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RESIDENTIAL LOW-RISE AGREEMENT

RECEIVED
JAN 24 2008

made and entered into

BETWEEN

ELECTRICAL CONTRACTORS ASSOCIATION OF TORONTO
and all other signatories to this agreement

(hereinafter called the Contractor)

AND

LOCAL UNION 353

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(hereinafter called the Union)

Expiry Date April 30, 2007

FEB 06 2006
COLLECTIVE BARGAINING
INFORMATION SERVICES

13269(02)

RESIDENTIAL LOW-RISE AGREEMENT

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ARTICLE I - PURPOSE OF AGREEMENT

1.00 A PREAMBLE

This Agreement made between the Electrical Contractors Association of Toronto and Local Union 353 of the IBEW is binding on each member or person represented by the parties. The Agreement is made in recognition of the fact the 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.

1.00 B This Agreement negotiated and entered into between the International Brotherhood of Electrical Workers, Local Union 353 and the Contractor is intended to:

- (a) Provide and maintain reasonable working conditions, hours of work, wage rates and benefits for employees as set forth herein;
- (b) Establish a just and prompt procedure for the disposition of all grievances;
- (c) Promote the electrical trade in the Residential Low-Rise industry.

ARTICLE 2: SCOPE OF THE AGREEMENT

2.00 GENDER

Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context applies.

2.01 UNION JURISDICTION

The Contractor agrees to recognize the inside and outside jurisdiction as outlined in the Constitution of the **IBEW** in the performance of all electrical work performed within the geographic jurisdiction of the union.

The scope of this Agreement shall not apply to electrical work involved in the following:

- Institutional work
- Commercial work other than those areas as defined in the Agreement
- Industrial work
- Residential apartment house work
- Linework

Residential Low-Rise shall include, but not be restricted to, the electrical work involved in the following:

- New homes of any size or type;

- Single family, multiple family or in developments, townhouses, row houses and prefabricated houses of all types (all of which may be wood, metal stud, block, concrete or plastic construction);
- Repairs and rewiring in existing homes;
- Service work on all of the above.

If prior to the tender closing a question arises as to whether the job comes under the scope of this Agreement 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 Residential Grievance Board Under Article 12.01.

2.02 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 and who maintains a permanent place of business and an adequate financial status to meet payroll requirements.

2.03 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. This Agreement applies to all bargaining unit work in the following area listed below.

Outside, and Inside work when performed in Ontario Labour Relations Board Area No. 8 which is defined as the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns **of** Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, and the Towns of Ajax and Pickering in the Regional Municipality of Durham.

2.04 WIRING TYPES

Residential Low-Rise shall include but not be restricted to the following:

- Central Vacuum Systems
- Security Systems
- Telephone and Data & Computer Wiring
- Intercom Systems
- Cable T.V.
- Wiring of heating, ventilating and air conditioning systems
- Fire alarms
- Fibre Optic Cabling
- Water Metering
- Low Voltage Wiring

- Wiring involved in Swimming Pool operation and Ground Fault Circuits
- Any wiring inside and between structures outside the main structures outside the main residence but inside property lines.
- All service entrances.
- Branch Circuit Wiring & Boxes
- Installation of all types of end user fixtures, receptacles, outlets or jacks.

ARTICLE 3: DURATION OF THE AGREEMENT

This agreement shall become effective May 1, 2004 and shall expire on April 30, 2007.

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

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.

ARTICLE 4: MANAGEMENT RIGHTS

4.00 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.

4.01 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.

4.02 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, while employed by any employer bound to this Agreement, will be permitted to contract or to perform electrical work for any other employer or person.

- (c) No members of the Union shall be permitted to work at Electrical Construction Work for anyone who is not a party of this Agreement.

ARTICLE 5: UNION RIGHTS AND REPRESENTATIVES

5.00 UNION RECOGNITION

The Contractor recognizes the Union as the exclusive bargaining agent for all working Foremen, Journeymen Wiremen and Apprentices performing work within Board Area Eight and the Union similarly recognizes the Contractor as the accredited bargaining agency for all of the Contractors whom it represents.

5.01 UNION ACCESS

The Business Manager of the Union and/or his identified representatives shall be allowed access by the electrical contractor, to any job or shop where workmen are employed provided he shall first report to the job foreman or company representative.

5.02 SHOP STEWARD

For contractors who employ workers under this agreement, the union has the right to appoint one shop steward for a maximum two-year term. The shop steward must be a current employee of the Contractor who has been in continuous employment with the Contractor for a minimum of two years. The Contractor shall be notified in writing when a shop steward has been appointed.

The shop steward will be responsible for his regularly assigned work on behalf of the Contractor

The shop steward shall not be discriminated against nor suffer any recrimination as a result of his performing these functions.

The shop steward shall be offered the opportunity to share in overtime on the site on which he is working.

5.03 SUB CONTRACTING

- (a) The Union recognizes the Contractor's rights to contract or sub contract work to another Contractor who is a signatory to this Agreement. The Contractor 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 this Agreement nor require any employee to work on a piecework basis.
- (b) All members shall have available, upon request by a full time union officer, time sheets and/or pay stubs and/or work records of jobs completed (invoices) for the previous four (4) weeks or more. These hourly employee records shall include: number of hours worked, rate of pay, builder's name and location of site **and** any pay deductions.

- (c) Failure to provide this information upon request will result in a fine set at \$250.00 Payable to Local Union 353.

5.04 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 the Local jurisdiction.

The scope of work shall also include, but not be restricted to the following:

- temporary services
- temporary wiring & lighting
- pre-assembly of service masts & entrances, fixtures, boxes and wiring runs or harnesses.

All finishing, such as the installation of covers, plates, detectors and lamping shall be included in this agreement.

5.05 LOCAL UNION PART OF IBEW

- (a) Local Union 353 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.
- (b) The Union shall advise the secretary of the Association within 5 days when a new contractor is signed to this Agreement.

ARTICLE 6: CLASSIFICATIONS & TRANSFERS & EMPLOYEE DESIGNATION

6.01 WORKING FOREMEN

When the Employer chooses to employ a working foreman, such working foreman must be a member of the IBEW and in possession of an Ontario Certificate of Qualification as a licensed electrician. When a working foreman is employed he shall receive a six (6) percent per hour premium above the regular journeyman's rate.

One (1) Journeyman must be designated as a foreman when the following conditions exist:

- They have supervisory and/or layout responsibilities and they direct six (6) or more employees and they act as a company representative when dealing with builders or superintendents and foremen on behalf of the on-site general contractors. One foreman shall not supervise more than twelve (12) employees.

- On all projects requiring a foreman, employees are not to take directions from anyone except the foreman or anyone in a supervisory or managerial capacity with the employer.
- All Foremen must be members of the IBEW and in possession of an Ontario Certificate of Qualification as a licensed electrician.

6.02 CREW LEADER

A Crew Leader must be a member of the IBEW and in possession of an Ontario Certificate of Qualification as a licensed electrician. The Crew Leader will be responsible for a residential subdivision or job-site and shall receive a 3.5 percent per hour premium above the regular journeyman's rate of pay.

The Crew Leader shall have supervisory and/or layout responsibilities and act as company representative when dealing with Builders/Superintendents or Foremen on behalf of the on-site general contractor. The Crew Leader will be responsible for ordering of material and health and safety issues which affect their subdivision.

6.03 JOURNEYMEN

- (a) Journeymen must be capable of performing in an efficient manner the functions of an Electrician as defined under the Apprenticeship and Tradesmen's Qualification 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.

6.04 APPRENTICES

- (a) All Apprentices shall be governed by this Agreement, the Apprenticeship and Tradesmen's Qualification Act, and the policies and procedures established by the Joint Apprenticeship Council (JAC)
- (b) The approval of the Qualification 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.
- (c) All apprentices must work under the direction of a journeyman.

6.04 PRE-APPRENTICES

All new applications for apprenticeship must serve a 900 hour probationary period as a pre-apprentice.

The pre-apprentice shall carry out all the duties similar to an indentured apprentice to permit a proper evaluation of their suitability to proceed into an indentured apprenticeship. If a pre-apprentice advances into his apprenticeship and successfully completes advanced trade school, he may apply and will receive credit for his 900 pre-

apprenticeship hours. Every employer will be eligible for one pre-apprentice, and one for every five IBEW journeymen.

ARTICLE 7: HIRING PROCEDURE

7.00 HIRING

- (a) The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers to perform work covered by this agreement on all electrical work. The Contractor shall have the right to select and name-hire all Foremen/Crew Leaders. When making appointments to the Foreman level or Crew Leader level, the Employers will give consideration to those Journeymen they presently employ.
- (b) All hiring will be 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. Preference will be given to all Local 353, IBEW members of the Low-Rise Residential Sector.
- (c) It is agreed that the Contractor may recall former employees, who had been previously employed for a period of 9 months or more, within 6 months after layoff ~~from~~ the company through the union office, provided the employee is unemployed and registered at the union office on the date of recall.

No employee who is employed by the Contractor at the time an employee is recalled shall be laid off prior to the layoff of the recalled employee.

7.01 WORKING CARDS

If the Union cannot supply sufficient qualified workmen within 2 working days, excluding Saturday and Sunday, the Contractor may hire such qualified manpower as is available. Such manpower shall apply to the Union office for membership within seven (7) days from the date of hire. The Union will issue clearance cards to each employee who is referred to the Union office. Any qualified workmen who are not members of the Union shall make application to join the Union.

7.02 EMPLOYMENT PRIORITY

In all cases of layoff, the Union members from the Low-Rise Residential Sector shall retain employment priority.

7.03 LOANING

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

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ARTICLE 8: HOURS OF WORK, OVERTIME, REPORTING TIME

8.00 REGULAR HOURS

The regular hours of work on site shall be forty (40) hours per week, Monday through Friday, worked between the hours of 7:00 a.m. to 4:30 p.m.

At the option of the employee an additional 4 hours per week may be worked Monday through Friday, not to exceed one hour per day at straight time rates.

An employee shall not work more than 44 hours per week at straight time rates.

Any work performed in excess of nine (9) hours per day, shall be paid at time and one half the regular rate of pay, for the next 4 hours and double time thereafter.

If any employee has not worked 44 hours straight time during the week an optional 4 hours may be worked at straight time Saturday. The next 8 hours on Saturday would be worked at 1 1/2 times the regular rate of pay. Any hours worked thereafter shall be paid at 2 times the regular rate of pay.

In the event an Employer requires an employee to attend at the shop to load a truck, he shall be paid his regular hourly rate for time spent loading the truck up to one hour per day at his regular rate. Such time shall not be considered time worked and shall not be used in computing overtime eligibility, calculation of overtime or premium payment.

8.01 OVERTIME

- (a) Employees who are requested to perform work in excess of the regular workday will be paid at the rate of one and a half (1 1/2) times the regular rate of pay **up** to 4 hours then two (2) times the regular rate of pay thereafter.
- (b) Employees who are requested to perform work on Saturdays the following will **apply**:
 - If an employee works 44 hours Monday through Friday the first 8 hours on Saturday **will** be paid at the rate of one and a half (1 1/2) times the regular rate of pay. After 8 hours the rate would be paid at the rate of two (2) times the regular rate of pay.
 - **If an** employee works 40 hours Monday through Friday, the first 4 hours on Saturday can be worked for straight time, the next 4 hours on Saturday will be paid at the rate of one and a half (1 1/2) times the regular rate of pay. Any hours worked after 8 hours on a Saturday shall be paid at two (2) times the regular rate of pay.
- (c) Employees who are requested to perform work on Sundays and Holidays shall be paid at the rate of two (2) times the regular rate of pay.
- (d) 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.

- (e) Under normal conditions no employee shall be required or allowed to work longer than **2** full consecutive shifts or **16** hours and then must be relieved for a rest period of at least 8 hours.
- (f) Overtime shall be distributed as equally as possible among IBEW members on each individual job site.

8.02 Employees shall have a ten **(10)** minute rest period at mid-morning and ten **(10)** minute rest period at mid-afternoon.

8.03 REPORTING TIME

If employees are required by the Employer to report for work and if no work is available they shall receive one (1) hour's pay at the regular hourly rate.

This is not to be construed to mean one **(1)** hour's pay in addition to the hours actually worked in any one workday.

ARTICLE 9: HOLIDAYS & VACATION PAY

9.00 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.

Holidays	2004	2005	2006	2007
New Year's Day	Thurs., Jan 1	Sun., Jan 1	Sun., Jan 1	Mon., Jan 1
Good Friday	Fri., Apr. 9	Fri., Mar 25	Fri., Apr. 14	Fri., Apr. 6
Victoria Day	Mon., May 24	Mon., May 23	Mon., May 22	Mon., May 21
Canada Day	Thurs., July 1	Fri. , July 1	Sat., July 1	Sun. , July 1
Civic Holiday	Mon., Aug. 2	Mon., Aug 1	Mon., Aug 7	Mon., Aug 6
Labour Day	Mon., Sept 6	Mon., Sept. 5	Mon., Sept. 4	Mon., Sept. 3
Thanksgiving Day	Mon., Oct. 11	Mon., Oct 10	Mon., Oct 9	Mon., Oct 8
Christmas Day	Sat., Dec. 25	Sun., Dec 25	Mon., Dec 25	Tues., Dec. 25
Boxing Day	Sun., Dec. 26	Mon., Dec 26	Tues., Dec. 26	Wed. Dec 26

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

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

9.01 VACATIONS

All employees shall be entitled to a vacation.

9.02 VACATION PAY

Employees shall be paid vacation and statutory holiday pay in the amount of ten (10%) percent, being ten (10%) percent of base rate wages. These payments are to represent vacation pay and pay in lieu of payment for recognized statutory holidays. These monies shall be paid weekly as described in Article 16.

ARTICLE 10: WAGE SCHEDULE & FRINGE BENEFITS

10.00 WAGES FOR REGULAR HOURS

REGULAR PAY

Journeyman

Refer to article 10.03 for the rate schedule.

Apprentices

Refer to article 10.03 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.

Pre-apprentice: \$14.00 per hour wage package, including health and welfare, vacation pay and union dues.

10.01 PAY WEEK

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

Wages shall be paid weekly by Cheques or direct deposit to the employee's bank account by noon Friday, and no more that 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, Employment Income 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 detailed record of his earnings all in accordance with Federal and Provincial regulations.

10.02 PYRAMIDING OF RATES

Regular 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.

10.03 WAGES & FRINGE BENEFITS

Local Union 353 Toronto — Low-Rise Residential Agreement

B.R.

	Date	Base Rate	V.P. & S.H.P	Union Funds	Wage Package	ECA Fund	Total Package
			*	**		***	
Journeyman	May 1, 2004	29.41	2.94	7.49	39.84	0.22	40.06
	Jan 1, 2005	29.27	2.93	7.64	39.84	0.22	40.06
	May 1, 2005	30.36	3.04	8.04	41.44	0.22	41.66
	May 1, 2006	31.45	3.15	8.64	43.24	0.22	43.46
Crew Leader (3.5%)	May 1, 2004	30.44	3.04	7.49	40.97	0.22	41.19
	Jan 1, 2005	30.29	3.03	7.64	40.96	0.22	41.18
	May 1, 2005	31.42	3.14	8.04	42.60	0.22	42.82
	May 1, 2006	32.55	3.26	8.64	44.45	0.22	44.67
Foreman (6%)	May 1, 2004	31.17	3.12	7.49	41.78	0.22	42.00
	Jan 1, 2005	31.03	3.10	7.64	41.77	0.22	41.99
	May 1, 2005	32.18	3.22	8.04	43.44	0.22	43.66
	May 1, 2006	33.34	3.33	8.64	45.31	0.22	45.53
Pre-Apprentices	May 1, 2004	10.72	1.07	2.21	14.00	0.22	14.22
1 st Term		11.76	1.18	4.47	17.41	0.22	17.63
2 nd Term		14.71	1.47	4.96	21.14	0.22	21.36
3 rd Term		17.65	1.77	5.43	24.85	0.22	25.07
4 th Term		20.59	2.06	5.91	28.56	0.22	28.78
5 th Term		23.53	2.35	6.38	32.26	0.22	32.48
Pre-Apprentices	Jan 1, 2005	10.72	1.07	2.21	14.00	0.22	14.22
1 st Term		11.61	1.16	4.62	17.39	0.22	17.61
2 nd Term		14.56	1.46	5.11	21.13	0.22	21.35
3 rd Term		17.50	1.75	5.58	24.83	0.22	25.05
4 th Term		20.44	2.04	6.06	28.54	0.22	28.76
5 th Term		23.38	2.34	6.53	32.25	0.22	32.47
Pre-Apprentices	May 1, 2005	10.72	1.07	2.21	14.00	0.22	14.22
1 st Term		11.99	1.20	4.78	17.97	0.22	18.19
2 nd Term		15.03	1.50	5.31	21.84	0.22	22.06
3 rd Term		18.06	1.81	5.82	25.69	0.22	25.91
4 th Term		21.10	2.10	6.34	29.54	0.22	29.76
5 th Term		24.13	2.41	6.85	33.39	0.22	33.61

Pre-Apprentices	May 1, 2006	10.72	1.07	2.21	14.00	0.22	14.22
1 st Term		12.43	1.24	5.02	18.69	0.22	18.91
2 nd Term		15.58	1.56	5.61	22.75	0.22	22.97
3 rd Term		18.72	1.87	6.18	26.77	0.22	26.99
4 th Term		21.87	2.19	6.76	30.82	0.22	31.04
5 th Term		25.01	2.50	7.33	34.84	0.22	35.06

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

** Breakdown of Union Funds:

May 1, 2004: Health & Welfare – 2.05, Pension – 4.01 (prorated for apprentices) Union Dues Journeyman, Crew Leader, and Foremen – 0.32, Union Dues Apprentices – 0.16, Promotion Fund – 0.02, Sports, Entertainment & Retirees Fund – 0.06, Education and Training – 0.18, Organizing – 0.10, Market Recovery Fund – 0.75 (Prorated for Apprentices).

January 1, 2005, SUB Plan Trust Fund – 0.15, deducted from the Base Rate for Foremen, Crew Leaders, Journeymen and Apprentices.

May 1, 2005 RRSP 0.40 (prorated for apprentices)

1 st Term	0.16
2 nd Term	0.20
3 rd Term	0.24
4 th Term	0.28
5 th Term	0.32

May 1, 2006 RRSP 1.00 (prorated for apprentices)

1 st Term	0.40
2 nd Term	0.50
3 rd Term	0.60
4 th Term	0.70
5 th Term	0.80

*** Breakdown of Industry Fund: May 1, 2004 to May 1, 2007: Association Fund – 0.22.

Pro-rated Pension contributions for apprentices:	1 st Term	1.60
	2 nd Term	2.01
	3 rd Term	2.41
	4 Term	2.81
	5 Term	3.21

ARTICLE 11: LAYOFF

11.00 LAYOFFS

Employees being laid off shall receive their wages and EI Separation Certificate at the time of layoff,

On Room & Board jobs, where there is no payroll office, their wages and EI Separation Certificate shall be mailed by registered mail to the employee's home address on the day of layoff.

At the time of layoff where five (5) or more Journeymen are employed, every fifth (5th) Journeyman shall be forty-five (45) years of age or older, if employed by the employer for one year or more. This article shall only apply to 45 year-old journeymen who have been employed by the company for one year or more.

11.01 TERMINATION

If an employee voluntarily terminates his employment or if he is discharged for just cause by his employer, the conditions of termination as stated in Clause 11.00 shall not apply. In this case the Employer shall issue by registered mail the EI Separation Certificate and wages in full for the period of employment with the Employer by the next regular pay day following the date of discharge or termination.

The Employer shall be given one (1) hour's notice by an employee who voluntarily terminates his employment.

11.02 PENALTIES

Failure of the Contractor to comply with the requirements of clauses 10.01, 11.00, 11.01 will entitle the employee to two (2) hours' wages without work for each normal workday of noncompliance up to a maximum of sixteen (16) hours.

ARTICLE 12: GRIEVANCE PROCEDURE

12.00 GRIEVANCE PROCEDURE

The Electrical Contractors Association of Toronto and the IBEW, Local Union 353 will form a committee to produce an in house grievance procedure for the Low Rise Residential Electrical Industry.

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 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 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 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 Low-Rise Residential Grievance Board for settlement.

Step 3 The Low-Rise Residential Grievance 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 Low-Rise Residential Grievance Board it shall, by mutual consent, be referred to the Ontario Labour Relations Board.

12.01 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 Low-Rise Residential Grievance Board by either Party.

12.02 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 Low-Rise Residential Grievance Board. Failing settlement at this stage, either party may refer the grievance to the Ontario Labour Relations Board.

12.03 THE RESIDENTIAL GRIEVANCE BOARD

There is hereby established a Board, which shall be called Low-Rise Residential Grievance Board.

The Board shall consist of two (2) Low-Rise Residential electricians from the IBEW, LU 353 and two (2) Low-Rise Residential electrical contractors from the ECAT together with one (1) Local Union 353 staff representative and one (1) ECAT staff representative. Each side may also designate an alternative representative. Where a matter before the Board would involve a conflict of interest, a representative to the Board may be replaced by the alternative representative.

The IBEW, Local 353 and the Electrical Contractors Association of Toronto staff representatives shall each act as secretary to the Board for their respective side.

An application for a grievance to be heard at the Low Rise Residential Grievance Board must be made within fourteen (**14**) days from the date of the grievance. The Low-Rise Residential Grievance Board will hear the grievance within twenty (20) days from the date of application.

12.04 NOTICE

Prior notice of all grievances whether referred to a Low-Rise Residential Grievance Board or referred to Arbitration under Section 133 of the OLRA shall be given to the respective secretaries of the Low-Rise Residential Grievance Board.

12.05 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.

12.06 NO LEGAL COUNSEL

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

12.07 ARBITRATION

Differences between the parties not dealt with by the foregoing provision may be referred to Arbitration pursuant to Section 48 or Section 133 of the **Ontario Labour Relations Act**.

The expense of nominees to an Arbitration Board shall be borne by the party represented and the expenses of the Chair 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.

12.08 SAVING CLAUSE

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

12.09 TIME LIMITS

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

ARTICLE 13: HEALTH & SAFETY, WORKING CONDITIONS

13.00 GENERAL

The Contractor and every Employee shall comply fully with the provisions of the Occupational Health & 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 the ECAO/IBEW/CSAO Safety Manual (1997 Edition) and individual Company safety manuals or Builder/Developers safety policies. The ECAO/IBEW/CSAO safety manual shall serve as minimum standard in regards to company safety policies.

13.01 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) Only low velocity CSA approved tools may be used.
- (c) The Contractor will work in conjunction with the Union to ensure that all buildings have a safe and secure entrance point, the interior has been swept and is free of debris, and that proper stairs and guardrails are in place where required.

13.02 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 and the Liaison will be notified immediately by the Employer. The Contractor will cooperate with the Union Business Manager or his designated representative in conducting an independent investigation.

The Contractor shall mail copies of WSIB Form 7 Reports of Lost Time Accidents to the Union and to the worker if requested by the employee.

- (c) When a safety inspector calls a meeting, the foreman and liaison will attend if he is on site.

- (d) When a safety inspector requires all members to attend a meeting, all members will attend the meeting.

13.03 WORKING CONDITIONS

- (a) The Contractor shall work in co-operation with the Union to ensure that a clean toilet facility is provided on all jobs.
- (b) When a Contractor requires an employee to work outside in wet or muddy conditions rainwear shall be supplied by the Contractor.
- (c) On all jobs, workmen shall be allowed ten (10) minutes prior to normal workday quitting time in order to put away personal tools and company equipment and clean up.

ARTICLE 14: TRAVEL

14.00 COMPANY VEHICLES

The Employer may offer to provide transportation. The assembly point shall be the location of the Employer's shop, or any other location mutually agreed upon.

In the event that transportation is provided by the Contractor such vehicle must comply with the requirements of the Highway Traffic Act as it applies to the transport of individuals.

It shall be the worker's right to refuse to travel in a vehicle that does not comply with the requirements of the Highway Traffic Act as it applies to transport of individuals.

14.01 PERSONAL VEHICLES

Hourly rated employees who provide their own transportation to a job site will be compensated as follows:

- (a) When employment is outside the residential low rise travel zone mileage at the rate of \$0.40 per kilometre shall be paid to each Employee travelling from the boundary to the job and return. The free travel zone shall be Board Area No. 8 south of Highway No. 9, and York Regional Road 31, including the municipal boundary of the Town of Newmarket (See Map on Page #3).
- (b) Employees requested to use their vehicles for the convenience of the Employer shall be reimbursed at the rate of \$0.36 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.
- (c) Employees who are required to pay for parking within Board Area 8, will be reimbursed for receipted parking expenses.

14.02 EXPENSES

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

ARTICLE 15: TOOLS

15.00 JOURNEYMEN TOOL LIST:

- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Level
- 4 Pairs of Pliers – 8” Sidecutters, Diagonal, Longnose and a pair of Channellocks
- 6 Screwdrivers, Robertson and Standard Types
- 1 Steel Tape 25 foot
- 1 Tool **Box**
- 1 Tool Pouch and belt for hand tools
- 1 600Voltage Tester (CSA Approved)
- 1 Drywall Saw
- 1 Claw Hammer
- 1 Wirestripper
- 1 Plug-in tester (line indicator)
- 1 Set Allen Keys **up** to 3/8”

15.01 APPRENTICES TOOL LIST:

Apprentices shall supply themselves with the following tools and be in possession of a complete list of tools upon becoming a journeyman electrician:

1st Period:

- 3 Pairs Pliers – 8” Sidecutters, Diagonal, Longnose pliers
- 1 Pocket Knife
- 1 Steel Tape, 25 foot
- 6 Screwdrivers – Robertson and Standard Type
- 1 Tool **Box**
- 1 Tool Pouch and belt for hand tools
- 1 Claw Hammer
- 1 Level
- 1 Wirestripper
- 1 Non-contact Voltage Detector

2nd Period:

- 1 Hacksaw Frame – Adjustable
- 1 Drywall saw
- 1 Channellocks
- 1 Set Allen Keys up to 3/8”

3rd Period:

1 600 Voltage Tester (CSA approved)

1 Plug-in tester (line indicator)

15.02 CONTRACTOR SUPPLIES

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

15.03 TOOL PROTECTION

The Employees will remove the tools from the job site each night. The employee shall exercise the same responsibility for the Contractor's tools as he does his own.

When in the care of the employer 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 Contractor, the Contractor shall compensate the employee for the value of the tools.

ARTICLE 16: HEALTH & WELFARE AND UNION FUNDS

- 16.00** (a) The Contractor shall pay to a Welfare Fund \$2.05 per hour for each hour earned by each hourly rated Journeyman, Foreman, Crew Leader and Apprentice employed by the company, Those 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.
- (b) In addition to the hourly rates of pay, ten (10) per cent 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 weekly with wages.
- (c) Commencing May 1, 2005, the Contractor shall pay to an RRSP Fund \$0.40 per hour for each hour earned by each hourly rated Journeyman, Foreman, and Crew Leader in its employ and shall pay to an RRSP Fund a contribution for each hour earned by each Apprentice in the Contractor's employ pro-rated from \$0.40 per hour depending on the Apprentice's term, as described in Article 10.00. Commencing May 1, 2006, the Contractor shall pay to the RRSP Fund \$1.00, or an amount pro-rated from \$1.00 for Apprentices, for each hour earned by each employee. These monies shall be paid monthly to a Trust Administrator.
- (d) The Contractor shall pay to a Pension Fund \$4.01 per hour for each hour earned by each hourly rated Journeyman, Foreman, and Crew Leader in its employ and shall pay to the Pension Fund a contribution per hour for each apprentice pro-rated from the \$4.01 depending on the Apprentice's term as per Article 10.00. These monies shall be paid monthly to a Trust Administrator.
- (e) The Contractor shall pay to Union Funds \$0.32 per hour for each hour earned by each hourly rated Journeyman, Foreman, Crew Leader and all other classifications employed by the Contractor. These monies shall be paid monthly to a Trust Administrator who shall disburse these funds in accordance with the following

schedule: \$0.18 Education and Training Fund, \$0.06 Sports, Recreational and Retirees Fund, and \$0.02 Local Union 353 Promotional Fund.

- (f) The Contractor shall remit \$0.32 per hour for each hour earned by each hourly rated Journeyman, Foreman and Crew Leader employed by the Contractor, and \$0.16 per hour for each hour earned by hourly rated Apprentices and all other classifications employed by the Contractor as Union Dues. These monies shall be paid monthly to a Trust Administrator.
- (g) The Company shall pay to the Market Recovery Fund \$0.75 per hour earned by each hourly rated Foreman, Crew Leader, Journeyman and a pro-rated amount for Apprentices (i.e. 0.40 through to 0.80 x \$0.75). These monies shall be paid to a Trust Administrator.
- (h) Beginning with each hour earned on and after January 1, 2005, the Contractor shall deduct \$0.15 per hour from the base rate of each Journeyman, Foreman, Crew Leader and Apprentice in its employ and shall remit \$0.15 for each hour earned to the IBEW Local 353 SUB Plan trust fund. These monies shall be paid monthly to a Trust Administrator.
- (i) The Contractor shall contribute Employers' Association Dues in the amount of \$0.22 per hour for each hour earned by each hourly rated Journeyman, Foreman and Apprentice and all other classifications employed by the Contractor. 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.

16.01 CONTRIBUTIONS

Health & Welfare Fund	\$2.05/hour
SUB Fund	\$0.15/hour
Pension (pro-rated for apprentices)	\$4.01/hour
Union Funds	\$0.32/hour
Working Dues:	
Journeyman	\$0.32/hour
Apprentice	\$0.16/hour
Promotion Fund	\$0.02/hour
Sports, Entertainment & Retirees Fund	\$0.06/hour
Market Recovery Fund (pro-rated for apprentices)	\$0.75/hour
January 1, 2005	
RRSP (pro-rated for apprentices)	\$0.40/hour
May 1, 2005	
RRSP (pro-rated for apprentices)	\$1.00/hour

- 16.02** (a) Payment of all Union Funds and benefit funds shall be made on the proper remittance form and in a manner described above. Payment of the above funds shall be based upon each hour earned and paid monthly to the Trust Administrator.
- (b) The Welfare, Vacation Pay and Pension funds shall be jointly trusted by the Local Union and the Electrical Contractors Association of Toronto.
- (c) Payments for the Welfare Fund, Vacation Pay Fund, Pension Fund, Education and Training Fund, Union Dues, and Association Dues are to be made monthly by the 20th day of the following month to the Trust Administrator subject to an interest charge of eight (8) cents for each hundred dollars outstanding for each day from the due date to the fund or funds involved. Each employer shall remit all payments and reports as may be required by this Agreement by the 20th day of the month following the month for which they were due. In the event that an Employer fails to remit the required payment and reports by the 30th day of the month they were due appropriate action may be taken retroactively to the twenty-first (21st) day of the month.
- (d) Payments for Welfare, Vacation Pay, Pension Fund, SUB Fund and Education and Training, Union Dues, 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.
- (e) Upon receipt of the monthly contributions for the above funds, the Trust Administrator shall separate the monies and disburse them on the 30th day of the month in which they are received. Distribution shall be as follows:
- Welfare payments to the Local Union 353 Low-Rise Residential Welfare Fund.
 - Vacation Pay payments to a Trust Fund approved by the director of Employment Standards.
 - Pension contributions to Local Union 353, Pension Group Fund as established by the parties to service the Low-Rise Residential Sector.
 - SUB Fund to IBEW SUB Plan.
 - Education and Training payments to the Local Union 353 Education and Training Fund.
 - Union Fund payments to the Local 353 Education and Training Fund, Sports, Recreational and Retirees Fund, and Local 353 Promotional Fund.
 - The Union Dues payments to Local Union 353 IBEW.
 - Association Dues payments to the Electrical Contractors Association of Toronto.
 - 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.

- The responsibility of the Administrator and Local Union 353 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.
- (f) 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.

- (g) **An** independent Auditor, mutually approved by the Union and the Contractor may be appointed to audit the books and records of employers but only as they relate to payroll.
- (h) When properly authorized by Local Union 353, and if possibly only at previously negotiated wage rate change dates, the Contractor shall increase or decrease all Union Benefit Funds. Adjustment shall be made in the Employees' wages in such a manner that the overall monetary package does not change. The Contractor shall be given a minimum notice of two (2) months if such a change is contemplated.

16.03 DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS ACT-1991

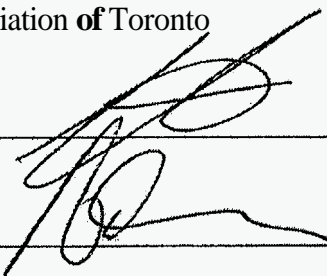
The Trustees of the employee benefit plans to this Collective Agreement shall promptly notify the Local Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program 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 - 1001 in relation to the Employee Wage Protection Program.


ARTICLE 17: SIGNING PAGE

Agreed to at Toronto, Ontario this **4th day** of May, 2004

For Electrical Contractors
Association of Toronto

For the IBEW Local 353

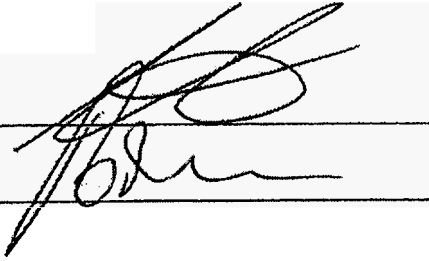




LETTER OF UNDERSTANDING

The Electrical Contractors Association of Toronto and LU 353 of the International Brotherhood of Electrical Workers agree that all work on residential townhouse projects (four stories or less), including any common areas, be done under the low-rise residential agreement.

ECAT



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LU 353, IBEW



A handwritten signature in black ink, reading 'Joe Gashier', is written over a horizontal line. The signature is in a cursive style.

TERMS OF REFERENCE FOR USE OF LU 353 / ECAT LOW-RISE RESIDENTIAL AGREEMENT ON SMALL COMMERCIAL PROJECTS PURSUANT TO MARKET RECOVERY PROGRAM

Contractors may be permitted to use the ECAT/LU 353 low-rise residential agreement for small commercial work based on the following conditions:

- **An** application is made to LU 353 under the Market Recovery Program, as described in the Toronto Appendix of the ECAO-ETBA/IBEW-CCO Principal Agreement, identifying the specific project.
- The project is less than 85,000 square feet and is in or adjacent to a new home development.
- The project is outside the boundaries of the City of Toronto.

These terms are to be implemented to the term of this collective agreement and to be reviewed April 30, 2004, at which time either Party may terminate this Article or mutually amend it.

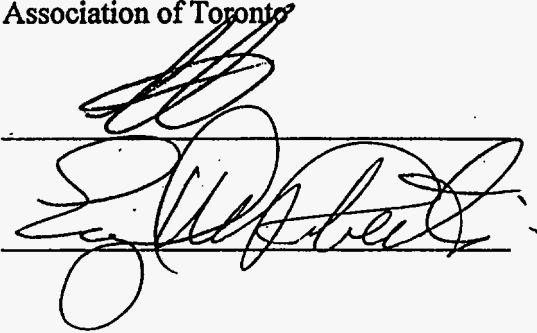
LETTER OF UNDERSTANDING

RE: Apprentice to Journeyman Ratio

NOTWITHSTANDING the provisions of Article 6.03 herein, the Contractor and the Union shall meet within thirty (30) days of the ratification of this Agreement and agree upon a ratio of Apprentice to Journeyman for the duration of this Agreement, recognizing the current imbalance of Apprentice to Journeyman ratio. The parties shall meet on at least an annual basis to review the ratio and the levels of Apprentices and Journeymen in the industry, with a view to implementing Article 6.03.

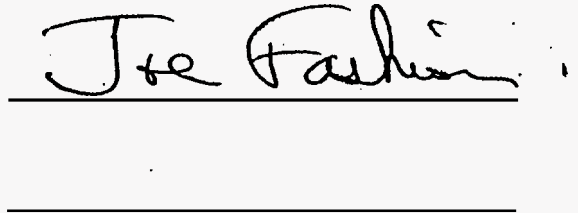
Signed in Toronto this 17th day of February, 1997.

**For The Electrical Contractors
Association of Toronto**



A handwritten signature in black ink, appearing to be "G. Albert", written over two horizontal lines.

For The I.B.E.W., Local Union 353



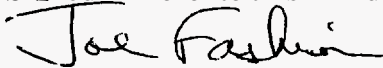
A handwritten signature in black ink, appearing to be "Joe Fashin", written over two horizontal lines.

LETTER OF UNDERSTANDING

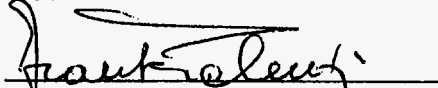
Re: Update Training for Journeymen with Provisional Licenses

The ECAT and Local 353 will endeavor to have all Journeymen with Provisional licenses write the Domestic and Rural examination by December 31st, 1999. In an effort to bring closure to the issue of unlicensed workers, Local 353 will offer Certificate of Qualification preparation remedial updating courses at the IBEW-CCO Office, contractors Offices (if agreeable to the contractor) or any other agreeable location.

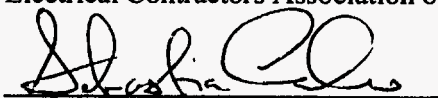
Signed in Toronto this 16th day of February, 1999



Joe Fashion
IBEW Local 353



Frank Talenti, Chairman
Low-Rise Residential Committee,
Electrical Contractors Association of Toronto



Sebastian M. Calvo
Electrical Contractors Association of Toronto

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