

# You Ought To Know

ISSUE: 7

## Is the National Day of Truth and Reconciliation a statutory holiday?

During this last round of collective bargaining, the parties agreed to add the National Day of Truth and Reconciliation as a Statutory Holiday in Clause 805. The day, marked on September 30 each year, honours the children who never returned home and survivors of residential schools, as well as their families and communities.

September 30 falls on a Friday this year. IBEW members are already compensated for all statutory holidays included in the Principal Agreement, from the 12% allocated on the wage spreadsheet. If, however, IBEW members work on September 30, they shall be paid overtime in accordance with the applicable section of the Principal Agreement.

Several other trades also added this holiday during the last round of bargaining including Mechanical-Plumbing/Pipefitters, Sheet Metal Workers, Ironworkers and Demolition. Some other trades were required to recognize the day pursuant to the language of their collective agreement, such as the Boilermakers and Sprinkler Fitters.

## What do I need to know about Subcontracting?

We realize that not all our members perform all of the work covered by the Principal Agreement and sometimes need to subcontract to other companies. It is important that all ECAO members know that it is a violation of our Principal Agreement to subcontract work, directly or indirectly, under the jurisdiction of the Agreement to a contractor who is not signatory to the Agreement.

It is also a violation to initiate an arrangement with an owner or general contractor to subcontract work to a contractor who is not signatory to the Agreement.

Examples of violations would include:

- Using a non-union firm to perform work that is included in the scope of the Principal Agreement
- Suggesting that a General Contractor give the communications portion of the job to a non-union contractor
- Working with a client to find a non-union contractor to perform the communications portion of the job

The IBEW has filed eleven (11) grievances against signatory contractors since July, and more are expected. A few of these have been resolved. Below is a summary of the issues (i.e. allegations by IBEW) being grieved:

Number of Grievances	General issue/allegation
8	Subcontracting low voltage work, including communications and security work, to non-union companies (such as Marcomm).
1	Subcontracting communications and security work to non-union companies, who then subcontracted the work to signatory contractors.
1	Related employer: Contractor purchased non-union company and merged with them; now perform fire protection and security installation work using non-union.
1	Subcontracted communications work to a contractor who is signatory to the Carpenters (will likely become a Jurisdictional Dispute).

Language was added to Section 505 during the last round of bargaining and can be found on page 3.

## What was the impact of the negotiated increases of the other trades?

In the Joint Proposal for this round of bargaining, the parties agreed to compare our settlement with the average of the two highest settlements after eight agreed-upon comparison trades have settled their wage packages. As mentioned in our May issue of You Ought to Know, these were the eight included trades:

- Ironworker/Structural and Ornamental
- Millwright
- Boilermaker
- Operating Engineer
- UA Plumber/Steamfitter
- UA Refrigeration
- UA Sprinkler Fitter
- Sheet Metal worker

Given the increases negotiated by some of those trades, ETBA and the IBEW agreed that the Post Negotiated Wage Adjustment (PNWA) would hit the cap of \$1.00.

Wage schedules for May 1, 2023, and May 1, 2024 have been modified (or are in the process of being modified) to increase the wage package by 50 cents each of those two years.

	Negotiated		With \$1.00 PNWA	
May 1, 2022	\$3.00	4.4%	\$3.00	4.4%
May 1, 2023	\$1.65	2.3%	\$2.15	3%
May 1, 2024	\$1.40	1.9%	\$1.90	2.6%
<b>TOTAL</b>	<b>\$6.05</b>	<b>8.6%</b>	<b>\$7.05</b>	<b>10%</b>

## Does Your Company Need an Electronic Monitoring Policy?

According to the Employment Standards Act (ESA), employers who electronically monitor employees and employed 25 or more employees on January 1, 2022 are required to have a written policy in place by October 11, 2022 regarding their electronic monitoring practices.

For 2023 onward, employers with 25 or more employees on January 1 and electronically monitor employees must have a written Electronic Monitoring Policy by March 1st of that year. Part time and casual workers each count as one employee when determining the number of employees on January 1. If an employer has multiple locations, all employees are included in the calculation. For example, if there have 7 job sites with 4 employees on each site, there are 28 employees.

Specifically, the Policy must state whether electronic monitoring occurs, when it happens, in what circumstances employees are monitored, and for what purposes the employer may use the monitored information. While the ESA does not specifically define “electronic monitoring”, it provides examples of what constitutes monitoring such as GPS tracking, the use of electronic sensors and tracking websites. The Policy is not limited to devices or electronic equipment issued by the employer, or monitoring that happens while an employee is at the workplace (i.e. hybrid workplaces).

All employees, including managers, need to be covered by the Policy; however, the Policy does not need to be the same for all groups of employees. For example, an Electrician may have their vehicle tracked by GPS or have their work phone monitored, whereas an office administrative assistant may have their work laptop’s website history tracked.

If you need an Electronic Monitoring Policy and don’t know where to start, please contact Jodi Travers at [jtravers@ecao.org](mailto:jtravers@ecao.org), to get a template policy that can be modified to suit your workplace.



## 505 SUBCONTRACTING

**A.** The Company shall not directly or indirectly contract, subcontract, or sublet any work under the jurisdiction of this Agreement to any other Employer or Employee who is not a Party to an IBEW Construction Agreement nor require any Employee to work on a piecework basis.

**B.** (i) Without limiting the application of the subcontracting provisions contained in Section 505 A of the provincial section of this Agreement, it shall be a violation of this Agreement for an Employer to initiate an arrangement with an owner or general contractor to contract or subcontract a portion of the work included in the electrical tender to another contractor who is not bound by this Agreement

(ii) Where a grievance alleging that Section 505 B has been violated is referred to arbitration, the Employer shall adduce at the arbitration hearing all facts within its knowledge that are material to the allegation.

(iii) It shall remain the discretion of each Employer to bid any or all portions of a bid package, notwithstanding anything in this Agreement.

(iv) The Employer will advise the owner or general contractor, as the case may be, of the above provisions in the event that it arranges for an owner or general contractor, as the case may be, to contract or subcontract a portion of the work covered by the electrical tender to another contractor.