

Clause 1000 (u)

DELINQUENT CONTRACTORS

(u) An Employer, who on two or more occasions in the past twelve months, has failed to remit the required payment(s) by the fifteenth (15th) day of the month following the original remittance date, shall be deemed to be a persistently delinquent employer ("Persistently Delinquent Employer").

It is agreed that a Persistently Delinquent Employer, in addition to paying any outstanding payments and penalties forthwith, shall be required, upon ten days written notice by the Administrator, to post a bond or cash equivalent with the Administrator in the amount of two times their last month's paid remittance (the "Required Amount").

The Administrator shall have the right to apply the bond or cash equivalent to any outstanding payments and penalties and to require the Persistently Delinquent Employer to replenish the bond or cash equivalent to the Required Amount. This bonding requirement applies to a Persistently Delinquent Employer in addition to and notwithstanding any other remedy available against a Persistently Delinquent Employer under the Principal Agreement or otherwise. A Persistently Delinquent Employer who, having posted the required bond or cash equivalent, remits the required payment (s) each month as and when due for a period of twelve consecutive months or more shall cease to be a Persistently Delinquent Employer and the bond shall be relinquished or the cash equivalent returned to the Employer.

The employees of a Persistently Delinquent Employer, who has not posted and maintained the required bond or cash equivalent as required, shall be notified by the Administrator of the circumstances and be informed that, if the required bond or cash equivalent is not posted or maintained by their Employer immediately, they will be at risk of losing their benefit entitlements under the Plan.

In the event that the Administrator receives a cash equivalent rather than a bond from the Persistently Delinquent Employer, the Administrator shall deposit the cash into a separate interest bearing account with a chartered bank, trust company or credit union and the interest on those funds shall be added to and form part of the Required Amount to be held by the Administrator.

In the event of the insolvency or bankruptcy of the Persistently Delinquent Employer, the bond or cash equivalent held by the Administrator shall be deemed to have been held in trust on account of the required payments, paid in advance for employees of the Persistently Delinquent Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Persistently Delinquent Employer for which the Administrator has not received any of the required payments and the Administrator shall be entitled to apply the bond or cash equivalent to any outstanding payments.

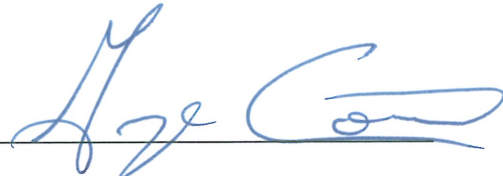
Executed by the Association and the Union this 17th day of March, 2016 in the City of Toronto, in the Province of Ontario.

**THE ELECTRICAL CONTRACTORS
ASSOCIATION OF CENTRAL
ONTARIO**



Bob Ritzmann
ETBA Representative
ECACO

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 804**



George Couch
Business Manager / Financial Secretary
IBEW Local Union 804