

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
INDUSTRY BARGAINING PROTOCOL  
TRADE LEVEL MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN:**

**International Brotherhood of Electrical Workers, Locals 213, 230, 993, & 1003**  
(the "Union")

**AND:**

**Construction Labour Relations Association of B.C. ("CLR")**  
\*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this  
Trade Level Memorandum of Agreement on their behalf and those members added from time to time  
by notice given to the BCBCBTU

\*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR  
(the "Employer")

**RE:**

**Inside Wiremen's Agreement**  
(the "Agreement")

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The Union and CLR (the "Parties") agree that this Trade Level Memorandum of Agreement ("TLMOA"), in conjunction with all other TLMOAs concluded by CLR and the constituent members of the Bargaining Council of BC Building Trade Unions ("BCBCBTU") in accordance with the April 27, 2018 Industry Bargaining Protocol (the "Protocol"), will form the basis of the final Overall Memorandum of Settlement ("OMS") for the 2019 round of industry bargaining ("2019 Bargaining") to be put to ratification by CLR and the BCBCBTU.

**A. TLMOA Settlement Terms**

1. The provisions of this TLMOA and the OMS shall apply and shall replace any contrary provisions in the 2016 – 2019 Collective Agreement and ancillary Agreement documents.
2. All provisions of the 2016 – 2019 Agreement, and ancillary Agreement documents not specifically amended by either this TLMOA or the OMS shall remain in full force and effect.
3. This TLMOA shall be enabled into place on the effective date of the OMS.
4. **Security Technician**

The parties agree that the Security Technician Addendum attached to this TLMOA shall be included in the Collective Agreement as a new Addendum.

**5. Meal Allowance**

Amend Article 303(c) by replacing “twenty-five dollars (\$25.00)” with “seventeen dollars (\$17.00) or the amount specified by CRA as reasonable for an overtime meal”.

**6. Advance**

Replace the third sentence of Article 5.01(a) with the following: “An employee starting work on a new project shall have the right to request an advance of five hundred dollars (\$500.00) plus LOA, if applicable, to be paid at the end of their first five working days on that project.”

**7. CRA**

Amend Article 502 by adding the words “, including tax forms,” between the words “payroll” and “shall”.

**8. Layoff**

Replace paragraphs (c) and (d) of Article 508 with the following.

“(c) When a workers employment ceases the Employer shall pay to the employee all wages earned by the employee within three (3) business days of the end of their employment. Where the employee does not receive all wages due within those three (3) days they shall be entitled to four (4) hours of pay for each additional day they are kept waiting.”

**9. Tools**

Add the following new Article 510 and renumber the balance of Article 5 accordingly.

**“510 Employer Supplied Tools**

Where the Employer supplies tools to an employee the employee shall be required to sign those tools out from the Employer. If the employee fails to return the tools to the Employer at the end of their employment or when requested by the Employer the reasonable cost based on the age and condition of the tool may be deducted from the employee’s pay.”

**10. Pension**

Amend Article 905 by adding the following new paragraph (g):

“(g) In the event that the membership of Locals 230, 993 and 1003 elect to implement a new Pension Plan/RRSP (the “Plan”) the parties agree to work cooperatively to implement the change and to amend Article 905 as required to reflect this change. The new Plan shall be subject to the following conditions:

(3)

- (i) The Plan shall be implemented on January 1 of a calendar year.
- (ii) All members who joined the Union after the date of implementation shall be required to join the Plan.
- (iii) Existing members shall have a one time option on November 1 immediately preceding the implementation date to remain in the current RRSP or to convert to the new Plan.
- (iv) The Union shall designate the amount of the existing RRSP contribution to be directed towards the Plan and the remaining amount of the existing RRSP contribution shall continue to be directed towards an RRSP.
- (v) Union dispatch slips shall be amended to clearly include whether an employee being dispatched to an Employer is subject to the Plan or to the grandfathered RRSP.”

**11. Bereavement Leave**

Amend Article 1102 by adding “grandchild”.

**12. Housekeeping**

- (a) Amend the Collective Agreement as required to make it gender neutral; and,
- (b) any other housekeeping items mutually agreed during the drafting of the new Collective Agreement.

**B. Ratification and Preparation of Revised Agreements**

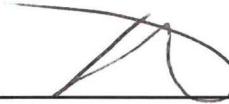



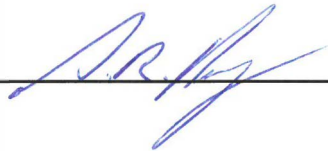
- 1. The Parties shall endorse and recommend acceptance of this TLMOA throughout the CLR and BCBCBTU ratification process for the OMS.
- 2. Subsequent to the ratification of the OMS, all appropriate changes shall be made to the Agreement to reflect the terms provided for within this TLMOA.

**C. Signatures of Parties**

Dated this 12 day of March, 201<sup>PS</sup>~~8~~<sup>9</sup>

Signed on behalf of:





Construction Labour Relations Association  
of BC

  
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Dated this 12 day of March, 201<sup>PS</sup>~~8~~<sup>9</sup>

Signed on behalf of:

International Brotherhood of Electrical  
Workers, Locals 213, 230, 993 & 1003

  
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**SECURITY TECHNICIAN ADDENDUM**

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**CLAUSE I - OBJECT**

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The Parties to this Addendum wish to cooperate in the creation of conditions which are conducive to the establishment and operation of the Security Systems Industry.

The parties recognize that the work of a Security Technician is exclusive jurisdiction of the Union. The object of this Addendum is to establish terms and conditions for employees working as Security Technicians under the Agreement.

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**CLAUSE II – TERMS OF AGREEMENT**

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**2.01** All terms and conditions of the Agreement not specifically amended by this Addendum will apply to Security Technicians. The term of this addendum shall be concurrent with the Inside Wiremen's Agreement.

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**CLAUSE III – SCOPE OF WORK**

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**3.01** Security Systems Technician - means a person who performs the physical work of installing, repairing, maintaining, replacing, testing, and servicing the operation of all electronic security alarm systems in accordance with the provisions of Security Services Act and regulations administered by Ministry of Public Safety & Solicitor General, Policing and Community Safety Branch, Security Programs and Police Technology Division. Security Systems Technicians must maintain their License.

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**CLAUSE IV – HIRING**

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**4.01** The hiring provisions of Article 1 of the Collective Agreement and each Local Union's dispatch procedures will apply to Security Technicians and Apprentices. In the event the Employer requests to hire a Security Technician or a Security Technician Apprentice who is not a member of the Union, the employee shall be forwarded to the Union to submit a membership application. These Applicants may be dispatched under Permit status prior to becoming members.

**4.02** The revocation provision in Article 106 will not apply to newly hired Applicants. The Applicant will become a member of the union within sixty (60) days of the union providing the Applicant with notice as a condition of continued employment.

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**CLAUSE V - CLASSIFICATIONS**

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**5.01** The following classifications shall apply to employees performing Security Systems Technician work within the bargaining unit:

**(a) Security Systems Technician Apprentice**

An employee who has completed the required classroom training under the Security Technician Program and who has received a Security Alarm Installer Under Supervision License in accordance with the requirements of the Security Services Regulation (the "Regulation") shall be classified as a Security Technician Apprentice. Security Technician Apprentice shall be indentured, and rate classifications will be set by the local union with jurisdiction. (See Clause 7.01)

**(b) Security Systems Technician**

A Security Systems Technician shall be an employee who has received their Security Systems Technician Certificate of Qualification and their Security Alarm Installer license in accordance with the Regulation.

**(c) Foreman Security Systems Technician**

A Construction Electrician or a Security Systems Technician who is a member of the Union, can act as Foreman and direct the Security Systems Crew. A Foreman will be allowed to supervise the work of a maximum of five (5) workers. A Foreman Security Systems Technician or Construction Electrician must be appointed when more than three (3) Security Systems Technicians are employed on a job, or if an employer requires for one (1) Security Systems Technician to give orders to one (1) or more Security Systems Technicians.

**5.02** The Parties specifically understand and agree that employees performing work for the Employer as Programmers, Designers and Salespeople are excluded from the bargaining unit. An Employer shall have the right to include any of these employees in the bargaining unit based upon their discretion. Site testing and repairs to installed equipment may be performed by excluded employees.

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**CLAUSE VI – APPRENTICESHIP RATIO**

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On Security Systems work the Apprentice ratio of two (2) Apprentices to one (1) Security Systems Technician.

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**CLAUSE VII – RATES OF PAY**

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**7.01** The pay for Security Technicians shall be in accordance with the following:

	<b>Wage Package</b>	<b>Pension Retirement Fund</b>
<b>Security Systems Technician Apprentices:</b>		
1 <sup>st</sup> Term	55%	0%
2 <sup>nd</sup> Term	60%	25%
3 <sup>rd</sup> Term	65%	50%
4 <sup>th</sup> Term	70%	75%
<b>Security Technician</b>		
Security Systems Technician	80%	100%
Foremen Security Technician	100%	100%

All percentages are based on the Journeyperson's Wage Package, as set out in this Collective Agreement.

**7.02** Workers who are Red Seal Construction or Industrial Electricians performing Security Systems work will receive their compensation as set out in the Collective Agreement as an electrician. Other workers previously employed prior to the signing of this Addendum who are paid at higher levels, will continue to receive the higher rate until the wage as set out in the Agreement meets their current wage.

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**LIST OF SIGNATORY EMPLOYERS – LOCAL 213 \***

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The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing, the following employers have authorized CLR to bargain a renewal Inside Wiremen's Agreement with the International Brotherhood of Electrical Workers Local 213 and to sign such Agreement on their behalf.

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|---|--|
| 1. Ainsworth Inc.                         | 19. Honeywell Limited                          |
| 2. Andritz Hydro Canada Inc.              | 20. Houle Electric Ltd.                        |
| 3. Bantrel Constructors Co.               | 21. Jacobs Industrial Services Ltd.            |
| 4. Bemister Electric Ltd.                 | 22. Mott Electric General Partnership          |
| 5. BFI Constructors Ltd.                  | 23. Mountain View Electric Ltd.                |
| 6. Black & McDonald Limited               | 24. Olympic Controls Inc.                      |
| 7. Canem Systems Ltd.                     | 25. Pacific Northwest Electric & Controls Ltd. |
| 8. Celco Controls Ltd.                    | 26. Pacific Powertech Inc.                     |
| 9. Chemco Electrical Contractors Ltd.     | 27. Plant-A-Lite Products Ltd.                 |
| 10. Cobra Electric Ltd.                   | 28. Ross Morrison Electrical                   |
| 11. Commonwealth Construction Canada Ltd. | 29. Sasco Contractors Ltd.                     |
| 12. Elworthy Electrical Services Ltd.     | 30. Schneider Electric Canada                  |
| 13. enCompass Electrical Solutions        | 31. Sunny Corner Enterprises Inc.              |
| 14. Four Star Electric Ltd.               | 32. Tracer Industries Canada Limited           |
| 15. Fred Welsh Ltd.                       | 33. United Power Ltd.                          |
| 16. Ganotec West ULC                      | 34. Western Pacific Enterprises GP             |
| 17. Harbourview Electric Ltd.             | 35. Western Technical Installations Ltd.       |
| 18. HBBC                                  | 36. Westwood Industrial Electric Ltd.          |

- \* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of authorized Employers to the above list of signatory Employers.

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**LIST OF SIGNATORY EMPLOYERS – LOCAL 230 \***

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The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing, the following employers have authorized CLR to bargain a renewal Inside Wiremen's Agreement with the International Brotherhood of Electrical Workers Local 230 and to sign such Agreement on their behalf.

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| 1. Andritz Hydro Canada Inc.             | 12. Jacobs Industrial Services Ltd.            |
| 2. Black & McDonald Limited              | 13. Lee Mac Electric Ltd.                      |
| 3. Canem Systems Ltd.                    | 14. Pacific Northwest Electric & Controls Ltd. |
| 4. Chemco Electrical Contractors Ltd.    | 15. Pacific Powertech Inc.                     |
| 5. Commonwealth Construction Canada Ltd. | 16. Raylec Power Ltd.                          |
| 6. E.H. Emery Electric Ltd.              | 17. Sasco Contractors Ltd.                     |
| 7. F & M Installations Ltd.              | 18. Schneider Electric Canada                  |
| 8. HBBC                                  | 19. Sunny Corner Enterprises Inc.              |
| 9. Honeywell Limited                     | 20. Thomis Electric Ltd.                       |
| 10. Houle Electric Ltd.                  | 21. Tracer Industries Canada Limited           |
| 11. Island Temperature Controls Ltd.     | 22. Western Technical Installations Ltd.       |

\* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of authorized Employers to the above list of signatory Employers.



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**LIST OF SIGNATORY EMPLOYERS – LOCAL 993 \***

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The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing, the following employers have authorized CLR to bargain a renewal Inside Wiremen's Agreement with the International Brotherhood of Electrical Workers Local 993 and to sign such Agreement on their behalf.

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| 1. Andritz Hydro Canada Inc.             | 14. Lorneville Mechanical Contractors Ltd.     |
| 2. Bantrel Constructors Co.              | 15. Mountain View Electric Ltd.                |
| 3. BFI Constructors Ltd.                 | 16. Northpointe ENC                            |
| 4. Black & McDonald Limited              | 17. Pacific Northwest Electric & Controls Ltd. |
| 5. Brasco International Inc.             | 18. Sasco Contractors Ltd.                     |
| 6. Canem Systems Ltd.                    | 19. Schneider Electric Canada                  |
| 7. Chemco Electrical Contractors Ltd.    | 20. Smithers Electric                          |
| 8. Commonwealth Construction Canada Ltd. | 21. Sunny Corner Enterprises Inc.              |
| 9. HBBC                                  | 22. T L & T Electric Ltd.                      |
| 10. Houle Electric Ltd.                  | 23. Tracer Industries Canada Limited           |
| 11. Jacobs Industrial Services Ltd.      | 24. United Power Ltd.                          |
| 12. KBR Industrial Canada Co.            | 25. Voith Hydro Inc.                           |
| 13. Lockerbie & Hole Eastern Inc.        | 26. Western Technical Installations Ltd.       |

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**LIST OF SIGNATORY EMPLOYERS – LOCAL 1003 \***

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The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing, the following employers have authorized CLR to bargain a renewal Inside Wiremen's Agreement with the International Brotherhood of Electrical Workers Local 1003 and to sign such Agreement on their behalf.

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|--|---|
| 1. Andritz Hydro Canada Inc.             | 7. Martech Electrical Systems Ltd.            |
| 2. Black & McDonald Limited              | 8. Pacific Northwest Electric & Controls Ltd. |
| 3. Chemco Electrical Contractors Ltd.    | 9. Pacific Powertech Inc.                     |
| 4. Commonwealth Construction Canada Ltd. | 10. Sunny Corner Enterprises Inc.             |
| 5. HBBC                                  | 11. Tracer Industries Canada Limited          |
| 6. Jacobs Industrial Services Ltd.       | 12. Western Technical Installations Ltd       |

\* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of authorized Employers to the above list of signatory Employers.