



**EXCELLENCE
AT WORK**

TO: Members of IBEW Local 353

RE: Letter of Agreement – ECAO and IBEW and IBEW CCO

Dear Brothers and Sisters:

We are experiencing an un-precedented social/medical/political phenomena that is, at the same time, causing behaviour of hysteria and a fiercely unwavering in your right to continue to work, should you wish. We have supported you at every step and will continue to do to ensure your Health and Safety.

The Union is continuing to monitor the development of the COVID-19 Pandemic, which includes attending job sites. Your Business Representatives/Organizers and the Local 353 Staff are diligently working to ensure your safety and to continue to provide the individual services that you expect.

We have, collectively, the members and staff of IBEW Local 353 upheld the 117 years of proud service that has distinguished us from the alternatives.

On Friday March 27, 2020, the Construction Council of Ontario, the body which represents the 11 IBEW locals throughout the Province of Ontario, came to the very difficult decision to amend the Principal Agreement and Local Appendices, permitting the scheduling of work outside regular hours without enforcing the Shift provisions. A copy of the Memorandum of Agreement is attached however the relevant language is copied below:

1. an employer wishing to establish a new shift on a job on or after March 27, 2020 in order to facilitate physical distancing as a result of COVID-19, may apply to the Local Business Manager, with advance notice, to waive any shift premium that would otherwise apply. The Local Business Manager may grant the waiver, unless the Local Business Manager has cause for declining to do so.

Any departure from the hard-earned gains in collective bargaining is done with serious consideration of all of the circumstances. As you see above, employers may apply to the Local Business Manager, who may grant the waiver. There is no absolute right to depart from our long established and bargaining rights. In fact, the MOA is expressly related to facilitating physical distancing at the workplace. We all recognize the importance that physical distancing plays. It is recognized, by all Health Organizations, as one of the primary undertakings to prevent the spread of COVID-19.

It is in this context that we will consider applications for waiving shift premiums.

**Business Manager/
Financial Secretary**
Steven Martin

President
Robert White

Vice-President
Jeff Irons

Recording Secretary
Bill Acorn

Treasurer
Jan de Jong

**Business
Representatives**

Jeff Blackwell
Lee Caprio
Sal Maltese
Daryl McKinnon
Craig McLeod
John Mightis
Ken Nicholl
Ted Szwec
Joey Vandenbos
Brian Ware
Brian Wilkie

Chief Counsel
Michael O'Brien

Controller
Jane Clifford

Examining Board
Chris Borgia
Robert McGregor
Karen Pullen

Executive Board
James Belanger
Les Carbonaro
Jodi Hill
Joe Marcello
Howard McFadden
Jason Mitchell
Aaron Zboch-Alves

Organizers
Tony Chiappetta
William Finnerty
Jeff Hegarty
Rudy Lucchesi
Gord Nye
Derrick Smith
Andrew White

WSIB Consultant
Gary Majesky

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

1377 Lawrence Avenue East, Toronto, Ontario, Canada M3A 3P8
416.510.3530 • Fax 416.510.3531 • www.ibew353.org • inquiries@ibew353.org

Serving Our Community Since 1903



MEMORANDUM OF AGREEMENT

BETWEEN:

**IBEW CONSTRUCTION COUNCIL OF ONTARIO and INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

(the "Union")

- and -

**THE ELECTRICAL TRADE BARGAINING AGENCY OF THE ELECTRICAL
CONTRACTORS ASSOCIATION OF ONTARIO**

("ECAO")

Having regard to the current COVID-19 emergency in the Province of Ontario and in order to better protect IBEW members by facilitating physical distancing at the workplace, the parties agree to the following temporary measure effective immediately:

1. Despite the provisions concerning premium pay for shifts in Section 808 in the Provincial Section of the Principal Agreement, Section 805 of the Provincial Line Work Agreement, Section 704 of the Communications Agreement, and in the Local Appendices, an employer wishing to establish a new shift on a job on or after March 27, 2020 in order to facilitate physical distancing as a result of COVID-19, may apply to the Local Business Manager, with advance notice, to waive any shift premium that would otherwise apply. The Local Business Manager may grant the waiver, unless the Local Business Manager has cause for declining to do so.
2. This Agreement will terminate 7 days after written notice is given by the Union to the ECAO.

R.G. Aitken

ECAO

Jan B.
IBEW-CCO

B. McNamee

IBEW

DATED: March 27, 2020