tel: 905-387-1721 Fax: 905-679-0770	ECA Hamilton Peter L. Hill Construction House of Hamilton Ltd. Suite 102 370 York Blvd. Hamilton L8R 3L1 Tel: 905-522-1070 Fax: 905-572-9166
Local Union 115, IBEW Richard Soroka Westown Plaza 724 Bath Road Unit 4E, Kingston K7M 4Y2 Tel: 613-384-2020 Fax: 613-384-7152	ECA Quinte-St. Lawrence Todd Gervais P.O. Box 1503 Kingston K7L 5C7 Tel: 613-541-0633 Fax: 613-541-0863
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Local Union 353, IBEW Joe Fashion 1377 Lawrence Avenue East North York, M3A 3P8 Tel: 416-510-3530 Fax: 416-510-3531	ECA Toronto Eryl M. Roberts Sebastian M. Calvo Suite 207 23 Lesmill Road Toronto M3B 3P6 Tel: 416-391-3226 Fax: 416-391-3926
Local Union 402, IBEW Bill Daniels 910 Cobalt Cres. Thunder Bay P7B 5W3 Tel: 807-623-5759 Fax: 807-623-0305	ECA Thunder Bay Joann Steeves-Keller 910 Cobalt Cres. Thunder Bay P7B 5W3 Tel: 807-623-4174 Fax: 807-623-4572
Local Union 530, IBEW Jack Dowding 893 Devine Street Sarnia N7T 1X3 Tel: 519-344-4154 Fax: 519-344-9068	ECA Sarnia Andy Pilat Box 545 954 Upper Canada Drive Sarnia N7T 734 Tel: 519-344-7441 Fax: 519-344-7501

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IBEW JURISDICTIONAL MAP

