

## MEMORANDUM OF AGREEMENT

BETWEEN:

**ELECTRICAL CONTRACTORS ASSOCIATION OF OTTAWA**

("ECA OTTAWA")

-AND-

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 586**

("Local 586")

The parties agree to make the following changes to the Local 586 Ottawa Local Appendix to the Principal Agreement effective May 1, 2025. The parties further agree that the changes in below, except paragraph 1 and 2, will expire April 30, 2028, unless the parties mutually agree otherwise. By no later than October 1, 2027, the parties will meet to discuss whether the changes set out below should be extended beyond April 30, 2028.

### **1. Foremen**

The wage schedule (Clause 900 H.1) is amended to increase the Foreman rate differential to 15% and to increase the General Foreman rate differential to 25%.

### **2. Parking**

Clause 1104 is amended so that the maximum parking allowance reimbursement is increased to \$20 effective May 1, 2025, \$23 effective May 1<sup>st</sup>, 2026, and \$25 effective May 1, 2027. Employees must present a valid parking receipt. Parking allowance

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reimbursement will be weekly in the following pay period.

### **3. Bereavement Leave**

Amend clause 900 H.1 to provide that the ECA Fund will remit \$0.02/hour to the Health and Welfare Fund to pay for the Bereavement Pay benefit. Bereavement Pay benefit will be \$400.00 dollars per day, and prorated for Apprentices. The accounting of the \$0.02/hr amount is to be reviewed biannually and adjusted for any overage or underage, as may be necessary.

The following new Clause 1011 will be included:

#### **Clause 1011**

- A. For the purposes of this clause, immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.
- B. Where a member of his/her immediate family dies, an employee shall be entitled to 2 days paid bereavement leave. The payment will be made by the Health & Welfare Fund.
- C. ECA Ottawa will adjust contributions to the Health & Welfare Fund to ensure that the obligation to pay bereavement leave is fully funded by the contractors.

### **4. Journeyperson-to-apprentice ratios**

The following new Letter of Understanding will be included:

#### **Letter of Understanding re journeyperson-to-apprentice ratios**

In the jurisdiction of the Local 586, contractors will observe the following journeyperson to apprentice ratio for journeyperson electricians and apprentice electricians. The number of apprentices who may be employed

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in relation to the number of journeypersons employed by the Contractor shall not exceed,

- (a) for the first journeyperson, one apprentice;
- (b) for the second journeyperson, an additional apprentice;
- (c) for the third journeyperson, an additional apprentice;
- (d) for the fourth journeyperson, an additional apprentice;
- (e) for the fifth journeyperson, an additional apprentice;
- (f) for the next two additional journeypersons, an additional apprentice;
- (g) for every two additional journeypersons thereafter until 20 journeypersons are employed, an additional apprentice;
- (h) for the next three additional journeypersons after 20 journeypersons are employed, an additional apprentice;
- (i) for every three additional journeypersons thereafter, an additional apprentice.

These ratios may be adjusted on particular projects, with permission of the Business Manager which shall not be unreasonably withheld, where market conditions make this necessary.

## **5. Minor Construction Project Agreement**

The parties will enter into a separate Minor Construction Projects Agreement.

Minor Construction Projects will be defined as small projects (including, but not limited to, retail space, light commercial tenant fit up projects, dental offices, medical offices etc.) to a maximum of **2500 hours**.

There will be a 40-hour work week (five 8-hour days, Monday to Friday) under the Minor Construction Projects Agreement. In addition, the Contractor will be permitted to schedule work to commence at 6:30 am

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and, in this case, work performed between 6:30 a.m and 7:00 a.m will be paid at the straight time hourly rate.

Other conditions, as per the Principal Agreement, will be unchanged.

Contractors will be able to use the Minor Construction Projects Agreement on jobs that meet the definition of Minor Construction Projects in this Memorandum and in the Minor Construction Projects Agreement without obtaining the prior approval of the Business Manager so long as they provide advance notice to the Business Manager and to ECA Ottawa by email using the form provided by the Business Manager to ECA Ottawa for this purpose.

As a condition of using the Minor Construction Project Agreement, the Contractor will comply with the following rule. If the project requires more than 4 workers, the 5<sup>th</sup> worker will be hired from the union's out of work list, and every second worker thereafter will be hired from the union's out of work list.

A violation of this provision by the Contractor will attract Blouin Drywall damages.

The Contractor will not be permitted to transfer employees from or to projects covered by the Minor Construction Projects Agreement to or from other projects except at the commencement of the work week and only with 72 hours' notice to affected employees.

It is agreed that the purpose of the Minor Construction Projects Agreement is to increase IBEW market share. Accordingly, it is agreed that ECA Ottawa and Local 586 will meet twice a year to review how and to what extent the Minor Construction Projects Agreement is being used and also to review contractor compliance with the rules governing the Minor Construction Projects Agreement.

## **6. Shifts**

The second paragraph in clause 808 will be amended by replacing "20%" with "25%". It will read as follows:

Employees not on day shift shall be paid at the regular rate of wages plus twenty five percent (25%) for a seven (7) hour shift in a twenty-four (24) hour period and must have at least an eight (8) hour layover before reporting to work. Otherwise, double (2 times) the regular rate of wages will apply until Employee receives the same.

## **7. Regular Hours**

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The first and second paragraph of Clause 800 (REGULAR HOURS) shall be amended as follows:

The regular hours of work in Ottawa shall be eight (8) hours per day Monday to Thursday between the hours of 8:00 am to 12:00 noon, and from 12:30 pm to 4:30 pm and Friday, four hours between the hours of 8:00 am and 12:00 noon.

The regular hours of work in Ottawa shall be thirty-six (36) hours per week. By mutual agreement of the parties, the above noted hours may be worked equally over four (4) consecutive days.

#### **8. Add (new) "801 Shifting Work Week"**

This clause applies only to block work and to slab work.

In accordance with clause 800, the four consecutive workdays may be worked on any four days (i.e. Monday to Thursday, and/or Tuesday to Friday) provided that the Contractor provides the Business Manager with a work schedule that shows which employees will be working Monday to Thursday and which employees will be working Tuesday to Friday. The schedule must be provided prior to the commencement of the work week.

The Contractor will observe the following additional conditions. There will be no make up day from one Monday to Thursday shift or Tuesday to Friday shift to the other in any given week. Clause 801 will not apply to jobs that are governed by a Project Labour Agreement. Employees assigned to work a Monday to Thursday shift or a Tuesday to Friday shift must consent to the assignment.

#### **9. OYAP**

The IBEW and ECA Ottawa will agree to participate in, support and promote a Grade 12 OYAP program. The following terms and conditions will apply.

- each candidate will be paid \$5000 dollars at the successful completion of their term and the contractor will pay \$5000 into the stabilization fund for each candidate who successfully completes their term; payment will be made within one week after successful completion of the term
- OYAP students will be subject to an interview prior to acceptance and will be required to take IBEW Local 586's one-day Introduction to IBEW/ Health and Safety course and will have to be cleared for work by Local 586 prior to starting
- OYAP students will be permitted to perform the same scope of duties as 1<sup>st</sup> term





- apprentices
- OYAP students will not work outside of the regular hours of work established in the Principal Agreement
  - there will be a limit of One (1) OYAP student per job site.
  - only Grade 12 Students will qualify for this program
  - there will be a maximum of 25 candidates per school term.
  - the school board will be responsible for all necessary training prior to the candidate starting
  - the school board will be responsible for registering students as an apprentice in the 309A Electrician trade for Ontario.
  - any termination of a candidate must be done with the agreement of IBEW Local 586 and ECA Ottawa.

#### **10. Maintenance & Service Work**

The first paragraph of Clause 1601 (c) "Hours of Work" shall be amended as follows:

A service worker who is "on call" shall receive a minimum of one (1) hour's pay per day on weekends and holidays and shall receive one-half of an hour's pay on weekdays even if they did not receive a service call. If they do receive a service call, they will not receive the "on call" pay for that day.

**Local 586 ECA Ottawa**

**Dated at Toronto this 21th day of January 2025**

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**LOCAL AREA APPENDIX SIGN-OFF  
FOR THE 2025/2028 ROUND OF BARGAINING**

In accordance with the Joint Proposal between the International Brotherhood of Electrical Workers (IBEW) and the International Brotherhood of Electrical Workers – Construction Council of Ontario (IBEW CCO) and the Electrical Trade Bargaining Agency (ETBA) of the Electrical Contractors Association of Ontario (ECAO), IBEW Local Union 586 and the Local Electrical Contractors Association of OTAWA mutually agree to settle the Local Appendix on the following conditions:  
(Full text of agreed items **OR** attach same as Schedule #1 if more space is required).

SEE ATTACHED

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Dated at 11:30, Ontario this 27 day of JANUARY, 2025

For the International Brotherhood of  
Electrical Workers, Local Union 586

For the Electrical Contractors Association  
of OTAWA

  
Local Union Business Manager

  
Local ETBA Representative

Cc: IBEW CCO michelle@ibewcco.org  
ETBA jtravers@ecao.org

