



# IBEW LOCAL 353

## Pension & Benefit Plans

### IBEW LOCAL 353 TRUST FUNDS

### MERIT EMPLOYER REPORTING APPLICATION FORM

#### 1. Company Information (please print clearly in ink)

Company Name		CRA Business Number	
Unit No.	Address		
City	Province	Postal Code	
Phone Number	Fax Phone	E-Mail Address	

#### 2. Primary Contact Information

Last Name	First Name
Phone Number	E-Mail Address

#### 3. Access Request

Last Name	First Name
Phone Number	E-Mail Address

Last Name	First Name
Phone Number	E-Mail Address

This Application/Agreement Form ("Agreement") is made as of the signed date below, between TEIBAS and the "Employer" listed above. This Agreement sets forth the terms and conditions under which the parties agree that the Employer may obtain licenses to use TEIBAS's proprietary application and related user documentation for the Employer Reporting Tool. This Agreement incorporates all the terms and conditions of the Terms of Use. By signing below, the Employer certifies that it has read, and agrees to be bound by the terms and conditions on the reverse side, and the Terms of Use.

Name of Company Officer \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# MERIT

## TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 "Registered Users" means individuals who have registered through the Employer with TEIBAS and are authorized to access the Application using a user name and password supplied by TEIBAS.

1.2 "Terms of Use" means the terms and conditions for use of the Application that are posted on the home page of the employer electronic reporting tool, as amended from time to time.

1.3 "Application" means the specific object code modules provided under this Agreement comprising the employer electronic reporting tool, including any related modules, error corrections and updates thereto, as provided by TEIBAS to Employer, or as accessed by the Employer through the TEIBAS website.

### 2. GRANT OF RIGHTS; OWNERSHIP

2.1 Grant of License; Ownership: Subject to the terms and conditions of this Agreement, TEIBAS grants to Employer a nonexclusive, nonsublicensable, nontransferable license, to permit Registered Users to access and use the licensed Application in accordance with the Terms of Use; and to make a reasonable number of copies of the related user documentation that accompanies the Application. TEIBAS and its licensors presently own and will continue to own all rights, title, and interest in and to the Application and all worldwide intellectual property rights therein, as set out in the Terms of Use.

2.2 License Restrictions: The license granted herein is limited as set out in the Terms of Use, and is limited to the Employer and its Registered Users. Employer's rights in the Application will be limited to those expressly granted in this Agreement, and TEIBAS reserves all other rights.

2.3 Responsibilities of Employer: The employer shall: (i) be responsible for all activities that occur under Employer's account; (ii) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data, information or material entered into the Application by Employer; and (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Application, and notify TEIBAS promptly of any such unauthorized use. Employer shall be responsible for those persons given access to the Application and their compliance with the provisions of this Section 2.3 and the Terms of Use.

### 3. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY

TEIBAS makes no representation, warranty or guarantee regarding the Application, and is not liable for any damages of any kind, as set out in the Terms of Use.

### 4. TERM AND TERMINATION

4.1 Term This Agreement: will begin on the date signed and will remain in effect until Employer discontinues use of such Application or until the Agreement is otherwise terminated in accordance with the terms of this Agreement. Terminations of this Agreement shall be made in writing.

4.2 Termination for Breach: Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement, and fails to cure such breach within thirty (30) days after written notice thereof. Termination of this Agreement by either party will be without prejudice to any other right or remedy of such party.

4.3 Effect of Termination: Upon any termination of this Agreement, Employer will at TEIBAS' request, destroy TEIBAS confidential information that pertains to the Application, in its possession or control and all copies and portions thereof, in all forms and types of media, and provide TEIBAS with an officer's written certification, certifying to Employer's compliance with this section.

### 5. MISCELLANEOUS

5.1 Assignment: This Agreement and the rights hereunder are not transferable or assignable by Employer without the prior written consent of TEIBAS, except to a person or entity who acquires all or substantially all of the assets or business of Employer, whether by sale, merger or otherwise. TEIBAS may assign or transfer this Agreement without Employer's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

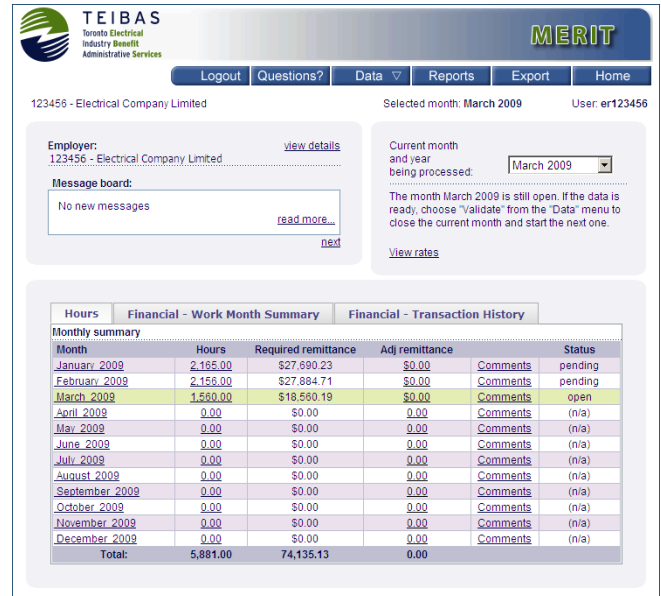
5.2 Notices: All notices, demands or consents required or permitted under this Agreement shall be in writing to the addresses on the first page of the Agreement, or as the parties otherwise direct. Notice shall be considered effective on the earlier of actual receipt, or five (5) days after posting when sent via certified Canada Post mail.

5.3 Severability: If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. This Agreement, including all referenced documents, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.

5.4 Force Majeure: Except for Employer's obligations to pay TEIBAS hereunder, neither party shall be liable to the other party for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to, labour disputes, strikes, lockouts, shortages of or inability to obtain labour, energy, raw materials or supplies, war, riot, act of God, internet failures or governmental action.

## 1. LOGIN

MERIT can be found at <https://merit.teibas.com>. Enter your employer code, username, and password provided by TEIBAS.

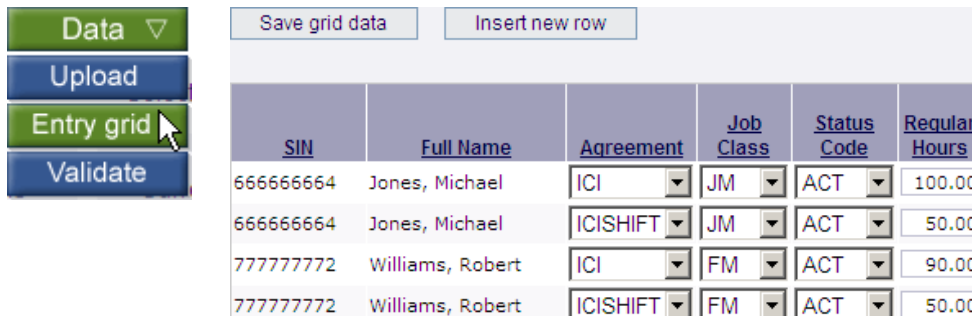


The screenshot shows the MERIT web application interface. At the top, there is a navigation menu with options: Logout, Questions?, Data, Reports, Export, and Home. Below the menu, the user is logged in as 'er123456' for 'Electrical Company Limited'. The current month being processed is 'March 2009'. There is a message board indicating 'No new messages'. A 'Current month and year being processed' dropdown is set to 'March 2009'. Below this, there is a 'View rates' link. The main content area shows a 'Monthly summary' table with columns for Month, Hours, Required remittance, Adj remittance, Comments, and Status. The table shows data for January through December 2009, with a total of 5,881.00 hours and 74,135.13 in required remittance for the year.

## 2. ENTER DATA

Select **Data** from the top menu and then **Entry grid**. Enter the hours for each employee ensuring that the agreement and job class are correct. If another line is required for a new employee or for a change in job class, select **Insert new row**.

When you finish entering the hours for each employee, select **Save grid data**.

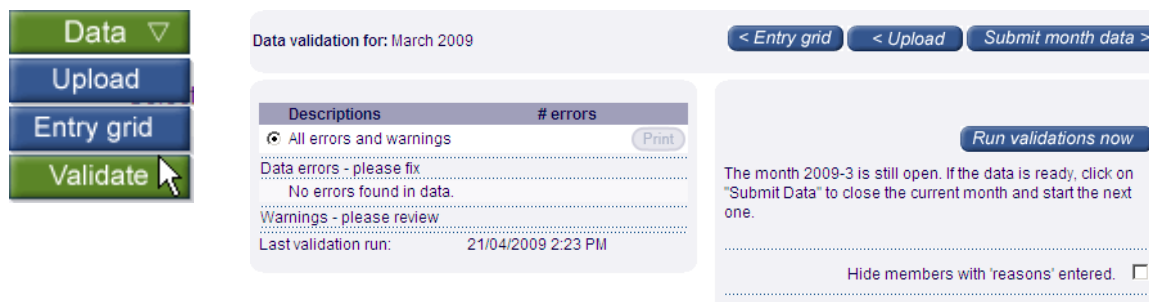


The screenshot shows the 'Entry grid' interface. On the left, there is a vertical menu with options: Data, Upload, Entry grid, and Validate. The 'Entry grid' option is selected. At the top, there are buttons for 'Save grid data' and 'Insert new row'. The main area contains a table with columns: SIN, Full Name, Agreement, Job Class, Status Code, and Regular Hours. The table has four rows of data for two employees: Michael Jones and Robert Williams, each with two entries for different agreements (ICI and ICISHIFT).

SIN	Full Name	Agreement	Job Class	Status Code	Regular Hours
666666664	Jones, Michael	ICI	JM	ACT	100.00
666666664	Jones, Michael	ICISHIFT	JM	ACT	50.00
777777772	Williams, Robert	ICI	FM	ACT	90.00
777777772	Williams, Robert	ICISHIFT	FM	ACT	50.00

## 3. VALIDATE AND SUBMIT DATA

Select **Data** from the top menu and then **Validate**. Select **Run validations now**. MERIT will check the data and provide warnings and errors for you to review. These warnings will not prevent you from proceeding but data errors must be fixed. Select **< Entry grid** to return to the data you entered.



The screenshot shows the 'Data validation' interface. On the left, there is a vertical menu with options: Data, Upload, Entry grid, and Validate. The 'Validate' option is selected. At the top, there are buttons for '< Entry grid', '< Upload', and 'Submit month data >'. The main area shows the results of a validation run for March 2009. It indicates that there are no errors found in the data. There is a 'Run validations now' button. Below this, there is a checkbox for 'Hide members with 'reasons' entered'.

Select **Submit month data >**.

**Submit month data >**

#### 4. CONFIRMATION STATEMENT AND DATA SUBMISSION

A confirmation statement will appear. Confirm the total hours and required remittance for each agreement and job class. Select **Print this statement**. The Confirmation Statement must be signed and accompany the remittance cheque.

Once confirmed, select **Submit >** from the top left corner. This will inform TEIBAS that your data entry is complete and the remittance is being sent. Cheques may be post-dated to the 20<sup>th</sup> of the month.

**Submit >**      **Print this statement**      **Close window**

**TEIBAS**  
Toronto Electrical  
Industry Benefits  
Administrative Services

705 - 110 Sheppard Ave. E.,      <http://www.teibas.com/>  
Toronto, ON, M2N 6Y8  
Phone 416-637-6789 Toll-free 1-800-267-0602 Fax 416-637-6790

**Confirmation Statement**  
**March 2009**

The report and payment are due by the 20<sup>th</sup> of the month following the month that the hours were worked. Please make the cheque payable to "IBEW 353 Local 1000" and provide payment with this confirmation statement to TEIBAS.

**Electrical Company Limited - 123456**  
123 Anywhere Street  
Someplace Ontario  
Canada A1B 2C3

**Ensure you select Submit > to complete the process.**

<u>Agreement</u>	<u>Total Hours</u>	<u>Required Remittance</u>
<b>ICI</b>		
Apprentice: 2nd Term	100.00	\$1,121.00
Foreman	210.00	\$2,717.40
Journeyman	995.00	\$12,527.05
<b>ICISHIFT</b>		
Foreman	50.00	\$774.00
Journeyman	50.00	\$752.50
<b>MO-ICI</b>		
Journeyman	155.00	\$284.41
<b>Totals</b>	<b>1,560.00</b>	<b>\$18,176.36</b>
	G.S.T.	\$17.56
	R.S.T.	\$366.27
	<b>Total for the Month</b>	<b>\$18,560.19</b>
	<b>Prior Variance</b>	<b>\$11,150.27</b>
	<b>Total Due</b>	<b>\$29,710.46</b>

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notes**  
GTECA is registered for GST (#R123597882)  
GST is calculated on the GTECA "association" contribution.  
RST is calculated on the health & welfare contribution.  
Keep a copy of this form for tax credit purposes.

Data Submitted Date:  
Confirmation Print Date: 29 Apr 2009

# IBEW LOCAL 353 TRUST FUNDS PRE-AUTHORIZED DEBIT APPLICATION FORM

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## 1. Company Information (please print clearly in ink)

Company Name		
Unit No.	Address	
City	Province	Postal Code
Phone Number	Fax Number	E-Mail Address

## 2. Financial Institution

Name of Institution		
Bank Number	Transit Number	Account Number

\*Please attach VOID cheque

## 3. Authorized Signature(s)

Last Name	First Name
Phone Number	E-Mail Address

Signature \_\_\_\_\_ Date \_\_\_\_\_

Last Name	First Name
Phone Number	E-Mail Address

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Please refer to the New Employer Package for the Terms and Conditions