

**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

By and Between Subject to change based on outcome of Main Table Negotiations

(the "Employer")

RE:

Inside Electrical Workers Agreement

(the "Agreement")

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 January 14, 2022 Industry Bargaining Protocol (the "Protocol"), will form the basis of the final Overall Memorandum of Settlement ("OMS") for the 2023 round of industry bargaining ("2023 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 2019 – 2023 Collective Agreement and ancillary Agreement documents.
2. All provisions of the 2019 – 2023 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 effective on the same date as the OMS.

4. Article I – Jurisdiction, Rights and Hiring Procedure

- (a) Replace the fourth sentence of Article 111(a) with the following:

The Shop Steward will be identified by the Business Manager or designate to the either the Employers' payroll department or Superintendent/Project Manager in writing (including by e-mail).

- (b) Amend Article 114 by adding the following new sentence:

The Employer will work with the Business Manager or their representative to ensure access is available to all necessary indoctrination and documentation required to permit access in accordance with this Article.

- (c) Amend Article 115 to read as follows:

115 Payroll Inspection

Where the Union has a reasonable belief the Employer has not met their pay requirements (including wages and employer contributions/employee deductions) under this Agreement, the Business Manager or their representative shall be entitled, by appointment, to inspect the Employer's payroll as to time and pay of employees employed under this Agreement.

5. Article III – Hours of Work, Callout, Overtime, Shift Work

Amend Article III as required to replace the current normal 8:00 start time with a 7:00 start time.

6. Article IV – Duties and Definitions of Chargehand, Journey and Apprentice

- (a) Amend Article 412 by deleting the word "Industrial".
- (b) Move Article 404 Service Electrician to Article 412 and renumber the Article accordingly and add the following new sentence to the Article: "See Service & Maintenance Addendum for further details on this classification."
- (c) Add a new Article 413 to read as follows and delete the second paragraph from Article 404.

413 Field Safety Representative

Where employees are required to maintain Field Safety Representative (FSR) status on behalf of the Employer, the Employer will reimburse the cost of such renewal exam upon successful completion.

Where an employee is required to use their FSR certification on behalf of the Employer they will be paid a minimum of the "B" Chargehand rate.

7. Article V – Payment of Wages

- (a) Amend the tool list in Article 509 by:
 - (i) Adding the following items: appropriate Tool Pouch, or tool box on Industrial projects, Needle nose pliers
 - (ii) Replacing Knife with Klein 44200 or equivalent (box cutter style knives are banned on all worksites)
- (b) Amend Article 508(d) by adding the following new sentence: “Where the Employer dismisses an employee for cause they will provide the Local with correspondence outlining the cause for the dismissal.
- (c) Add the following new Article 508(e):
 - (e) When reducing the workforce the Employer will give consideration to the makeup of the remaining crew and the ideal crew composition for mentorship opportunities on the project.
- (d) Amend Article 515(i) by increasing the AD&D insurance for helicopter operations from \$130,000 to \$200,000.

8. Article VIII – Wage Schedule

Add the following new Article 802:

802 Where the Union amends allocations described in Article 801 on a date where there is no scheduled wage adjustment they shall provide a minimum of sixty (60) days notice to the Employer of such change.

9. Article IX – Health & Welfare; Pension/RRSP and Industry Funds

- (a) Replace the table in Article 905(a) with the following:

	Pension Contribution		
	<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>
Local 213	\$	\$	\$
Local 230	\$	\$	\$
Local 993			
Local 1003	\$	\$	\$
	RRSP Contribution		
	<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>
Local 213	n/a	n/a	n/a
Local 230	\$	\$	\$
Local 993			
Local 1003	\$	\$	\$

	Total Retirement Contribution		
	<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>
Local 213	\$	\$	\$
Local 230	\$	\$	\$
Local 993			
Local 1003	\$	\$	\$

(b) Amend Article 905(d) to read as follows:

(d) All contributions for Local 230, 993 and 1003 members will be designated as Union Pension Plan or Registered Retirement Savings Plan contributions in accordance with paragraph (a) above and will be remitted to the home local of the IBEW member.

Example 1: A Local 213 member employed in Local 993 geographical jurisdiction would generate Pension Plan contributions at the Local 993 Total Retirement Contribution amount in paragraphs (a) and (b) above which would be remitted to the Local 213 Pension Plan.

Example 2: A Local 230 member employed in Local 213 geographical jurisdiction would generate Total Retirement Contribution amount at the Local 213 hourly rate in paragraphs (a) and (b) above which would be remitted proportionally to the Local 230 Pension Plan and RRSP proportionally on the same basis as in paragraph (a).

(c) Delete Article 905(g).

(d) Amend the wage schedules to reflect appropriate Pension and RRSP contribution amounts.

10. Article IX – Health & Welfare; Pension/RRSP and Industry Funds

(a) Add the following new Article 919 and renumber the balance of Article IX.

919 Job Ready Dispatch

The Employer shall contribute fifteen cents (\$0.15) per hour worked to the Job Ready Dispatch Program. The program and the amount of this contribution will be managed in accordance with the Letter of Understanding between the Parties.

(b) While not to be included in the Collective Agreement the Parties agree to hire a mutually acceptable consultant to meet with the Parties to review the proposed JRD program and assist in (a) developing the terms of reference for the JRD Committee and (b) establish an anticipated budget for the initial stage of the program including the required initial employer contribution. The JRD Committee will determine the timeline for the consultant to complete their work.

11. Schedule "A"

Amend all Wage Schedules by increasing the rate for the Pre-Apprentice 1 classification to 45% of the Journey rate and the Pre-Apprentice 2 classification to 50% of the Journey rate.

12. Non-ICI Construction Work

The parties agree to establish sub-committees composed of the four Locals and contractors involved in each of the following sectors of work to discuss the establishment of specific working terms and conditions and/or amended classifications to apply to employees performing such work. These discussions will include whether a schedule or addendum attached to the Inside Electrical Workers Agreement is an appropriate format to capture this work or if an alternate format is preferred. These discussions may include monetary and non-monetary items. The sectors of work to be discussed are:

- (a) Service and Maintenance
- (b) Residential Construction
- (c) Tel/Data Work
- (d) High Voltage Testing
- (e) Environmental Controls
- (f) Security Technician

13. Housekeeping

- (a) Update the CRA recognized Overtime Meal reference in Article 303.
- (b) Update the CRA recognized mileage amounts in the Agreement.
- (c) Update all references to "Inside Wireman's Agreement" to the correct "Inside Electrical Workers Agreement".
- (d) Update all wage tables as required for proper formatting and clarity.
- (e) Include the Journey Winder and Journey Welder classifications in Schedule "A".
- (f) Any 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 9th day of March, 2023






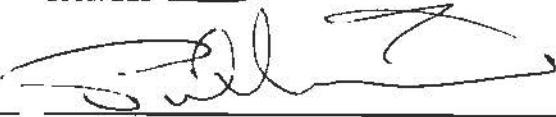

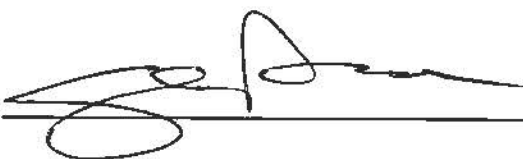

Dated this 9th day of March, 2023

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

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

 _____	 Local 213 _____
 _____	 Local 213 _____
 _____	 Local 230 _____
_____	 Local 993 _____
 _____	 Local 1003 _____

Appendix "A"

Letter of Understanding

Re: Job Ready Dispatch

BY AND BETWEEN:

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

("the "Union")

AND:

Construction Labour Relations Association of BC (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: Job Ready Dispatch

The Parties agree to implement a Job Ready Dispatch Program ("JRD") in accordance with the following terms.

1. The primary purpose of the JRD Program is to ensure all Provincial Occupational Health and Safety regulations are met or exceeded and both Employers and members have ready access to documentation to establish to regulators and owner/clients that necessary training has been provided.
2. Funding for the JRD will be provided through an initial Employer contribution of fifteen cents (\$0.15) per hour worked.
3. A joint committee (the "JRD Committee") will be established, consisting of an equal number of representatives appointed by each of the Union and the Employer for the purpose of managing the funds collected, reviewing the program and addressing issues that may arise or recommending changes to the parties. This committee will meet at least three times per year.
4. Each Local will maintain financial records to account for all funds collected and spent in relation to the JRD Program. These records will be shared with all appointees to the JRD Committee on a monthly basis and reviewed at each meeting.
5. If the JRD Committee determines the contribution amount is higher or lower than required to meet the needs of the JRD it shall make recommendations to the Employer to increase or reduce the

contribution as required. It is recognized this may result in contributions amounts which are different between the locals.

6. The JRD contains a core suite of safety courses. Commencing on a date to be determined by the JRD Committee a member of the union will not be eligible for dispatch to any Employer if any of those certificates are scheduled to expire on a date earlier than the earliest of:
 - a. the completion of the project they are dispatched to; or,
 - b. sixty (60) days following their date of dispatch.
7. The core suite of safety courses is:
 - SiteReadyBC (or equivalent)
 - WHMIS
 - Hearing Test
 - Fall Arrest
 - Arc Flash
 - Confined Space Awareness
 - Level 1 First Aid
 - Elevated Platforms
8. When an employee is hired from outside of British Columbia the Employer will determine the site specific safety courses for that dispatch. Workers will be given preference for the dispatch if they have those site specific courses.
9. The Union retains the right to elect whether to provide this training in-house or contract it to an alternate provider provided that, regardless of method of training, employees receive an industry recognized certificate at the conclusion of each program.
10. In the event one of the core safety course certificates for an employee expires while a member is working on a project one of the following shall occur:
 - a. the Union will arrange to provide the training during either scheduled days off or a Periodic Leave for the employee; or,
 - b. the Employer will provide the required recertification and submit the receipt to the JRD Committee for reimbursement. In the event an employer provides training to an employee they shall provide a copy of any certifications to the Union so they can be added to the member training record.

It is mutually agreed that option (a) above is the preferred method of providing this training and the Employer will not schedule an employee for training without first speaking to the employees' home Local.

11. The JRD will provide the Employer access to training records for all members dispatched to the Employer.

Should the program be cancelled at any time, the JRD Committee will determine how to manage all remaining funds.

Inside Electrical Workers Agreement – 2023 TLMOA (cont'd)

Dated this 9th day of March, 2023

Dated this 9th day of March, 2023

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

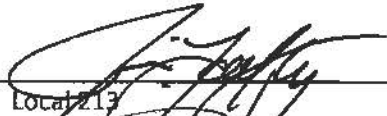
International Brotherhood of Electrical Workers,
Locals 213, 230, 993 & 1003












Local 213




Local 213



Local 230



Local 993



Local 1003

LIST OF SIGNATORY EMPLOYERS * – IBEW LOCAL 213

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 June 1, 2022 the following employers have authorized CLR to bargain a renewal Inside Electrical Workers Collective Agreement with International Brotherhood of Electrical Workers Local 213 and to sign such Agreement on their behalf.

- | | |
|---|--|
| 1. Ainsworth Inc. | 22. Houle Electric Ltd. |
| 2. Andritz Hydro Canada Inc. | 23. Island Technical Installations Ltd. |
| 3. Axis Technical Services Corp. | 24. Mott Electric General Partnership |
| 4. Bantrel Constructors Co. | 25. Mountain View Electric Ltd. |
| 5. Bemister Electric Ltd. | 26. Olympic Controls Inc. |
| 6. BFI Constructors Ltd. | 27. Pacific Northwest Electric & Controls Ltd. |
| 7. Black & McDonald Limited | 28. Pacific Powertech Inc. |
| 8. Canem Systems Ltd. | 29. Plan Group Inc. |
| 9. Celco Controls Ltd. | 30. Plant-A-Lite Products Ltd. |
| 10. Chemco Electrical Contractors Ltd. | 31. Ross Morrison Electrical |
| 11. Cobra Electric Ltd. | 32. Sasco Contractors Ltd. |
| 12. Cobra Electric Interior Services LP | 33. Schneider Electric Canada |
| 13. Elworthy Electrical Services Ltd. | 34. South East Construction BC L.P. |
| 14. enCompass Electrical Solutions | 35. Sunny Corner Enterprises Inc. |
| 15. ESC Automation | 36. Tracer Industries Canada Limited |
| 16. Fluor Constructors Canada Ltd. | 37. United Power Ltd. |
| 17. Four Star Electric Ltd. | 38. Waiward Industrial LP |
| 18. Fred Welsh Ltd. | 39. Western Pacific Enterprises GP |
| 19. Ganotec West ULC | 40. Western Technical Installations Ltd. |
| 20. Harbourview Electric Ltd. | 41. Westwood Industrial Electric Ltd. |
| 21. Honeywell Limited | 42. Worley Industrial Services ULC |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above list of Signatory Employers.

LIST OF SIGNATORY EMPLOYERS * – IBEW LOCAL 230

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 June 1, 2022 the following employers have authorized CLR to bargain a renewal Inside Electrical Workers Collective Agreement with International Brotherhood of Electrical Workers Local 230 and to sign such Agreement on their behalf.

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|---|--|
| 1. Andritz Hydro Canada Inc. | 15. Pacific Northwest Electric & Controls Ltd. |
| 2. Axis Technical Services Corp. | 16. Pacific Powertech Inc. |
| 3. Black & McDonald Limited | 17. Plan Group Inc. |
| 4. Canem Systems Ltd. | 18. Raylec Power Ltd. |
| 5. Chemco Electrical Contractors Ltd. | 19. Sasco Contractors Ltd. |
| 6. E.H. Emery Electric Ltd. | 20. Schneider Electric Canada |
| 7. ESC Automation | 21. South East Construction BC L.P. |
| 8. F & M Installations Ltd. | 22. Sunny Corner Enterprises Inc. |
| 9. Fluor Constructors Canada Ltd. | 23. Thomis Electric Ltd. |
| 10. Honeywell Limited | 24. Tracer Industries Canada Limited |
| 11. Houle Electric Ltd. | 25. Waiward Industrial LP |
| 12. Island Technical Installations Ltd. | 26. Western Technical Installations Ltd. |
| 13. Island Temperature Controls Ltd. | 27. Worley Industrial Services ULC |
| 14. Lee Mac Electric Ltd. | |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above list of Signatory Employers.

LIST OF SIGNATORY EMPLOYERS * – IBEW LOCAL 993

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 June 1, 2022 the following employers have authorized CLR to bargain a renewal Inside Electrical Workers Collective Agreement with International Brotherhood of Electrical Workers Local 993 and to sign such Agreement on their behalf.

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|--|--|
| 1. Andritz Hydro Canada Inc. | 18. Pacific Northwest Electric & Controls Ltd. |
| 2. Axis Technical Services Corp. | 19. Pacific Powertech Inc. |
| 3. Bantrel Constructors Co. | 20. Plan Group Inc. |
| 4. BFI Constructors Ltd. | 21. Sasco Contractors Ltd. |
| 5. Black & McDonald Limited | 22. Schneider Electric Canada |
| 6. Brasco International Inc. | 23. Smithers Electric |
| 7. Canem Systems Ltd. | 24. South East Construction BC L.P. |
| 8. Chemco Electrical Contractors Ltd. | 25. Sunny Corner Enterprises Inc. |
| 9. Cobra Electric Interior Services LP | 26. T L & T Electric Ltd. |
| 10. ESC Automation | 27. Tracer Industries Canada Limited |
| 11. Fluor Constructors Canada Ltd. | 28. United Power Ltd. |
| 12. Houle Electric Ltd. | 29. Voith Hydro Inc. |
| 13. Island Technical Installations Ltd. | 30. Waiward Industrial LP |
| 14. KBR Industrial Canada Co. | 31. Western Technical Installations Ltd. |
| 15. Lockerbie & Hole Eastern Inc. | 32. Westward Industrial Projects Ltd. |
| 16. Lorneville Mechanical Contractors Ltd. | 33. Worley Industrial Services ULC |
| 17. Mountain View Electric Ltd. | |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above list of Signatory Employers.

LIST OF SIGNATORY EMPLOYERS * – IBEW LOCAL 1003

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 June 1, 2022 the following employers have authorized CLR to bargain a renewal Inside Electrical Workers Collective Agreement with International Brotherhood of Electrical Workers Local 1003 and to sign such Agreement on their behalf.

- | | |
|--|--|
| 1. Andritz Hydro Canada Inc. | 10. Pacific Northwest Electric & Controls Ltd. |
| 2. Axis Technical Services Corp. | 11. Pacific Powertech Inc. |
| 3. Black & McDonald Limited | 12. Plan Group Inc. |
| 4. Chemco Electrical Contractors Ltd. | 13. South East Construction BC L.P. |
| 5. Cobra Electric Interior Services LP | 14. Sunny Corner Enterprises Inc. |
| 6. ESC Automation | 15. Tracer Industries Canada Limited |
| 7. Fluor Constructors Canada Ltd. | 16. Waiward Industrial LP |
| 8. Island Technical Installations Ltd. | 17. Western Technical Installations Ltd. |
| 9. Martech Electrical Systems Ltd. | 18. Worley Industrial Services ULC |

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