

ELECTRICAL AGREEMENT PRINCE EDWARD ISLAND

BETWEEN:

THE ASSOCIATION OF COMMERCIAL AND INDUSTRIAL CONTRACTORS OF P.E.I.
(hereinafter referred to as the "ACIC")

*On behalf of each of its Electrical contracting members as outlined under Appendix "D" hereof,
or future Electrical contracting members who have or will authorize such Association to
negotiate and conclude a Collective Agreement on their behalf and all Employers bound by this
Collective Agreement*

OF THE FIRST PART

- AND -

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 625
(hereinafter referred to as the "Union")

OF THE SECOND PART

DEFINITIONS OF TERMS REQUIRED FOR INTERPRETATION OF THIS AGREEMENT
ARE SHOWN ON SCHEDULE "A" ATTACHED HERETO AND FORMING A PART
HEREOF.

THIS AGREEMENT dated at (HALIFAX) this 16 day of March, 2018.

EFFECTIVE DATE: December 12, 2017

EXPIRATION DATE: February 28, 2019

Amendment #1: Article 28.02(b) – July 16, 2018

Amendment #2: Article 19 – July 16, 2018

Amendment #3: 28.02(b) – April 8, 2019

Appendix "A", "B", "C" - April 8, 2019

ARTICLE 1 – PREAMBLE

- 1.01 (a) The purpose of this Collective Agreement is to regulate working conditions, rates of pay and other terms and conditions of employment between the Association Members party to this Agreement and all others party to the Agreement and the Union.
- (b) It is the desire of both Parties to this Agreement to maintain harmonious relations and settle conditions of employment between the Association and Union; to promote cooperation and understanding between the Association and the Union, and to recognize the mutual value of joint discussions in all matters pertaining to working conditions, hours of work, and scale of wages.
- (c) Throughout this agreement any reference to the masculine shall be intended to be in the feminine as well.

ARTICLE 2 – RECOGNITION

2.01 The Association recognizes the Union as the sole and exclusive bargaining agent for all employees engaged in the job classification covered in the Certification Order of the Labour Relations Board (P.E.I.) applicable to each.

2.02 Articles of this Agreement are made and entered into between The Association of Commercial and Industrial Contractors of Prince Edward Island Labour Relations Committee, hereinafter called the Association, and Local 625, International Brotherhood of Electrical Workers, hereinafter called the Union.

The Parties agree that this Agreement is binding upon the Association of Commercial and Industrial Contractors of Prince Edward Island Labour Relations Committee to conclude a Collective Agreement on their behalf with Local 625 and each and every of its members. For the purposes of this Agreement, the Association is designated and recognized by the Union as the sole agent and authority for bargaining on behalf of its Members. The Union agrees that the Association shall represent each and every of its Members in respect of any dispute, grievance, question, negotiation, matter or thing pertaining to or arising out of this Agreement and no direct bargaining or negotiation shall take place between individual Association Members and the Union except at the direction of the Association, and as is provided in this Agreement.

The Union agrees that its members will work for the Association Members who are bound by and to the terms and conditions that are set out in this Agreement, when work is available. The Association recognizes the Union as the exclusive bargaining agent for all employees bound by and to the terms and conditions set out in this Agreement.

2.03 In the event that any Jurisdictional Dispute shall arise during the term of this Agreement, an immediate assignment of work in question shall be made by the Company representative which shall be based on local area practice, decisions and agreements of record, or other information available. Should any of the Parties involved in this Jurisdictional Dispute disagree with the decision of the Company representative, Article 38 of the P.E.I. *Labour Act* shall apply. It is further agreed that Parties to the agreement will participate in a pre-job markup conference.

2.04 The Employer is any contractor or Association Member, or any person including a partnership or corporation who is party to the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees and acknowledges that the Association has the exclusive right to manage the business and to exercise such rights without restrictions, save and except as limited by the signing of this Collective Agreement.
- 3.02 To hire, direct, promote, demote, lay-off, discipline and discharge employees, for just and sufficient cause.
- 3.03 To determine reasonable rules and regulations, which are to be observed by employees on the job.
- 3.04 The Union recognizes that the Association has recourse through the grievance procedure if it feels that any of the Union members have exercised any of the rights contrary to the terms of the agreement.
- 3.05 The unionized Employers shall have the right to subcontract IBEW Local 625 work, and the unionized Employer shall make this Contract part of the Contract with the subcontractor and use qualified IBEW Local 625 members.

ARTICLE 4 - UNION RIGHTS

- 4.01 The Association agrees that there will be no discrimination, interference, intimidation, restriction or coercion on the part of the Contractors, or by any of their representatives or agents, against the employees because of the employee's membership in the Union or by virtue of his holding office in the Union.
- 4.02 The Union will have the right at any time to have the assistance of a representative of the International Brotherhood of Electrical Workers when meeting or negotiating with the Association.
- 4.03 The Association recognizes that the Union has recourse through the grievance procedure if it feels that any of the Contractors have exercised any of the rights contrary to the terms of this agreement.

ARTICLE 5 - UNION SECURITY

It is understood and agreed by and between the Parties hereto that:

501 Every employee as covered in the Certification Order, who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment. Any employee who refuses to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the Union, shall be deemed to have voluntarily separated and his employment shall be terminated.

502 When the Employer requires men, the Union shall furnish qualified Electricians or Electrician Apprentices as required under the terms of this Agreement; and in so far as possible, all workmen so furnished shall be from the jurisdiction of the Local Union. If after a period of two working days from the time a request is made the Union is unable to supply qualified Electricians or Apprentices, the Employer may procure such men elsewhere. Employees hired by the Contractors shall have with them, at the time of hiring, a Referral Slip signed by the Business Manager of the Union.

- (a) Continuous communication between both Parties as to the Journeymen and Apprentices who are available for work will be maintained and the Association will advise Local 625 as to the future manpower requirements.
- (b) Foreman may be requested through the Business Manager. Foremen requested or appointed must be members of Local 625 in good standing.
- (c) In the case of specialty work that being defined as something other than normal residential, commercial or industrial construction, the Association Member will advise the Business Manager as to the qualification required and the Business Manager will assist the Association Member by referring such men as he feels are qualified until the request and the need of the Association Member are filled. Where possible member(s) will assist in specialty work falling within the jurisdiction of the Trade.

503 The Employer agrees to layoff men on “Working Cards” when members of Local Union 625 are available for work, except foreman in charge of jobs or projects.

504

- (a) It is agreed that the Union shall notify the Employer in writing of the appointment of a Shop Steward or Job Steward. The Employer must notify the Union immediately when discharging a Shop Steward or discharging or transferring a Job Steward.
- (b) The Shop Steward shall be recognized at the shop in which he is employed and the Job Steward shall be recognized on the job which he is employed and shall not be discriminated against.
- (c) The Shop Steward and Job Steward shall be allowed time to perform their duties and present grievances during working hours.
- (d) The Steward shall be notified of men working any overtime and shall be given the opportunity to work all overtime if he is capable of performing the work required. If he is not working the overtime, he shall appoint a temporary Steward from among the men working overtime.
- (e) The Job Steward shall be second last man laid off with the exception of foremen provided he is able to perform the work remaining.

505 Local Union 625's Business Manager and/or his representative shall have access to all jobs for inspection and safety of its members, after notifying the Association's representative on the job.

506 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

507 Journeymen and Apprentices shall only accept direction from their working Foreman. If the Foreman is not available then Employer Management or those authorized by Employer Management.

508 In all cases of lay-off, Local 625 members shall retain employment priority.

509 Where the Employer elects to establish a tool crib and / or material stores on a job, members of Local 625 will be employed with preference being given to older members. Such employee(s) shall, in addition to normal stores duties, be required to maintain and repair hand and power tools and / or equipment as related to job production.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes, slowdowns or work stoppages as defined by the *Labour Act*, Province of Prince Edward Island during the term of this Agreement.
- 6.02 No Union Member shall be required to cross a legal picket line.

ARTICLE 7 - HOURS OF WORK

- 7.01 Forty (40) hours constitutes a week's work beginning Monday at 8:00 am and ending Friday at 4:30 pm and shall be considered a normal work week. These times can be altered by mutual agreement of the Union and the employer on any jobsite by a maximum of one (1) hour.
- 7.02 When the employer, employees and Union office agree to change the hours of work from five (5) eight (8) hour days to four (4) ten (10) hour days, it can be done provided there is a secret ballot majority of vote in favour by the employees on each jobsite. This does not apply if the job schedule from the beginning is four (4) ten (10) hour days. A form sent out from the Union Office concerning the four (4) ten (10) hour days must be signed by the employer and returned to the Union Office at the start of the job.
- 7.03 The normal workday shall be 8:00 am to 4:30 pm with a 30 minute lunch period. One (1) morning break and one (1) afternoon break shall be provided to the employees during the normal eight (8) hour working day provided that the employees do not leave the job and that the breaks do not exceed fifteen (15) minutes. The Foreman and Job Steward will ensure that break times are adhered to. Break periods may be altered in cases of emergency.
- 7.04 On lower rate jobs, Appendix "A", the member has the option to work one (1) extra hour per day to a maximum of forty-five (45) hours per week of straight time hours. There shall be no discrimination or action taken against any member that chooses not to work any or all of extra straight time hours.
- 7.05 Employees shall be on the job site and report to the Foreman ready to work at the start of the employee's shift.

ARTICLE 8 - SHIFT WORK

8.01 When shift work is instituted it shall consist of the day shift, the afternoon or second shift and the midnight or third shift. No employee shall work more than one (1) shift in a twenty-four (24) hour period. The shift should consist of a minimum scheduled shift of twenty-four (24) hours per week, compiled of three (3) consecutive eight (8) hours days for a maximum of one (1) week before continuing with a forty (40) hour week shift schedule.

8.02 Where it is necessary to work two (2) shifts, a full eight (8) hours shall be worked on each shift. For the second and third shift, the Journeymen and Apprentices shall be paid at the regular rate of pay plus a premium of ten (10%) percent.

ARTICLE 9 - REPORTING TIME

9.01 Any employee, after being requested to report and who reports for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the regular rate of wages plus benefits unless he/she has been notified not to report. When the employee commences work he shall receive pay for four (4) hours at the regular rate of wages. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the employer other than climatic conditions or when an employee leaves work of his own accord.

9.02 In order to qualify for reporting time, an employee must remain on the job and be available for work during the period of such reporting time.

9.03 The employer shall determine when weather conditions on the job are such that the men shall or shall not work.

9.04 Where an employee is entitled to reporting time as provided herein, he shall also be entitled to expenses he would normally receive for the day.

ARTICLE 10 - CALL OUT TIME

10.01 If called out to perform Commercial and Industrial work the employee shall be paid at double the regular rate of pay for all hours worked. All travel time shall be straight time rates of pay.

ARTICLE 11 – OVERTIME

11.01 If there is any overtime, there shall be a fifteen (15) minute break at the end of the shift and every two (2) hours after.

11.02 All overtime Monday to Saturday outside the regular hours of work shall be paid at time and one half (1-1/2). All hours worked on Sunday and Holidays shall be paid at double time.

11.03 All overtime to be distributed as evenly as practicable. All overtime to be voluntary.

11.04 The regular shift foreman will normally maintain supervision for all overtime hours.

11.05 (a) Any employee required to work four (4) hours overtime with notice of twenty-four (24) hours or greater shall be provided an unpaid meal break of thirty (30) minutes starting at the end of each regular shift and every four (4) hours thereafter.

(b) Any employee required to work four (4) hours overtime without notice of twenty-four (24) hours or greater shall be provided with a meal allowance of \$20.00. All claims for meals must be accompanied by a receipt and reimbursed in the next regular pay. An unpaid meal break of thirty (30) minutes will be provided at the end of each regular shift and every four (4) hours thereafter.

ARTICLE 12 – TRAVEL ALLOWANCE, TRAVELLING TIME, BOARD ALLOWANCE

12.01

- (a) There shall be a free zone for transportation allowance covering all territory within fifty (50) kilometres (normal travelled route) from the job site. The Employer shall pay transportation covering all territory outside the above fifty (50) kilometres (normal travelled route)
- (b) Employees travelling to the work site from outside of the “free zone” shall be paid at the rate established by the Canada Revenue Agency at that time.

12.02

- (a) Employers shall have the option to provide suitable transportation in place of travel allowance provided in this Article
- (b) When an employer provides transportation to job sites each employee shall be paid the appropriate pay package at the straight time rate for the travel times in excess of the fifty (50) kilometre “free zone” to or from the jobsite.

12.03

When the Association Member requires men, and the Union, when not able to supply them from within the province supplies them from the Mainland, the Employer shall pay a Board allowance of one hundred-twenty dollars (\$120.00) per day worked. Alternatively the Employer can recruit his own men and the Union will sign them up as members.

ARTICLE 13 – BEREAVEMENT LEAVE

- 13.01 Employees shall be granted a special absence of three (3) days with pay, owing to the death of a close relative. The term close relative shall be interpreted to mean: spouse, son, daughter, mother, father, sister or brother, grandparents, stepfather, stepmother, stepchild, mother-in-law, and father-in-law.

ARTICLE 14 – HOLIDAYS

- 14.01 The following holidays shall be paid to the employee by the Employer at the rate of double time, if worked, for all hours actually worked.

New Years Day	Remembrance Day
Canada Day	Victoria Day
Labour Day	Thanksgiving Day
Boxing Day	Christmas Day
Good Friday	Islander Day

CALENDAR YEAR 2017	DAY FALLS ON	DAY OFF
New Year's Day	Sunday, January 1	Monday, January 2
Islander Day	Monday, February 20	Monday, February 20
Good Friday	Friday, April 14	Friday, April 14
Victoria Day	Monday, May 22	Monday, May 22
Canada Day	Saturday, July 1	Monday, July 3
Labour Day	Monday, September 4	Monday, September 4
Thanksgiving Day	Monday, October 9	Monday, October 9
Remembrance Day	Saturday, November 11	Saturday, November 13
Christmas Day	Monday, December 25	Monday, December 25
Boxing Day	Tuesday, December 26	Tuesday, December 26
CALENDAR YEAR 2018	DAY FALLS ON	DAY OFF
New Year's Day	Monday, January 1	Monday, January 1
Islander Day	Monday, February 19	Monday, February 19
Good Friday	Friday, March 30	Friday, March 30
Victoria Day	Monday, May 21	Monday, May 21
Canada Day	Sunday, July 1	Monday, July 2
Labour Day	Monday, September 3	Monday, September 3
Thanksgiving Day	Monday, October 8	Monday, October 8
Remembrance Day	Sunday, November 11	Monday, November 12
Christmas Day	Tuesday, December 25	Tuesday, December 25
Boxing Day	Wednesday, December 26	Wednesday, December 26
CALENDAR YEAR 2019	DAY FALLS ON	DAY OFF
New Year's Day	Tuesday, January 1	Tuesday, January 1
Islander Day	Monday, February 18	Monday, February 18
Good Friday	Friday, April 19	Friday, April 19
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
Labour Day	Monday, September 2	Monday, September 2
Thanksgiving Day	Monday, October 14	Monday, October 14
Remembrance Day	Monday, November 11	Monday, November 11
Christmas Day	Wednesday, December 25	Wednesday, December 25
Boxing Day	Thursday, December 26	Thursday, December 26

14.02 The following days shall be considered holidays:

Should new statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

ARTICLE 15 - NEGOTIATING COMMITTEE

15.01

- (a) Minimum of two (2) representatives from the Association of Commercial and Industrial Contractors of P.E.I. Labour Relations Committee.

Minimum of two (2) representatives from Local 625, IBEW.

- (b) Any representative of the Union who is in the employ of the Employer, shall have the right to attend all meetings with the Employer of the Association held during working hours, without loss of wages or benefits. The Employer will be reimbursed by IBEW Local 625. This Article shall not conflict with Article 5 – UNION SECURITY.

- (c) It is agreed in the best interest of the trade that these conditions and working rules shall be carried out in the proper spirit and with all possible co-operation by both Parties.

ARTICLE 16 - HEIGHT PAY

16.01 All work performed at a height of 50 feet or more, regardless of working platform type, shall be paid at the premium of 5% of the hourly pay.

16.02 For the purposes of height pay premium, any portion of an hour worked will constitute a full hour.

ARTICLE 17 – LAY-OFF

- 17.01 The Association Member is required to give an employee four (4) hours notice prior to any lay-off.

ARTICLE 18 - PAYMENT OF WAGES

- 1801 Employers may pay their employees by cheque or direct deposit. A clear statement of hours worked, earnings, deductions and contributions shall be provided no later than Thursday afternoon to all employees, including night shifts. This statement may be distributed by hard copy or electronically as mutually agreed by the employer and employees.
- 1802 Should the employee receive his cheque on Friday through the negligence of the employer, he shall be allowed one-half (½) hour off with pay to cash the cheque at the end of his shift. This does not apply to direct deposit.
- 1803 When Friday is a holiday, employees will receive their pay cheque on the previous Wednesday. This does not apply to direct deposit.
- 1804 If there is an error in the net amount of an employee's cheque, it will be corrected promptly and a new and separate cheque to cover the error shall be issued within seven (7) days. This also applies to direct deposit.

ARTICLE 19 - APPRENTICE RATES OF PAY

The wage of an apprentice shall be calculated on the previous journeyman wage rate plus the increases in this Agreement minus any monies set aside for the benefit package. The actual calculated wage rate for each apprentice shall be as per the appropriate Appendix. The apprentice is entitled to this wage rate on successful completion (both theory and practical as required) of each nine-hundred (900) hour increment.

Year	Pay Level	Time	Courses Required to Advance
1st	45%	0 - 900 hrs	
	50%	901 - 1800 hrs	Level 1: ELE - 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, <u>190</u> , 195, 200, 205, 210, 215
2nd	55%	1801 - 2700 hrs	
	60%	2701 - 3600 hrs	Level 2: ELE – 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315
3rd	65%	3601 - 4500 hrs	
	70%	4501 - 5400 hrs	Level 3: ELE – 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385
4th	75%	5401 - 6300 hrs	
	80%	6301 - 7200 hrs	Level 4: CEL – 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500

In order to advance from one (1) year to the next, an apprentice must have credited hours, attend community college or take courses online, and successfully complete eighty (80%) percent of the courses, as indicated in the above chart required for that year. During the succeeding year, the apprentice must successfully complete any uncompleted courses from the previous year along with eighty (80%) percent of the courses in the current year in order to advance. This formula to repeat until completion of the program.

The requirements set out in this Article reflect the current requirements of the pertinent Provincial legislation and regulations. Should said legislation and/or regulations be amended or altered during the life of this Collective Agreement, this Article will be amended to conform to the then prevailing legislation and/or regulations.

19.03 The ratio of apprentices to journeymen for each jobsite shall be:

Appendix "A" and Appendix "B" Jobs

Journeymen	Apprentices
1	1

Appendix "C" Jobs

Journeymen	Apprentices	
2	1	1 st - J
		2 nd - A
		3 rd - J
		and repeat

19.04 The employer agrees to use a reasonable ratio of 1st, 2nd, 3rd and 4th year apprentices.

19.05 It is agreed between the Union and the Contractors that Apprentices shall work under the supervision of a Journeyman.

ARTICLE 20 - DISCIPLINARY ACTION

20.01 The procedure in disciplining an employee shall be:

- (a) Warn the employee in writing of the offence, copy of letter provided to the Union.
- (b) Any further offence calls for a possible suspension, the length of the suspension to be at Management's discretion, but not to exceed one (1) week.
- (c) Any offence after suspension, employee to be terminated.

20.02 The above not applicable to the following: Intoxication, theft, altercation on site, unauthorized photography on site, or like offenses.

20.03 An employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee and his Job Steward shall be advised promptly by the employer of the cause for dismissal. This clause does not supersede the scheme set out in 20.01 and 20.02 above.

20.04 When an employee has been discharged for cause by an employer and not reinstated through the grievance procedure, such employer shall have the right to refuse to re-employ such employee.

20.05 Use of cell phones/blackberries/smart phones/etc. will not be permitted by employees onsite during working hours, except as explicitly authorized by the employer. Violations of this article shall be subject to the above disciplinary scheme. Article 12.05 shall not apply to stewards and foremen using cell phones in the course of their duties.

EMPLOYEE DISCIPLINE NOTICE

Name:			Payroll #:		
Job #:		Date & Time:		# of Warnings:	

INFRACTION	DETAILS
<input type="checkbox"/> Insubordination	
<input type="checkbox"/> Safety Infraction	
<input type="checkbox"/> Failure to Report Off	
<input type="checkbox"/> Poor Work	
<input type="checkbox"/> Absenteeism	
<input type="checkbox"/> Lateness	
<input type="checkbox"/> Conduct	
<input type="checkbox"/> Unfit to Work	
<input type="checkbox"/> Other (Specify)	

Was the Union Steward/Suitable Witness present during the discussion of this incident?

Yes: _____ No: _____

Name of Steward: _____

ACTION TAKEN:

EFFECTIVE:

Warning

Date: _____

Time Off

Duration: _____

Discharge

Date: _____

SIGNATURES

I have read and understand this Discipline Notice.

Employee's Signature Date

Supervisor's Signature Date

Steward's Signature Date

Project Manager's Signature Date

ARTICLE 21 – TOOL LIST

- 21.01 Tool List - The following list of tools is the amount to be supplied by employees as a condition of employment:
- 21.02 First Year Apprentice:
- Approved Safety Footwear
 - Pliers - Side Cutting
 - Blade Screwdriver - Small & Large
 - Phillips Drivers
 - Jackknife
 - Measuring Tape
 - Claw Hammer
 - Adjustable Crescent Wrench
 - 600 Volt Tester
 - Pliers – Diagonal
 - Pliers - Needle Nose
 - Robertson Drivers - #6, #8, #10
 - Tripletap
 - Hacksaw
 - Torpedo Type Level
 - Tool Box
 - Canadian Electrical Code Part 1 (Current Edition)
- 21.03 Second Year Apprentice:
(as above, plus)
- Flashlight
 - Channel Locks
 - Keyhole Saw
- 21.04 Third Year Apprentice:
Same as First and Second Year.
- 21.05 Fourth Year Apprentice & Journeyman:
(as above, plus)
- Pipe Wrench - 10", 12" and 14"
 - Twist Drills to 3/8"
 - Allen Wrenches
 - Ohmmeter/Voltmeter (may be combined unit and working conditions to apply)
 - Double Ended Wrenches to fit Greenlee Punches
 - Set Open-Ended Wrenches
 - 1-18" Level
 - 1 Cold Chisel – 1/2"
 - Tap Wrenches – 6/32 and 8/32

- 21.06 Tools listed are the minimum requirement covering each Apprentice Year to and including Journeymen. Any additional tools will be supplied by the Employer.
- 21.07 If tools are required to be left on site by the employer, then the employer shall provide a tool lockup for Local 625 member's tools. In the event any or all of an employee's tools are destroyed or stolen at the job site through no fault or negligence of the employee, the Employer shall reimburse the employee for the value of such tools.

ARTICLE 22 – WORKING CONDITIONS

- 22.01 The Association Member shall provide a suitable waterproof place for the purpose of a lunchroom, which shall be heated in cold weather. Fresh drinking water or a water cooler and paper cups will be provided by the Employer, as necessary.
- 22.02 The employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Protective devices such as hard hats and liners, appropriate work gloves and welding jackets where applicable, and all other safety equipment deemed necessary to properly protect employees from injuries shall be provided by the employer. Hard hats and liners provided by the employer shall be new and not used.
- 22.03 Waterproof clothing, including appropriate rubber boots, shall be supplied by the employer. All tools, equipment and waterproof clothing supplied by the employer shall be issued to an individual employee who shall sign for them and be financially responsible therefore until these items are returned to the tool room and a signed card returned to the employee. Welding gloves are to be supplied at the request of a foreman when employees are required to weld. All equipment issued by the employer to the employees shall be returned when required by the employer or upon termination. This equipment shall be the employee's responsibility and the cost of any equipment not returned by the employee to the employer shall be deducted from the employee's wages.

ARTICLE 23 – GRIEVANCE PROCEDURE

2301 A grievance under the provisions of the Agreement is defined to be any difference including the degree of extent of disciplinary action between the Parties, or between any one of the employees and his Employer, involving the interpretation, application, administration or alleged violation of any of the provisions of this Agreement.

2302 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and shall be settled in the following manner:

STEP 1 - The matter shall be taken up with the foreman by the employee and Job Steward and/or Business Manager. Failing settlement within two (2) working days then Step 2 shall apply.

STEP 2 - The matter shall be taken up with the employer by the job steward and/or business manager or his representative. Failing settlement within five (5) working days then step 3 shall apply.

STEP 3 - The grievance shall be put in writing referring to the clause of the Collective Agreement violated and taken up with the employer. The Employer shall make reply in writing within two (2) working days. If the grievance is not then settled or if the Employer fails to make reply within the aforementioned two (2) working days then within a five (5) working days either party may refer the matter to Arbitration, in accordance with Article 24.

The steps outlined in the above may be altered, if mutual consent is received in writing by both Parties.

ARTICLE 24 – ARBITRATION PROCEDURE

- 24.01 Arbitration shall be commenced by either Party giving notice in writing to the other Party, within seven (7) calendar days, after an answer from the Joint Conference Board setting out and requesting that the matter be referred to Arbitration.
- 24.02 The Arbitration Board shall consist of three (3) persons who shall be selected as follows:
- a. The Association Member shall appoint one (1) member.
 - b. The Union shall appoint one (1) member.
 - c. The above shall be appointed within five (5) days following receipt of written notice requesting arbitration and the members so appointed shall select a third member within ten (10) days after their appointment, who shall be the Chairman.
- 24.03 If either Party refuses or neglects to appoint a member as aforesaid to a Board of Arbitration within five (5) days, the PEI Minister of Provincial Affairs responsible for Labour may be requested by either Party to name a member. In the event that the two (2) members appointed cannot agree on a Chairman, the Minister may appoint the Chairman of the Board.
- 24.04 Hearings of the Board shall commence within fifteen (15) days after the appointment of the Chairman, and shall continue in such a manner that the arbitrators shall make their award in writing not more than one (1) month thereafter. The decision of the majority of the Board shall be final and binding upon the Parties to this Agreement.
- 24.05 The expense and remuneration of the Chairman and any of the staff as he may require, shall be borne in equal shares by the two (2) Parties. The expenses and remuneration of any other parties shall be borne by the parties who appointed them, or for whom the Minister of Environment, Labour and Justice appointed them.

- 24.06 The Arbitration Board shall hear all the Parties concerned and to determine the matter referred to them. Upon determination of the matter, the Board shall make an Order which will provide for the final settlement of the matter.
- 24.07 Every Party to and every Party bound by this Agreement and every person on whose behalf the Agreement was entered into shall comply with the provision for the final settlement and give effect thereto.
- 24.08 All time limits in this Article may be extended by mutual agreement of the Parties thereto.

ARTICLE 25 – SAFETY

It is agreed between the Employees and the Employers that all work shall be carried out in a safe and orderly manner.

- 25.01 The *Occupational Health and Safety Act* and Regulations of P.E.I. shall be final and binding.
- 25.02 All employees shall wear safety boots while on the job.
- 25.03 At no time will any employee be required to be expected to take any unnecessary chances which could cause injury or death and Employer and the Union have joint responsibility to promote safe working conditions.
- 25.04 Company vehicle, shops and job sites, shall be equipped with First Aid Kits.

25.05 The Association and the Union agree to co-operate in assuring that adequate sanitary facilities are provided on job sites.

25.06 If a project is closed down by an authorized inspector under the *Occupational Health and Safety Act* of Prince Edward Island (or any Act and/or Regulations succeeding) as the result of the Electrical Employer's misfeasance, employees shall be assigned to clean up or other work. Should other work not be available, the employee shall be paid for the balance of the regular shift.

25.07

(a) If an employee is injured on the job site and must leave to get medical attention and is advised by his doctor to remain off work the remainder of the day of the injury, the Employer will pay the regular rates of pay to the employee for the hours of work lost on the first day of the injury.

(b) In situations where the Foreman deems it necessary for an injured employee to be accompanied off-site to seek medical attention, the job steward (if one has been appointed) shall be permitted to accompany the injured employee and shall be paid for all time required to assist the injured employee and return to the job site. When an employee must leave the site for medical attention, the employee shall proceed directly to the appropriate facility for such attention.

Article 26 – RATES OF PAY

26.01

- (a) The journeyman’s rate of pay shall be the rates as outlined in Appendix A through C
- (b) The apprentice’s rate of pay shall be in accordance to ARTICLE 19 - APPRENTICE RATES OF PAY

ARTICLE 27 – FOREMAN RATES OF PAY

- 27.01 When 5 workers are on a job there must be a minimum of 1 working foreman on site.
- 27.02 When 15 workers are on a job there must be a minimum of 1 non-working foreman on site.
- 27.03 General foremen will be appointed at the sole discretion of the employer when deemed necessary and the general foreman will be a member of the Union, Local 625 and be non-working.
- 27.04 The regular rate of pay for a Foreman is as follows:
 - (a) Working Foreman: 10% premium minimum
 - (b) Non-working Foreman..... 15% premium minimum
 - (c) General Foreman:.....20% premium minimum

ARTICLE 28 - CONTRIBUTIONS – WELFARE, PENSION AND UNION & TRAINING FUNDS

28.02

- (a) Remittances shall be made on the forms provided and shall be sent to:

Benefit Plan Administrators (Atlantic) Ltd.
38 Solutions Drive Suite 100, Ravine Centre Two
Halifax, NS B3S 0H1 Phone: (902) 455-7277
Toll Free: 1 (888) 426 – 4433
Fax: (902) 454-4758

- (b) The employer shall make contributions for each hour paid to each employee covered by this Collective Agreement at the following rates for the Health & Welfare Fund, Pension Fund, and Union and Training Funds.

EMPLOYER CONTRIBUTIONS – HEALTH & WELFARE FUND, PENSION FUND, UNION, TRAINING AND APPRENTICESHIP FUNDS

	On Signing
Health & Welfare	\$2.27
Pension Fund	\$5. <u>73</u>
Union & Training Funds	\$1. <u>15</u>
Total Remittance	\$9.37

28.03 The collection and submissions of all contributions are a firm commitment and obligation on the employer under this Agreement. Failure to comply constitutes a breach of the Agreement.

The Parties hereto agree on a Welfare Fund and Pension Fund as follows:

28.04 The employer shall make contributions for each hour paid to each employee covered by this Collective Agreement at the rates for the Health & Welfare Fund, Pension Fund, and Union and Training Funds as indicated in the appropriate wage tables.

28.05 The Benefit Plan shall be professionally administered.

- 28.06 Amounts shall be paid by the fifteenth (15th) day of the following month.
- 28.07 The employer in question shall be liable for any and all legal expenses incurred in collecting amounts.
- 28.08 Should the Union desire to increase or decrease the amount for the Health and Welfare or Pension Funds or Union and Training Funds under the conditions contained in this Article then the employer's contribution will be amended upon thirty (30) days notice from the Union to the ACIC The total wage package for any employee except supervision shall not be higher for any wage period of this Collective Agreement.
- 28.09 Employers bound by this Collective Agreement shall be bound by the provisions of the Health & Welfare and Pension & Training Trust Fund Agreements referred to above and the Rules and Regulations thereunder, as well as any amendments to the Trust Agreements and the Rules and Regulations, whether or not such employers have signed Participation Agreements with the Trustees of the Trust Funds.
- 28.10
- (A) The Parties to this Collective Agreement agree that the Trustees of the Health & Welfare ad Pension & Training Trust Fund appointed in accordance with the Trust Agreements shall have the authority to enforce the payment of contributions to the Trust Funds as provided for in this Collective Agreement and the Trustees may take measures or remedies available to either or both of the Parties hereto to enforce the payment of such contributions and collect overdue contributions. The employer in question shall be liable for any and all legal expenses incurred collecting amounts.
- (B) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday Sunday and Holidays, the Employer has failed to pay delinquent contributions or the Employer has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of fifteen (15%) percent on all monthly contributions/deductions in arrears.
- This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay contributions/deductions as provided.
- (C) Should the matter not be resolved at the above-mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or upon twenty-four (24) hours' notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

- 28.11 The Union, for itself and on behalf of the employees on the bargaining unit covered by this Collective Agreement, assigns the contributions and the right to receive the same to the Trustees.
- 28.12 All contributions will be paid at the overtime rates as indicate in Article 11 - Overtime.

ARTICLE 29 – WORK AFTER HOURS

- 29.01 No member of Local 625 who is regularly employed by an electrical contractor shall do any wiring or electrical work for any other person or persons outside of his regular employment.
- 29.02 No member of Local 625 shall procure wiring permits for other than his employer.
- 29.03 Providing that satisfactory evidence of violation is furnished, it is agreed that the employer will suspend an employee for not more than five (5) days on the recommendation of the Union.
- 29.04 Any members operating an electrical business must sign a Voluntary Recognition Agreement with Local 625, I.B.E.W.

ARTICLE 30 - ENABLING PROVISION

- 30.01 Where a particular article or articles of this Collective Agreement is or are found to work a hardship in the jurisdictional area of this Agreement, the terms and conditions in this Agreement may be modified by mutual consent of the Parties. The Parties are International Brotherhood of Electrical Workers Local 625 and the Association of Commercial and Industrial Contractors of P.E.I. Electrical Sector. Such change or amendment shall not be effective unless and until it has the written agreement of both Parties.

ARTICLE 31 – LABOUR ACT

- 31.01 It is agreed by both Parties that upon signing of a new Collective Agreement, the Agreement will be forwarded to the Labour Relations Division of the Department of Government responsible for the administration of the Labour Act.

ARTICLE 32 - A.C.I.C. LABOUR RELATIONS COMMITTEE

- 32.01 All Employers covered by the terms of this Agreement will submit to the Association of Commercial & Industrial Contractors of P.E.I. Labour Committee an amount of six (6) cents for each hour paid for employees covered by this Agreement. Fees will be submitted on or before the 1st of each month due.

The Association of Commercial & Industrial Contractors Labour Relations Committee shall have the authority to enforce the payment of monthly fees and may take measures or remedies available to the A.C.I.C. Labour Relations Committee to enforce the payment of such fees and collect overdue fees. The Employer in question shall be liable for any and all legal expenses incurred in collecting fees.

ARTICLE 33 – TERMS OF AGREEMENT

3301 This Agreement shall remain in effect until and including February 28, 2019, and from year to year thereafter unless either Party gives notice in writing not less than sixty (60) days previous to February 28th in any year of its desire to amend or terminate this Agreement.

3302 If during the life of this Agreement, Federal or Provincial Legislation is altered so as to effect in any way any of the provisions of this Agreement, then either may request negotiations with respect to the Article or Section of the Agreement affected.

Signed at Charlottetown, P.E.I. this 16 day of March, 2018.

On behalf of:

THE ASSOCIATION OF
COMMERCIAL AND
INDUSTRIAL CONTRACTORS
OF PEI LABOUR RELATIONS
COMMITTEE

On behalf of:

LOCAL 625 INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL WORKERS

WITNESS

SCHEDULE "A" – INTERPRETATION

The following definitions apply whenever the defined terms are used in this Agreement:

ACIC:	means the Association of Commercial and Industrial Contractors of P. E. I..
BUSINESS MANAGER:	means the official elected by Local Union 625 whose duties are to represent the employees in matters relating to this Agreement.
UNION:	means Local Union No. 625, the International Brotherhood of Electrical Workers.
EMPLOYEE/WORKMAN:	means a person working at the Electrical trade as a journeyman, apprentice, working foreman, non working foreman or general foreman for an employer on any job in the area as defined in this Agreement.
JOB:	an individual project with a contract or multiple contracts with an owner or owners or their respective representatives. This definition applies to all Articles of this Agreement where the word job or jobsite is stated.
STEWARD:	means an employee working on the job duly authorized by the Union to represent all the employees working thereon who fall within the scope of this Agreement, and to speak for them on matters pertaining to this Agreement.
SUPERINTENDENT:	means the appointed official of the employer who has on-the-job authority for the progress of the work.
TRADE:	means the Electrical trade.
EMPLOYER:	means an individual member of the ACIC or company or business bound by this Agreement.
TRAVELLER:	means IBEW member from another IBEW Local

APPENDIX “A”
 MAINTENANCE, RESIDENTIAL AND COMMERCIAL UNDER \$500,000
 AND ALL ENVIROMENTAL CONTROLS¹

APPENDIX “A” - JOURNEYMAN						
	WAGE	V&H (8%)	H&W	PENSION	UNION FUNDS	TOTAL
On Signing	\$23.09	\$1.85	\$2.27	\$5.73	\$1.40	\$34.33
April 8, 2019	\$23.32	\$1.87	\$2.27	\$5.73	\$1.15	\$34.33

APPENDIX “A” - APPRENTICES - April 8, 2019								
	WAGE	V&H (8%)	H&W	PENSION	UNION FUNDS	PACKAGE	ACIC	TOTAL
0000 – 1800 hrs (50%)	\$11.66	\$0.93	\$2.27	\$5.73	\$1.15	\$21.74	\$0.06	\$21.80
1801 – 2700 hrs (55%)	\$12.83	\$1.03	\$2.27	\$5.73	\$1.15	\$23.00	\$0.06	\$23.06
1701 – 3600 hrs (60%)	\$13.99	\$1.12	\$2.27	\$5.73	\$1.15	\$24.26	\$0.06	\$24.32
3601 – 4500 hrs (65%)	\$15.16	\$1.21	\$2.27	\$5.73	\$1.15	\$25.52	\$0.06	\$25.58
4501 – 5400 hrs (70%)	\$16.32	\$1.31	\$2.27	\$5.73	\$1.15	\$26.78	\$0.06	\$26.84
5401 – 6300 hrs (75%)	\$17.49	\$1.40	\$2.27	\$5.73	\$1.15	\$28.04	\$0.06	\$28.10
6301 – 7200 hrs (80%)	\$18.66	\$1.49	\$2.27	\$5.73	\$1.15	\$29.30	\$0.06	\$29.36

An additional \$0.06 per hour worked shall be remitted to the ACIC for membership fees.

¹The Appendix A rate will apply to any Environmental Controls work regardless of size or type of project

APPENDIX “B” –
COMMERCIAL \$500,000 AND UP
AND INSTITUTIONAL AND SMALL INDUSTRIAL

APPENDIX “B” - JOURNEYMAN						
	WAGE	V&H (8%)	H&W	PENSION	UNION FUNDS	TOTAL
On Signing	\$29.44	\$2.36	\$2.27	\$5.73	\$1.40	\$41.20
April 8, 2019	<u>\$29.67</u>	<u>\$2.38</u>	\$2.27	\$5.73	<u>\$1.15</u>	<u>\$41.20</u>

APPENDIX “B” - APPRENTICES - April 8, 2019								
	<u>WAGE</u>	<u>V&H (8%)</u>	<u>H&W</u>	<u>PENSION</u>	<u>UNION FUNDS</u>	<u>PACKAGE</u>	<u>ACIC</u>	<u>TOTAL</u>
<u>0000 – 1800 hrs (50%)</u>	<u>\$14.84</u>	<u>\$1.19</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$25.17</u>	<u>\$0.06</u>	<u>\$25.23</u>
<u>1801 – 2700 hrs (55%)</u>	<u>\$16.32</u>	<u>\$1.31</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$26.77</u>	<u>\$0.06</u>	<u>\$26.83</u>
<u>1701 – 3600 hrs (60%)</u>	<u>\$17.80</u>	<u>\$1.42</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$28.38</u>	<u>\$0.06</u>	<u>\$28.44</u>
<u>3601 – 4500 hrs (65%)</u>	<u>\$19.29</u>	<u>\$1.54</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$29.98</u>	<u>\$0.06</u>	<u>\$30.04</u>
<u>4501 – 5400 hrs (70%)</u>	<u>\$20.77</u>	<u>\$1.66</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$31.58</u>	<u>\$0.06</u>	<u>\$31.64</u>
<u>5401 – 6300 hrs (75%)</u>	<u>\$22.25</u>	<u>\$1.78</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$33.18</u>	<u>\$0.06</u>	<u>\$33.24</u>
<u>6301 – 7200 hrs (80%)</u>	<u>\$23.74</u>	<u>\$1.90</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$34.78</u>	<u>\$0.06</u>	<u>\$34.84</u>

An additional \$0.06 per hour worked shall be remitted to the ACIC for membership fees.

APPENDIX "C" – MAJOR INDUSTRIAL PROJECTS
OVER \$50,000,000

APPENDIX "C" - JOURNEYMAN						
	WAGE	V&H (8%)	H&W	PENSION	UNION FUNDS	TOTAL
On Signing	\$31.07	\$2.48	\$2.27	\$5.73	\$1.40	\$42.95
<u>April 8, 2019</u>	<u>\$31.30</u>	<u>\$2.50</u>	\$2.27	\$5.73	<u>\$1.15</u>	<u>\$42.95</u>

APPENDIX "C" - APPRENTICES - April 8, 2019								
	<u>WAGE</u>	<u>V&H (8%)</u>	<u>H&W</u>	<u>PENSION</u>	<u>UNION FUNDS</u>	<u>PACKAGE</u>	<u>ACIC</u>	<u>TOTAL</u>
<u>0000 – 1800 hrs (50%)</u>	<u>\$15.65</u>	<u>\$1.25</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$26.05</u>	<u>\$0.06</u>	<u>\$26.11</u>
<u>1801 – 2700 hrs (55%)</u>	<u>\$17.22</u>	<u>\$1.38</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$27.74</u>	<u>\$0.06</u>	<u>\$27.80</u>
<u>1701 – 3600 hrs (60%)</u>	<u>\$18.78</u>	<u>\$1.50</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$29.43</u>	<u>\$0.06</u>	<u>\$29.49</u>
<u>3601 – 4500 hrs (65%)</u>	<u>\$20.35</u>	<u>\$1.63</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$31.12</u>	<u>\$0.06</u>	<u>\$31.18</u>
<u>4501 – 5400 hrs (70%)</u>	<u>\$21.91</u>	<u>\$1.75</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$32.81</u>	<u>\$0.06</u>	<u>\$32.87</u>
<u>5401 – 6300 hrs (75%)</u>	<u>\$23.48</u>	<u>\$1.88</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$34.50</u>	<u>\$0.06</u>	<u>\$34.56</u>
<u>6301 – 7200 hrs (80%)</u>	<u>\$25.04</u>	<u>\$2.00</u>	<u>\$2.27</u>	<u>\$5.73</u>	<u>\$1.15</u>	<u>\$36.19</u>	<u>\$0.06</u>	<u>\$36.25</u>

An additional \$0.06 per hour worked shall be remitted to the ACIC for membership fees.

APPENDIX "D" – ELECTRICAL TRADE CLASSIFICATION

Acadia Electric (P.E.I.) Ltd.
Burke Electric Ltd.
D.B. & J. (1971) Inc.
Delta Electric Ltd.
Duggan Electric Ltd.
Comstock Canada
Easco Electric Ltd.
Gardner Electric Ltd.
Good Electric
Granmar Construction
Inman Plumbing & Heating Ltd. Island Electric Ltd. (Western) Kelton Electric Ltd.
Lewis Electric Ltd.
Molony Electric Ltd.
MacLean & Son Ltd.
MacPhee Electric Limited
McGee Electric Ltd.
Newson Electric Ltd.
Palmer Electric Ltd.
Ronald B. MacLean
Sarmac Electric Ltd.
Storey Electric Ltd.
Univex (Maritimes) Ltd.
Shawn McGee Electric Ltd.
Black & MacDonald Ltd.
ICS State
Moncton Plumbing & Supply Ltd.
Memco Controls Ltd.
Marque Construction Ltd
Honeywell Ltd.
Controls & Equipment Ltd.
Western Electric Ltd.
G.J. Cahill & Co. Ltd.

APPENDIX "E" - HIRING

The Employer has the right to transfer current employees between jobs in Appendix "A" and Appendix "B". Any additional manpower requirements will be supplied by the union.

On Appendix "C" (Major Industrial) jobs the employer may hire or transfer five (5) Local 625 members for the first five (5) job positions. Any additional manpower will be supplied by the union upon request.

A maximum of two (2) members from Unit 1 Mainland can be transferred or hired for any job on P.E.I

It is understood that the Unit system on the Mainland of Nova Scotia is non-negotiable and may be adjusted at the Union's discretion.

APPENDIX "F" - MAJOR PROJECTS

Article 1 Major Industrial Projects shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of Fifty Million dollars (\$50,000,000.00).

1. Heavy water plants
2. Oil and gas refineries
3. Pulp mills
4. Petro-chemical plants
5. Automobile manufacturing plants
6. Rubber plants (such as Michelin)
7. Steel mills
8. Metal producing facilities
9. Power generating projects
10. Ore reduction plants and smelters
11. Deep water ports or unloading docks, bridges, water and sewer treatment plants provided all are within the definition of Accreditation Order
12. Food Processing Plants
13. Liquid Natural Gas Plants
14. Heating Plants
15. Distillation Plants
16. Bio Fuel Plants
17. Extraction Plants

APPENDIX “G” – BONDS

1. Upon certification, the Trustees of the Health and Welfare Plans, or the Trustees of the Pension Plan may require an employer who has been certified for twelve (12) months or less to provide a bond either in cash or through a bonding agency to the Trustees to guarantee payment of all contributions and deductions to the Trustees and to the Union including, but not limited to, Pension contributions, Health and Welfare contributions and dues.
2. The Trustees shall establish the amount of the bond which shall not exceed one hundred thousand dollars (\$100,000.00). If the bond is paid in cash, the money shall be held by the Trustees in an interest-bearing account.
3. If, after two (2) years from the date of payment of the bond, the Trustees determine there has been no delinquency by the employer for any remittances due or payable by the employer, the Trustees shall authorize the release of the bond with interest, if applicable.
4. If the Trustees determine that an employer has been delinquent, the Trustees shall deduct the amount of the delinquency from the bond and require the employer to repay the monies so as to ensure the full amount of bond is maintained.
5. The aforementioned bond shall remain in place for two (2) years from the date of any delinquency.
6. Failure by the employer to provide the bond as outlined above, shall be treated as a breach of the Collective Agreement and the Trustees shall be permitted to assess further damages against the employer. The damages shall be in the sole discretion of the Trustees and may be up to the amount of one thousand dollars (\$1,000.00) per month for each month of delinquency until the delinquency is paid in full, and in addition, further damages in the amount of three (3) times the amount of delinquency which remains unpaid, exclusive of the penalty.
7. If an employer, who has been certified for more than twelve (12) months, is delinquent with respect to its contributions or deductions to the Trustees of the Pension Plan or the Health and Welfare Plans pursuant to this Collective Agreement, the Trustees upon learning of the delinquency may, in their absolute discretion, require a bond to be provided by the employer in cash or through a bonding agency in an amount up to one hundred thousand dollars (\$100,000.00). In addition to the bond, the employer shall forthwith pay the amount of the delinquency. Failure by the employer to provide the bond as outlined above, shall be treated as a breach of the Collective Agreement and the Trustees shall be permitted to assess further damages against the employer. The damages shall be in the sole discretion of the Trustees and may be up to the amount of one thousand dollars (\$1,000.00) per month for each month of delinquency until the delinquency is paid in full, and in addition, further damages in the amount of three (3) times the amount of delinquency which remains unpaid, exclusive of the penalty.

LETTER OF UNDERSTANDING

This letter and its provisions apply solely and exclusively to companies organized by I.B.E.W. Local 625 after September 25, 1997, and shall become part of the Collective Agreement on the effective date below. This letter and its provisions shall cease to be part of the Collective Agreement on February 28, 2019..

In an effort to combat the growth of the non-Union Electrical Contractors, which is detrimental to the Parties of this Collective Agreement, the following clause is agreed upon in good faith.

- (A) When a worker has been admitted into the Union as a result of signing a membership card in the Union in an Application for Certification of their Employer, then this worker shall have seniority and recall rights with their Employer for a one (1) year period on all jobs in the Unit of the Local Union that they live in as per below. This clause shall be in effect from the date the Application was made to the Prince Edward Island Labour Relations Board, provided such Application is successful.
- (B) For the first year only after the date of Certification of an Employer, when an Employer under this clause lays off workers, all employees not bound by this clause will be laid off first in accordance with the normal Management Rights Clause in the Collective Agreement. Other employees covered by these provisions herein shall be laid off in accordance with their date with the employer in the classification of Journeyman or Apprentice starting with the junior employee first.
- (C) For the first twelve (12) months after the date of Certification of an employer, when an employer is hiring workers, any workers laid off who have seniority rights shall also have recall rights. These employees will be hired first beginning with the most senior worker in the classification of Journeyman or Apprentice that is on lay off.
- (D) This clause does not cover employees with the employer that become Union members after the date of Application for Certification.
The entire above subject to the understanding that the rights of the Parties concerning discipline and discharge still apply.

Dated this 16 day of March, 2018.

ASSOCIATION OF COMMERCIAL AND
INDUSTRIAL CONTRACTORS OF
PRINCE EDWARD ISLAND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL
UNION 625

WITNESS