

# **PROVINCIAL LINEWORK AGREEMENT**

**FOR WORK OUTSIDE THE ICI SECTOR**

**Made and entered into  
Between**

**THE ELECTRICAL CONTRACTORS  
ASSOCIATION OF ONTARIO  
And all other Signators to this Agreement,  
(Hereinafter called the 'Contractor')**

**And**

**THE IBEW CONSTRUCTION COUNCIL OF ONTARIO  
(Hereinafter called the 'Union')**

**Representing the following affiliated Local Unions,  
105, 115, 120, 303, 353, 402, 530,  
586, 773, 804, and 1687**

**Expiry date: April 30, 2016**

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## SECTION 1 - PREAMBLE

100

This Agreement made between the Electrical Contractors Association of Ontario and the IBEW Construction Council of Ontario is binding on each member or person represented by the parties. The Agreement is made in recognition of the fact that growth in the Electrical Industry and the success of the parties concerned depends on the co-operation of each Party in discharging their obligations and adhering, not only to the words of the Agreement, but also to the intent of the provisions as agreed upon therein.

101

This Agreement shall apply to any Contractor whose business includes the installation and/or maintenance of overhead and buried electrical distribution systems in the Province of Ontario and where the work is not included within the Industrial, Commercial, and Institutional Sector of the Construction Industry.

## SECTION 2 - SCOPE OF THE AGREEMENT

200 SCOPE

For the purposes of this Agreement it is understood and agreed by both parties that the work shall be all types of high voltage installations including (but not limited to) transmission lines, power lines, substations, high tension cable installations, forestry and shall also include street and highway lighting, underground and overhead line type distribution systems at lower voltages and communication, telephone and T.V. systems and any civil work required in the performance of any of the above work as well as any other line type work coming within the scope of the IBEW Constitution and falling within the following Sectors of the Construction Industry:

Residential (excluding highrise apartment houses)

Sewers and Watermains

Roads

Heavy Engineering

Pipeline

Electrical Power Systems (excluding work covered by agreement between EPSCA and the IBEW-CCO) on projects and transmission systems.

201 CONTRACTOR QUALIFICATIONS

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be a Contractor in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and whose principle business is Electrical Contracting and who maintains a permanent

place of business and an adequate financial status to meet payroll requirements.

202 UNION JURISDICTION

The Contractor agrees to recognize the inside and outside jurisdictions as outlined in the Constitution of the IBEW in the performance of all electrical work performed within the geographic jurisdiction of the Union as hereinafter defined:

### Inside Work

All electrical signs, all street electrical decorations when no messenger or guy wire is necessary for support. Installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported there from and except all outdoor substations as defined in Outside Work hereof.

When aerial wires or cables are used to provide electrical current for buildings or structures within the property lines of any given property the inside men's jurisdiction shall start immediately after the first point of attachment of such aerial wires or cables to such buildings or structures.

Inside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

### Outside Work

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts and raceways when part of distributing systems outside of buildings, railroads and outside the directly related railroad property and yards. Installing and maintaining the catenary and trolley work on railroad property, and bonding of rails. All underground ducts and cables when they are installed by and are part of the system of a distributing company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations. All outdoor substations and electrical connections up to and including the setting of transformers and the connecting of the secondary buses thereto.

Outside work to include renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, etc., and other distributed energy installations such as fuel cells, microturbines, etc.

203 GEOGRAPHIC JURISDICTION

It is understood that the geographic jurisdiction of each Local Union is not subject to negotiation, but is established solely within the IBEW. The present jurisdictions of the Local Unions are as listed in the Principal Agreement between ETBA of ECAO and IBEW, IBEW-CCO.

## **SECTION 3 - DURATION OF THE AGREEMENT**

### **300 DURATION**

This Agreement shall become effective on May 1, 2013 and will expire on April 30, 2016.

### **301 NOTICE**

Either Party to this Agreement may give notice in writing to the other Party not more than ninety (90) days prior to the expiry date and not less than thirty (30) days prior to the expiry date of this Agreement and negotiations must begin within fifteen (15) days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

### **302 AMENDMENTS**

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

## **SECTION 4 - MANAGEMENT RIGHTS**

### **400 RIGHT TO MANAGE**

Subject to the terms of this Agreement, the Union acknowledges the right of the individual Contractor to manage the business in which he/she is engaged and to direct the working forces, to discharge or discipline Employees for just cause.

### **401 REGULATIONS**

The Union acknowledges the right of the Contractor to maintain order and to make, from time to time, reasonable rules and regulations to be observed, which will not be inconsistent with the provisions of this Agreement. All such rules must be posted in an accessible location and/or made available to all Employees.

### **402 OPERATIONS**

The Union recognizes that it is the responsibility of the Company to determine the locations of jobs, the choice of equipment, the schedule of installation, the methods and means of installation and the size of the work force required.

### **403 WORK ETHICS**

- A. The Union shall not sign this Agreement with any Party whose business is not recognized as electrical work.
- B. No member of the Union will be permitted to contract or to perform electrical work other than for his/her present Employer.

- C. No member of the Union shall be permitted to work at electrical construction work for anyone who is not a Party to this Agreement.

### **404 SUBCONTRACT**

The Union recognizes the Contractor's right to contract or subcontract work to another Contractor who is a signatory to this Agreement.

## **SECTION 5 - UNION RIGHTS AND REPRESENTATIVES**

### **500 UNION RECOGNITION**

The Contractor recognizes the Union as the sole Bargaining Agent for all Journeyman Electricians, Electrician Apprentices, Foremen, Journeyman Linemen (Powerline Technician)-Splicers, Apprentice Linemen-Splicers, Groundman/Equipment Operators, Groundman/Drivers, Groundmen, Utilitymen and Foresters performing work within the acknowledged jurisdiction of the Union and similarly the Union recognizes the Contractor as the sole Bargaining Agent.

### **501 UNION ACCESS**

The Business Manager of the Union and/or his/her identified Representative, shall be allowed access to any job or shop where workmen are employed provided he shall first report to the Job Foreman or Superintendent.

### **502 STEWARDS**

The Business Manager reserves the right to appoint or remove a Steward where workmen are employed under the terms of this Agreement.

The Contractor shall be notified in writing when a Steward is appointed.

The Steward will be responsible for his/her regularly assigned work on behalf of the Contractor.

Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.

### **503 STEWARDS**

No Steward shall be discriminated against by the Contractor because of the performance of his/her duties as a Steward.

The Steward shall have the opportunity to work on overtime and shall be notified in advance of overtime, if possible.

The Steward shall not have his/her employment terminated without consultation with the Business Manager, unless with just cause.

### **504 SUBCONTRACTING**

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.

## 505 UNION LABEL

The Contractor will endeavour to assist the Union to promote and make use of, where and when applicable, all materials bearing the IBEW Union Label.

## 506 LOANING

The Contractor shall not loan workmen in his employ to any other Contractor without the consent of the Business Manager.

## 507 OTHER SIGNATORIES

The Union shall advise the Secretary of the Electrical Contractors Association within five (5) days when this Agreement is signed by a Party whose name is not affixed hereto, and ECAO agrees to supply a list of member Line Contractors to the Secretary of the CCO.

## 508 LOCAL UNION PART OF IBEW

Each Local Union is a part of the IBEW and it is therefore understood that any alleged violation or annulment of the working rules of any Local Union in the IBEW shall be considered by the Head Office of the IBEW. Failing settlement it shall be considered sufficient cause for the cancellation of these working rules forthwith.

# SECTION 6 - EMPLOYEE DESIGNATION

## 600 EMPLOYEE CLASSIFICATIONS

- A. Employees shall be divided into the following classes:

Foreman Journeyman Lineman  
(Powerline Technician)  
Sub-Foreman Journeyman Lineman  
(Powerline Technician)  
Journeyman Lineman  
(Powerline Technician) – Splicer  
Groundman/Equipment Operator - 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> year  
Groundman/Driver - 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> year  
Groundman - 1<sup>st</sup>, 2<sup>nd</sup> year  
Utilityman – 1<sup>st</sup>, 2<sup>nd</sup> year  
Forester - 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> year  
Journeyman Electrician  
Electrician Apprentice  
Powerline Technician Apprentices - 1<sup>st</sup> to 4<sup>th</sup> periods

- B. Any classification of Employee may be required to perform the work of a lesser qualified workman providing that his/her wage rate is maintained.

## 601 EMPLOYEE QUALIFICATIONS

- A. **Journeyman Lineman (Powerline Technician) - Splicer** - A Lineman who is fully qualified to work in all facets of the trade including energized circuits and who has successfully completed

a recognized training course; and is qualified to undertake the installation, jointing, splicing, testing, bonding, racking and repairing of all types of high voltage electrical cables; the fitting of pot-heads and other accessories to cables; and the assembly, testing, repair and maintenance of such accessories.

- B. **Groundman/Equipment Operator** - A workman qualified to operate mechanical equipment including (but without limiting generality) digging machines, track vehicles, cranes, drills, jackhammers, stationary winches, tractor trailers, regular line trucks, trailers and backhoes. He shall be required to undertake minor mechanical repairs and adjustments and daily maintenance to ensure proper operation of equipment and if required by the Employer he/she shall provide satisfactory evidence of competence in the operation of equipment provided by the Employer.

### C. Apprentice Powerline Technician

All Apprentices shall be governed by this Agreement and the Trades Qualification and Apprenticeship Act or any successor legislation.

### D. Power Station Technician

A Journeyman Powerline Technician or a Journeyman Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of the construction and maintenance of substations.

### E. Splicer

A Journeyman Powerline Technician or a Journeyman Electrician who through experience and training and is in receipt of an IHSA approved certificate, or equivalent, is a specialist in all facets of splicing high voltage cable.

- F. **Groundman/Driver** - A workman qualified to drive mechanically-propelled vehicles and whose duties shall include the operation of booms mounted on mobile vehicles and shall also include the transporting of transmission line materials from assembly site to erection site.

- G. **Groundman** - A workman whose duties shall include assisting Linemen and other workmen; the requisitioning, handling and transporting of materials; the dressing of poles and the assembling of towers and structures on the ground; but who shall not be required to make contact with a conductor which is or may become energized during a job.

- H. **Utilityman** - A workman whose duties shall include (but not be limited to) civil work, the cutting of brush, assisting in tree trimming, and the digging of holes and ditches.

- I. **Forester** - Must be knowledgeable in tree removal, tree-trimming techniques, selective cutting, selective spraying, restoration practices and landscaping. Have a good knowledge of the chemicals related to vegetation and pest control. Must be capable of obtaining Land Extermination Licenses for insecticide and herbicide application work. Must have a working knowledge of the me-

chanical aspects of the equipment with which he/she works in order to carry out routine maintenance and to facilitate minor repairs. Must be qualified to operate such vehicles as are required to perform the work in this classification.

J. **Journeyman Electrician** - Journeymen must be capable of performing in an efficient manner the functions of an Electrician as defined under the Trades Qualification and Apprenticeship Act and Regulations or any successor legislation

K. **Electrician Apprentice** - All Apprentices shall be governed by this Agreement and the *Trades Qualification and Apprenticeship Act or any successor legislation*

## 602 POWERLINE TECHNICIAN APPRENTICE

A. Prior to signing an apprenticeship contract there shall be a three (3) month or five hundred (500) hour assessment period to determine the candidate's suitability to the trade and shall receive first (1st) period Apprentice rate of pay.

The contracted apprentice shall serve four (4) – two thousand (2000) hour periods and attend recognized Ontario line apprentice training during each classification period.

The Employer shall send the contracted Line Apprentice to a MTCU approved Line Apprentice Training School within six (6) months after successful completion of each two thousand (2000) hour period verified by a properly completed apprenticeship log book. The Line Contractors will establish a fund through ECAO that ensures that monies are available to pay the cost of Line Apprentice training at a MTCU approved training delivery agent.

IBEW Business Managers can recommend or refer unemployed Apprentices to the school.

Apprentices shall be employed and governed in accordance with the *Trades Qualification and Apprenticeship Act or any successor legislation* Upon completion of each two thousand (2000) hour period, to be verified by a properly completed apprenticeship logbook, and successful completion of the appropriate level of apprentice training, the Apprentice shall progress to the next level of pay rate. In the event that the formal training cannot be offered to the Apprentice in this timely manner, the Employer will allow incremental and monetary progression to the next period of apprenticeship. If the Apprentice fails a level of trade school, his/her pay level will be frozen until successful completion of that trade school level.

Upon successful completion of the last level of apprentice training, the current industry required minimum ten (10) month evaluation period, and an Ontario recognized Training Delivery Agency Power Lineman's Certificate, the Employee shall receive Journeyman classification and pay rate.

B. The duties of an Apprentice shall be as outlined in the Schedule of Training of the Ministry of Training, Colleges and Universities.

C. The ratio of one (1) Apprentice and one (1) Groundman to each Lineman shall not be exceeded in the shop. Apprentices and Groundmen shall work only under the direction of a Lineman.

D. New Apprentices will not be indentured by a Contractor if qualified indentured Apprentices are on the out of work list.

## 603 OWNER-OPERATORS

When certain miscellaneous trucks and/or equipment are required in excess of the Company's normal needs and not owned by the Company they may be operated by Owner-Operators. These Employees will be under the supervision of the Contractor and will work under the terms of this Agreement. When subcontracting line work under this Agreement, including lineworker owner/operators, the subcontractor shall demonstrate appropriate WSIB coverage, voluntary recognition for the duration of the project, and proof of remittance of all employee and employer funds required under the Collective Agreement.

## 604 GENERAL

A. The above classifications will cover the total extent of the work to be performed by the Company.

B. Any classifications of workmen required to drive a vehicle shall have a Class "A" driver's license.

C. **Underground Work** - With the consent of the Business Manager special manpower accommodations may be made for underground duct installations and underground municipal distribution work.

D. **Utility Assist** - With the consent of the Business Manager the setting of poles and anchors shall be performed by a qualified Lineman and Groundman Operator with the help of Utilitymen hired locally. Workmen hired under these circumstances shall apply for IBEW membership.

E. To improve the competitive position of our Union Contractors and Employees, the Provincial Joint Line Committee shall be empowered to negotiate adjustments and/or changes to this Agreement, subject to the approval of the E.T.B.A. of the E.C.A.O. and the IBEW-CCO.

## 605 CLASSIFICATION PROCEDURE

The Company shall determine the qualifications of its Employees, subject to:

A. Present Employees shall retain their present classifications.

B. New Employees shall be classified in accordance with their employment records, experience, trade skills, apprenticeship records, trade certification and in agreement with the Union.

C. An Employee who deems himself improperly classified shall have the right to appeal to the Provincial Joint Line Committee.

D. Where a host local union has concern over whether an IBEW member is properly classified,

the host local union will first confirm the IBEW member's status with the home local union and, if the concern remains, the contractor may refer the issue to the Provincial Joint Line Committee (PJLC). If the PJLC decision is not approved by the host local union, it shall be referred to the ETJB in accordance with Clause 1300.

## **SECTION 7 - HIRING PROCEDURE**

### **700 HIRING**

The Contractor agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all line work in his home area. The Contractor shall have the right to select and name-hire all Foremen. When making appointments to the Foreman level, the Employers will give consideration to those Journeymen they presently employ. All hiring will be done through the Local Union Office and no one will be employed unless they are in possession of a clearance card from the Local Union Office.

### **701 WORKING CARD**

If the Local Union is unable to furnish certified workmen to the Contractor within three (3) working days of the time the Union Office receives the request for men (excepting Saturdays, Sundays and Holidays) the Contractor shall be afforded the right to employ certified workmen as are available. The Local Union will issue clearance cards to workmen hired in these circumstances who may be replaced by certified workmen after three (3) working days notice to the Contractor, but in no case until a workman has worked a minimum of one (1) week.

### **702 MOBILITY**

It is further agreed that should a Contractor obtain work in any area outside of his/her home area, he/she shall be permitted to bring in his own crews comprised of Linemen, Splicer, and other specialists and hire any additional men required through the Union.

In his/her home area, the Contractor may continue to use his/her forces to perform any type of work described above and augment his/her forces where necessary from the Union.

When a Contractor obtains work outside of his/her home area, Local Union 353 and Local Union 1687 shall act as a clearing house for the Province of Ontario by coordinating manpower requirements and making workmen available to Contractors for the whole Province. The Contractor agrees to notify the Local in whose jurisdiction he/she has obtained the work of the names and classifications of men he/she is bringing into the area, prior to any crew movement.

### **703 EMPLOYMENT PRIORITY**

In all cases of layoff, the Local Union members shall retain employment priority.

### **704 OLDER EMPLOYEES**

Where five (5) or more Journeymen are employed every fifth (5th) Journeyman shall be fifty (50) years of age or older, where available.

### **705 LAYOFF NOTIFICATION**

When possible, the Contractor shall notify the Business Manager three (3) days prior to a layoff, but in no case later than twenty-four (24) hours after the layoff.

## **SECTION 8 - HOURS OF WORK, HOLIDAYS AND VACATION**

### **800 REGULAR HOURS**

The regular hours of work shall be eight (8) hours per day on the job, Monday through Friday inclusive between the hours of 8:00 a.m. and 4:30 p.m.

The above hours may be worked equally over any four (4) consecutive days, Monday to Friday inclusive.

Upon request of the Employees, a four (4) day times ten (10) hour work week will not be unreasonably withheld.

### **801 ADJUSTMENT OF HOURS**

- A. Daily starting time may be adjusted up to one (1) hour earlier on mutual agreement between the Contractor and the Local Union Business Manager.
- B. Lunch period shall be one half (1/2) hour taken between 12:00 noon and 1:00 p.m. Special lunch period arrangements may be made in specific cases by mutual agreement between the Contractor and the Local Union Business Manager. All Employees must be afforded the opportunity to eat their lunch between 12:00 noon and 1:00 p.m.
- C. Upon request of the employees and approval of the Business Manager to work combined periods of normal 40 hour work weeks back to back for locations of a significant distance from the employers place of business with the appropriate amount of time off at the conclusion of the work period. For work occurring in the jurisdiction of Locals 1687 or Local 402 contact Local 1687 for approval and for all other jurisdictions, contact Local 353.

Example:

Eight 10 hour days in a row = Six days off or

Eight days work, 10 days board as per Section 1100 E Compressed Work Weeks

### **802 WORK BREAKS**

Employees shall have a fifteen (15) minute rest period at mid-morning and fifteen (15) minute rest period at mid-afternoon, these rest periods shall also apply to all over-time and shift work.

### 803 STATUTORY HOLIDAYS

Statutory holidays to be observed are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

If a statutory holiday(s) falls on a Saturday or a Sunday, the closest following work day(s) shall be observed.

### 804 OVERTIME

- A. All work performed outside of regular working hours except shifts and callouts shall be paid in the following manner:

#### Monday to Friday inclusive

Work performed for the first four (4) hours after the regular quitting time shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

#### Saturday

Work performed between 8:00 a.m. and 12:00 noon shall be paid for at the rate of one and one half (1 1/2) times the regular rate of pay. Work in excess of the above shall be paid for at two (2) times the regular rate of pay.

All work performed on new overhead line construction, or when working with a utility which pays double (2) time for Saturday, shall be paid for at two (2) times the regular rate of pay.

#### Sundays and Statutory Holidays

All work performed on Sundays and Statutory Holidays shall be paid for at the rate of two (2) times the regular rate of pay.

- B. Electrical Power Systems (EPS) Overtime

All work performed on EPS including but not limited to Power Distribution and Transmission work outside of the regular working hours (except shifts and callout) and on Saturdays, Sundays, and statutory holidays shall be paid at two (2) times the regular rate of pay, except on the road sector outside of the jurisdiction of Local 353 and for all public utilities that only pay one and one half (1 1/2) times the regular rate.

- C. When overtime is required by the Contractor, the Employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and a meal provided by the Contractor after the first two (2) hours of overtime is worked when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the Employee shall receive a one-half (1/2) hour meal period with pay at the overtime rate and a meal provided when overtime is required beyond that four (4) hour period. This is not applicable for the first eight (8) hours worked on Saturdays, Sundays and holidays.

### 805 SHIFTS

- A. Work at any time of the day or night between 12:01 a.m. Monday and midnight Friday of the same week other than the regular day shift shall

be considered shift work. A minimum of six (6) hours work with seven (7) hours pay at the premium rate shall be considered a shift (For shift work in Local 1687 and Local 402 the premium rate 125% of the regular rate. For shift work in all other locals the premium rate 120% of wage package.).

- B. A shift may be no more than eight (8) hours per day unless overtime rates are paid.
- C. A Contractor may work a four (4) day ten (10) hour per day shift with permission from the Local Union Business Manager. (For shift work in Local 1687 and Local 402 the premium rate is 125% of the regular rate. For shift work in all other locals the premium rate is 120% of wage package.).
- D. The premium rate for a shift is pay at 125% of the regular rate for Local 1687 and Local 402. The premium rate for a shift is pay at 120% of wage package for all other locals.
- E. No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours unless overtime rates are paid. This is to mean twenty-four (24) hours from the commencement of the day shift for the job. All shifts to be arranged so that workmen shall not lose time because of shift changes. When overtime is required it shall be distributed as equitably as possible among the employees on the job where practical to do so.
- F. Under normal circumstances, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.
- G. Trouble shift work for utilities shall be paid at 125% of the regular rate of pay in Locals 1687 and Local 402 and 120% of the wage package for all other locals.

### 806 CREW TRANSPORTATION

When Employees are using Company vehicles for transportation to and from job sites, the Employees will be paid straight time rates of pay for all time spent travelling and existing arrangements shall remain in force.

### 807 CALLOUT

Work performed as special calls without prior notification shall be paid at two (2) times the regular rate of pay. The minimum payment shall be three (3) hours at straight time.

### 808 REPORTING TIME

- A. If Employees are required by the Employer to report for work and if no work is available, they shall receive three (3) hours pay.
- B. Workmen properly assigned to a job and who report at the regular starting time shall receive not less than three (3) hours pay.

This not to be construed to mean three (3) hours pay in addition to the hours actually worked in any one (1) work day.



## 809 Standby Pay

When employees are requested to be on standby/on-call and are not called out for work during that time, they will be paid one (1) hour of straight time for each day of standby.

# SECTION 9 - WAGES AND PAYMENT METHOD

## WAGES FOR REGULAR HOURS

### 900 REGULAR PAY

A. The hourly rates of pay shall be as follows:

Date	Classification	Base Rate	VP & SHP	Union Funds	Wage Pack.	ECA Funds
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**Foreman Journeyman Lineman (Powerline Technician)**

115% of the applicable Journeyman rate

**Sub-Foreman Journeyman Lineman (Powerline Technician)**

107.5% of the applicable Journeyman rate

**Journeyman Lineman –Splicer (Powerline Technician)**

**Journeyman Electrician**

**Electrician Apprentice**

The same rate as the Inside wiring rate in his home Local area. See the Appendix for the jurisdictional area concerned.

**Powerline Technician Apprentice**

1st Period 50% of the applicable Journeyman rate

2nd Period 60% of the applicable Journeyman rate

3rd Period 70% of the applicable Journeyman rate

4th Period 80% of the applicable Journeyman rate

**Groundman/Equipment Operator**

1st Year: 70% of the applicable Journeyman rate

2nd Year: 80% of the applicable Journeyman rate

3rd Year: 90% of the applicable Journeyman rate

**Groundman/Driver**

1st Year: 50% of the applicable Journeyman rate

2nd Year: 60% of the applicable Journeyman rate

3rd Year: 70% of the applicable Journeyman rate

**Groundman**

1st Year: 50% of the applicable Journeyman rate

2nd Year: 60% of the applicable Journeyman rate

**Utilityman**

1st Year: 40% of the applicable Journeyman rate

2nd Year: 50% of the applicable Journeyman rate

**Forester**

1st Year: 60% of the applicable Journeyman rate

2nd Year: 70% of the applicable Journeyman rate

3rd Year: 80% of the applicable Journeyman rate

**Forester Foreman**

90% of the applicable Journeyman rate.

Effective May 1, 2010, in addition to the above noted wages and benefits, the Contractor will contribute \$0.50 per hour earned by each Power Line

Technician and Apprentice Power Line Technician to the ECAO Power Line Technician Apprentice Training Fund. The Contractor shall remit the funds each month by the 15<sup>th</sup> day of the month following the month in which the work was performed directly to:

ECAO Power Line Technician  
Apprentice Training Trust Fund  
460 – 170 Attwell Drive  
Toronto, ON, M9W 5Z5

The sole purpose of the Fund shall be for the payment of in-school apprentice training at a facility approved by the Trustees on behalf of his/her contributing contractor-employers only.

B. Groundmen, Utilitymen and Foresters who are presently being paid in excess of the above rates shall have their rates red-circled.

C. Overtime shall be paid at the rates shown in Clause 804.

### 901 SHIFT PAY

A. Premiums for shift work shall be as outlined in Clause 805.

Shifts shall be as defined in Clause 805.

### 902 PAY WEEK

The pay week shall commence at 12:01 a.m. Sundays and end midnight Saturdays.

Wages shall be paid weekly at or before quitting time by cheque Thursday or direct deposit to the Employee's bank account by Friday, and no more than one (1) week's wages may be withheld at any time. This direct deposit option is voluntary to the Employee. A pay stub showing all deductions will be issued weekly to the Employee at the jobsite. When a holiday falls on a pay day these days shall be moved ahead by one (1) day.

Each Employee shall be given a detailed record of his earnings in accordance with federal and provincial regulations.

### 903 LAYOFF

Employees being laid off shall receive a minimum of one (1) hours notice with pay. The Employee shall be allowed to leave the job at the time of the notification.

He/She shall receive his/her wages and E.I. Record of Employment at the time of layoff, if possible; failing that, they shall be mailed by XpressPost to his/her home address within twenty-four (24) hours.

On room & board jobs, where there is no payroll office, his/her wages and E.I. Record of Employment shall be mailed by XpressPost to the Employee's home address within twenty-four (24) hours of layoff.

### 904 DISCHARGE/QUITTING

If any Employee voluntarily terminates his/her employment or if they are discharged for just cause by his/her Employer, the conditions of termination as stated in Clause 903 shall not apply. In this case the Employer shall issue by XpressPost the Employee's

E.I. Record of Employment and wages in full for the period of employment with the Company within five (5) working days following the date of discharge or termination. The Company shall be given one (1) hour's notice by any Employee who voluntarily terminates his/her employment.

**905 PENALTIES**

Failure of Contractor to comply with the requirements in Clauses 902, 903 and 904 will entitle the Employee to two (2) hours wages without work for each normal work day of non-compliance up to a maximum of thirty (30) hours. Effective January 1, 1989, when the Monday of a pay week is a statutory holiday, there shall be a twenty-four (24) hour grace period on the Penalty Clause as it applies to Clause 902.

**906 VACATION & STATUTORY HOLIDAY PAY**

Vacation and statutory holiday pay shall be at the rate of ten percent (10%) of the hourly earnings of which four percent (4%) shall be in lieu of Vacation Pay and six percent (6%) shall be in lieu of statutory holiday pay.

**907 UNION FUND**

See Clause 1000.

**908 TRAVEL EXPENSES**

Travelling expenses and subsistence allowances shall be as defined in Section 11.

**909 ACCIDENT PAY**

If an Employee leaves the job because of an injury, Clause 1401C shall apply.

**910 WORK BREAKS**

Work breaks shall be paid in accordance with Clause 802.

**911 CALLOUT**

Time shall be paid in accordance with Clause 807.

**912 ADJUSTMENTS**

Adjustments in Union Funds shall be made in accordance with procedures followed for similar changes under the Principal Agreement between ETBA and IBEW-CCO.

**SECTION 10 - BENEFIT PLAN**

**1000 UNION FUNDS**

Union dues to be paid into the Local Union where the work is being performed.

**1001 ASSOCIATION FUNDS**

Association fund to be paid into the ECA area where the work is being performed.

**SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES**

**1100**

A. Employees sent from the Employer's home area shall be paid travel and subsistence allowances as detailed below.

Employees hired locally as Lineworkers will not be paid travel and subsistence allowances other than mileage from the free zone area limit, where applicable.

B. The Company shall set up crew headquarters in the town or towns nearest to the work wherein suitable living quarters can be obtained by the workmen.

There shall be a free travel zone of a twenty five (25) kilometre radius or forty (40) road kilometres from the designated crew headquarters where no travel time or mileage shall be paid.

Where existing free travel zones exceed the twenty five (25) kilometre radius or forty (40) road kilometres, they shall continue to apply.

There shall also be a forty (40) kilometre radius free travel zone for the Toronto area having its centre at the intersection of 401 Highway and Yonge Street. Transporting Company vehicles to and from the job site will be paid for at the straight time rate.

C. Travelling time at straight time rates plus cost of transportation shall be paid by the Company on all work performed outside the free travel zone. The transportation cost allowance shall be \$0.50 (\$0.51 effective May 1, 2014) (\$0.52 effective May 1, 2015) per kilometre. If the Company wishes, it may supply the transportation in lieu of the cost of same. (See: Clause 806). All travel time beyond the free zones to be outside the regular eight (8) hours working day.

D. Wages at the regular straight time rate and room and board shall be paid by the Company to workmen, for travelling time when ordered by the Employer to leave one (1) crew headquarters or town and report for work to another crew headquarters or town. When transportation is made available by the Company, no additional expense other than travelling time and, room and board will be allowed. If transportation is not made available by the Company reimbursement will be made on the basis \$0.50 (\$0.51 effective May 1, 2014) (\$0.52 effective May 1, 2015) per road map kilometre.

E. When Employees are ordered by the Company to work away from their regular crew headquarters they shall be allowed \$116.00 (\$121.00 effective May 1, 2014) \$126.00 effective May 1, 2015) per day worked for room and board including working days lost due to inclement weather.

Line Contractors agree to pay five (5) days Room and Board for a four (4) day times ten

(10) hour compressed work week for any outside work where the work is greater than one hundred fifty (150) road kilometres (to be determined by i.e. 'Googlemap', 'Mapblast', or 'Mapquest' ) from predetermined points in each local area. For a five (5) day times eight (8) hour work week the Line Contractors agree to pay five (5) days Room and Board. Any other Room and Board will be paid at the rate of one (1) day Room and Board per day worked. Outside of Local Union 353 the reference point is considered to be the Contractor's office.

- F. When other accommodations cannot be secured, the Company may establish a camp and provide free room and board to the Employees for the duration of the job in lieu of room and board allowances. Any complaints on camp conditions may be referred to the Joint Conference Board.
- G. On camp jobs, transportation shall be provided, if required, between camp and the work site and any time spent travelling in excess of fifteen (15) minutes each way will be paid for at the straight time rate.

## SECTION 12 - TOOL LIST

### 1200 TOOLS

- A. The following tools will be supplied by Linemen, Splicers, and Apprentices:
  - 1 Set of Belt and Spurs, and a Fall Restricting System for pole climbing in accordance with IHSA and/or CSA standards
  - 1 Harness with D in centre of back in accordance with the ISHA and/or CSA Standards
  - 1 Skinning Knife
  - 1 10" Adjustable Wrench
  - 1 12" Adjustable Wrench
  - 1 Large Screwdriver, 8" shank, 5" handle
  - 1 Pair 9" Offset Cutting Pliers
  - 1 Ball Peen Hammer
  - 1 6' Folding Wooden Ruler or a non-conducting equivalent
  - 1 Nut & Bolt Bag
  - 1 Ratchet handle with sockets (sizes as required)
  - \* 1 Pair of Lineman gloves
- These additional tools will be supplied by Splicers:
  - 6 Screwdrivers, Robertson and Standard Types
  - 1 Pair 8" Diagonal Pliers
  - 1 Pair 8" Long Nose Pliers
  - 1 Tool Box
  - 1 Adjustable Hacksaw Frame
  - \* 1 Set of Cable preparation knives
  - \* The Company shall replace knives and gloves when they are worn out (gloves: to a maximum of eight (8) pairs per year if returned).
- B. The Company shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to

them providing the Company furnishes the necessary lockers, job boxes, or other safe place for storage.

- C. Should an Employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Company, the Company shall compensate the Employee for the value of the tools, or replace them with tools of equivalent value.
- D. The Foreman and the Job Steward shall jointly ensure that the Employee's tools list is complete when the Employee reports to the job and periodically as required. When it is determined that a Lineman, Splicer or an Apprentice does not possess his complete tool list, five (5) days notice shall be given to correct same.
- E. All Journeyman Electricians are required to have the following tools:
  - 1 Centre punch
  - 1 1/2" Cold Chisel
  - 1 Half-round File
  - 1 Ball Peen Hammer
  - 1 Adjustable Hacksaw Frame
  - 1 Knife
  - 1 Medium Level
  - 5 Prs. of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 prs. of Channellock
  - 6 Screwdrivers, Robertson and Standard Types
  - 1 6" Square or Combination Square
  - 1 Steel Tape, 10 or 12-foot
  - 1 Small Tap Wrench
  - 1 Tool Box
  - 1 Tool Pouch and belt for hand tools
  - 1 600-Volt Tester (CSA approved)
- F. Apprentices shall supply themselves with the following basic tools and be in possession of a complete list of tools upon becoming a Journeyman Electrician:
  - 1st Period**
    - 3 Prs. Pliers - 8" Sidecutters, Diagonal, Channellock
    - 1 Pocket Knife
    - 1 Steel Tape, 12-foot or 10-foot
    - 6 Screwdrivers - Robertson and Standard Types
    - 1 Tool Box
    - 1 Tool Pouch for hand tools
  - 2nd Period**
    - 1 Hacksaw Frame - Adjustable
    - 1 Hammer - Ball Peen
    - 1 Pr. Longnose Pliers
  - 3rd Period**
    - 1 Medium size Level
    - 1 1/2" Cold Chisel
  - 4th Period**
    - 1 voltage tester
    - 1 Combination Square or 6" Square
    - 1 Centre Punch
    - 1 File - Half-round
  - 5th Period**
    - 1 Pr. of Channellock

## **SECTION 13 - GRIEVANCE PROCEDURE AND ARBITRATIONS**

### **1300 GRIEVANCE PROCEDURE**

Any grievance arising concerning the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in accordance with the following:

**Step 1:** The aggrieved Employee shall, with his/her Local Union Steward, present his/her grievance verbally to his/her Foreman or Supervisor within five (5) working days of the time he/she became aware, or reasonably should have been aware, of the incident giving rise to the grievance. The Foreman or Supervisor shall reply verbally to the grievance within one (1) working day. In the event the grievance is not satisfactorily settled at this step, the grievance shall proceed to Step 2.

**Step 2:** The Local Union shall submit the grievance in writing to the designated Contractor's Representative. Within two (2) working days of receipt of the grievance at Step 2, the designated Contractor Representative shall meet with the Local Union Representatives in an effort to resolve the grievance. If the grievance is not satisfactorily settled at this step, the grievance shall be submitted to the Provincial Joint Line Committee.

**Step 3:** The Provincial Joint Line Committee shall meet with the Local Union and the Contractor Representative within seven (7) days of receipt of the grievance and shall render a decision at the earliest possible date, but in no case later than ten (10) working days from the date of hearing.

**Step 4:** Failing settlement of the grievance by the Provincial Joint Line Committee, it shall, by mutual consent, be referred to the Electrical Trade Joint Board which shall meet and render a final and binding decision. An application for a grievance to be heard at the Joint Board must be made to the ETJB within forty-five (45) days from the date of the grievance. The ETJB will hear the grievance within ninety (90) days from the date of the application.

### **1301 EITHER PARTY**

If either Party to this Agreement alleges there has been a misinterpretation, violation or non-application of this Agreement such Party may within five (5) working days of the time they became aware, or reasonably should have been aware, of the incident giving rise to the grievance, submit such grievance in writing to the designated Representative of the other Party. If the grievance is not settled within two (2) working days at this stage, it may be submitted to the Provincial Joint Line Committee.

### **1302 NOTICE**

Prior notice of all grievances whether referred to the Provincial Joint Council or referred to arbitration under Section 133 of the OLRA shall be given to the respective Secretaries of the ETJB.

### **1303 STRIKE/LOCKOUT**

During the terms of this Agreement, there shall be no strike by the Union and there shall be no lock-out by the Contractor.

### **1304 NO LEGAL COUNSEL**

Prior to arbitration no legal counsel shall take part in any of the proceedings of the grievance procedure.

### **1305 ARBITRATION**

Differences between the Parties not dealt with by the foregoing provision may be referred to arbitration pursuant to Section 48 of the OLRA but only after Steps 1 through 3 in Clause 1300 have been followed.

The expense of the nominees to an Arbitration Board shall be borne by the Party represented and the expenses of the Chairman shall be borne equally by both Parties.

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and conditions of this Agreement.

### **1306 SAVING CLAUSE**

If any court shall hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

### **1307 TIME LIMITS**

Any of the time limits provided in the Grievance Procedure may be extended by mutual agreement of the Parties.

### **1308 PROVINCIAL JOINT LINE COMMITTEE**

The Provincial Joint Line Committee shall be comprised of Representatives of L.U. 353, L.U. 1687, IBEW-CCO and the ECAO Standing Line Committee. The PJLC has the power to deal with disputes, interpretations, industry promotion, and all such matters at the Provincial level, but is not empowered to alter this Agreement or change its intent.

Should any matter require final resolution by a vote or ballot, the Contractor and Union parties shall each cast four (4) votes.

The PJLC shall hold a meeting within one (1) week following the request of either Party.

## **SECTION 14 - SAFETY**

### **1400 GENERAL**

The Contractor and every Employee shall comply fully with the provisions of the Occupational Health and Safety Act and regulations thereto and all such legislation as it pertains to accident prevention and safe and sanitary working practices. The Contractor and every Employee shall also comply with individual company safety manuals or owner/client safety policies.

#### **1401 SAFETY**

- A. The Company, their Representatives and every Employee shall comply with the Electrical Utility Safety Association Regulations, as amended from time to time, and all other safety regulations as specified in the contract documents.
- B. The Company shall exercise the same responsibility for safety as they do for all other parts of their operations; they shall maintain the necessary safety equipment and ensure that the Foremen enforce safety rules and safe working practices.
- C. When an Employee is injured and leaves the job for medical attention and when decided by the doctor he is unable to return to the job because of the injury, he shall be paid for the full day. Transportation shall be supplied by the Company when requested to a doctor's office or a hospital.
- D. All accidents regardless of severity shall be reported to the Contractors office. Copies of all WSIB Form 7 "Employers Report of Injury/Disease" shall be mailed to the Local Union and to the Worker upon his/her request.
- E. Workmen shall observe all safety rules and shall use the safety devices and equipment provided for their protection.
- F. Workmen shall supply themselves with approved safety helmet, safety shoes and belt and spurs (Clause 1200). The Safety Helmet shall bear the Canadian Standards Associations Approval – Class B - CAS-Z-94-1. All other safety devices and safety equipment shall be supplied by the Company, as outlined above.
- G. Crew safety meetings shall be held weekly at the job site. Subject and attendance will be recorded, meeting minutes taken and posted if possible.

### **SECTION 15 - WORKING CONDITIONS**

#### **1500 DRINKING WATER**

The Employer shall be responsible for providing cool fresh drinking water on all jobs in accordance with the provisions of the Occupational Health and Safety Act. If potable drinking water is not readily accessible at the jobsite, the Employer shall provide bottled drinking water.

#### **1501 DIRTY JOBS**

When it is mutually agreed that a project is excessively dirty the Contractor shall make coveralls and gloves available to the Employees, who shall return them at the completion of the job. The coveralls shall be cleaned as required, by the Contractor. Dirty jobs shall be defined as those on which there is excessive carbon black, metal dust, grease or oil and chemicals. This shall not apply to tools and equipment.

#### **1502 RAINWEAR**

Rainwear shall be provided by the Contractor when the conditions so warrant. Rainwear includes rubber boots when warranted.

#### **1503 CLEANUP**

On all jobs, workmen shall be allowed ten (10) minutes prior to normal work day quitting time in order to put away personal tools and Company equipment and clean up.

#### **1504 STOREKEEPER**

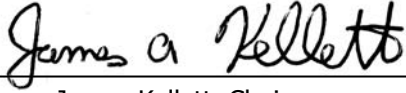
Where there is a full time Storekeeper required on a project, he shall be a Journeyman Lineman and preference shall be given to older members.

**SECTION 2100A - SIGNING PAGE**

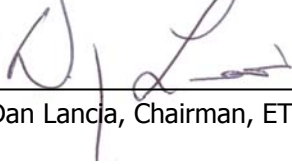
2100A

Agreed to at Toronto, Ontario on the 1st day of May, 2013.

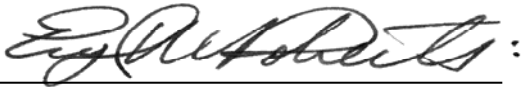
For the Electrical Trade Bargaining Agency  
of the Electrical Contractors Association of  
Ontario:



James Kellett, Chairman  
ECAO Standing Line Committee



Dan Lancia, Chairman, ETBA



Eryl Roberts, Executive Vice-President  
ECAO

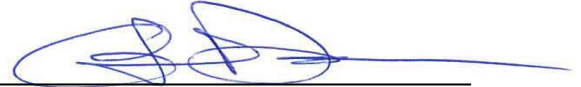


Paul Gardner, Independent Chair  
ETBA

For the International Brotherhood of Electrical  
Workers, IBEW Construction Council of  
Ontario and all its affiliated Local Unions:



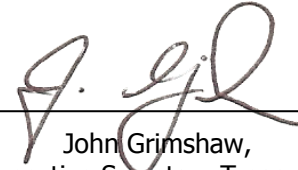
Steven Martin, Chairman  
IBEW Electrical Power Council of Ontario



Glen Drewes, Vice President  
IBEW Electrical Power Council of Ontario



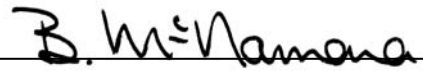
Jack Dowding, Executive Chairman  
IBEW Electrical Power Council of Ontario



John Grimshaw,  
Executive Secretary Treasurer  
IBEW/CCO



Bill Daniels, International Vice-President



Bruce McNamara,  
International Representative

**LETTER OF UNDERSTANDING**

THE PARTIES AGREE THAT, DUE TO THE UNIQUE NATURE OF THE WORK INVOLVED, THE POLICY REGARDING MAKE UP TIME SHALL BE AS FOLLOWS:

The Employees may make up for lost time providing they do not work more than 40 hours per week, or 10 hours per day, at the straight time rate, Monday to Friday inclusive.

Sincerely,

Larry Lineham,  
Chairman IBEW-CCO  
Line Committee

Wayne Gatién,  
Chairman ETBA  
Line Committee

**LETTER OF UNDERSTANDING**

May 1, 2001

Mark Kellett, Chairman  
ETBA Line Committee

Dear Sir:

The IBEW CCO and ETBA agree to apply the terms and conditions of the Provincial Linework Agreement for work outside the ICI sector (yellow pages) to any electrician or electrician apprentice assigned by the Contractor to perform the following work:

- Street Lighting
- Traffic signals/controls/traffic management systems (FTMS)
- Signs and decorative lighting in the public sector
- Airports outside of terminal, hangar, administrative and covered parking buildings
- Fibre optic and other communications transmission lines
- Wireless communication towers (cellular communications)
- Outside work on military bases and other similar campus type developments
- Transportation infrastructure (excluding subways)
- Any other work falling under the terms of the Provincial Linework Agreement (yellow pages) as agreed from time to time by the parties.

Mobility for electricians/apprentices under the yellow pages shall be governed by Clause 702 of the Principal Agreement, save and except those electricians who are bona fide specialists. Such specialists shall have unrestricted mobility throughout the province and shall not be counted in the mobility calculation of Clause 702 on a job or jurisdictional area basis. This letter of understanding shall not be referred to or relied upon for any purpose other than its application to the work specified above.

Sincerely,

Bill Daniels, Chair  
IBEW CCO Committee

**LETTER OF UNDERSTANDING**

May 1, 2004

James A. Kellett, Chairman  
ETBA Line Committee

**RE: TOOL LIST CLAUSE 1200**

Dear Sir:

All new journeymen/members and new apprentices are to supply their own fall restricting system for pole climbing. All new journeymen/members and new apprentices are to supply their own harnesses. The Contractor will provide all other components to complete the fall arrest system.

Should there be legislative change to the standards for fall restricting systems for pole climbing and/or harnesses, the new/replacement equipment will be provided by the Contractor.

If the fall restricting system components for pole climbing and/or harness wears out in the normal course of his duties, the new/replacement equipment will be provided by the Contractor.

The Contractor shall inspect the above listed items of all new hires to determine the condition and suitability of the equipment.

The Contractor will replace fall restricting system components for pole climbing and/or harnesses only after a worker has been employed by them for a period of 3 months or sooner at the discretion of the Contractor. The Contractor will replace fall restricting systems for pole climbing and/or harnesses if damaged by the Company.

Sincerely,

Bruce McNamara, Chair  
IBEW CCO Line Committee

## LETTER OF UNDERSTANDING

January 24, 2007

*Revised as per Memo of Agreement: March 11, 2010  
Revised as per Memo of Agreement: February 20, 2013*

### FR (FIRE RETARDANT) CLOTHING

- The Line/Utility Contractors will solicit a manufacturer/supplier that meets all requirements and have them establish a database for each outside worker.
- The Line/Utility Contractor will issue the required articles of clothing to the outside Workers and the Supplier will maintain the database of sizes and items issued.
- The Line/Utility Contractors will maintain a minimum quantity in stock to address new hires or emergency situations and this information will be provided to the Supplier to update the database.
- The Line/Utility Contractors will endeavor to retrieve the FR clothing from a Worker that leaves the IBEW/CCO membership to another Employer or Labour Organization.

Bruce McNamara  
Chairman  
IBEW/CCO  
Power Council

Jack Dowding  
Executive Chairman  
IBEW/CCO  
Power Council

Jim Kellett  
Chairman  
ECAO  
Standing Line Committee

Mike Krueger  
Vice Chairman  
ECAO  
Standing Line Committee

## LETTER OF UNDERSTANDING

February 7, 2007

### RE: INSIDE/OUTSIDE JURISDICTIONAL DISAGREEMENTS PERTAINING TO SECTION 17

1. The parties agree that the existing IBEW Rose Document dated September 10, 1980 represents an appropriate guideline for the resolution of Inside/Outside Jurisdictional Disagreements pertaining to Section 17 of the Principal Agreement and the Provincial Line Agreement for work outside of the ICI Sector.
2. The IBEW is open to reviewing the Rose Document by April 30, 2007 and the Parties agree that they will adopt the following process for doing so:
  - A. PJLC to identify the disputed issues.
  - B. PJLC to declare its interests.
  - C. PJLC will recommend suitable resolutions.
  - D. Resolutions recommended by the PJLC together with unresolved issues will be referred to the IBEW CCO Bargaining Committee for review.
  - E. Recommended resolutions and unresolved issues will then be forwarded to the IVP (International Vice President of the IBEW First District Office) for a decision.
  - F. The ETBA and the IBEW CCO or any affiliates of the Bargaining Committee may make submissions to the IVP.

- G. The IVP will receive all submissions by April 30, 2007 and then render a decision. The IVP shall provide a decision by May 30, 2007.
3. The parties acknowledge that particular disputes related to the Inside/Outside jurisdiction may arise from time to time and that the following process for the resolution of such disputes is appropriate.
  - A. Disputes can be raised by the ETBA or the IBEW CCO or any of the affiliates of the Bargaining Committee.
  - B. The disputes shall be considered by the IBEW CCO Bargaining Committee and an IO (International Office) Representative ('The Committee') within fourteen (14) calendar days of the dispute being delivered in writing to the Executive Secretary Treasurer of the IBEW CCO.
  - C. The Committee will render a decision within forty-eight (48) hours thereafter.
  - D. Any party to the dispute may appeal the decision of the Committee to the IVP within seven (7) calendar days and the IVP shall render a decision within seven (7) calendar days.
4. Nothing in this process precludes access by any party to an adjudication of the dispute by the Ontario Labour Relations Board (OLRB) but the parties agree that they will first exhaust this process before making any application to the OLRB.

For the International Brotherhood of Electrical  
Workers, Construction Council of Ontario

John Grimshaw, President  
John Pender, Executive Secretary Treasurer

For the Electrical Trade Bargaining Agency of the  
Electrical Contractors Association of Ontario

Peter Bryant, Chairman  
Eryl Roberts, Executive Vice-President



**LETTER OF UNDERSTANDING**

February 20, 2013

RE: Foreman and Sub foreman journeyman Lineman  
(Powerline Technician) Premiums

For EPS work only, an increase to 110% for the Sub Foreman Journeyman Lineman (Powerline Technician) and an increase to 120% for the Foreman Journeyman Lineman (Powerline Technician).

This Letter of Understanding expires for all purposes on April 30, 2016 unless the parties agree to its renewal.

For the International Brotherhood of Electrical Workers, Construction Council of Ontario

Steven Martin, Vice-President  
IBEW Electrical Power Council of Ontario

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario

James A. Kellett, Chairman  
ETBA Line Contractors Standing Committee

For the International Brotherhood of Electrical Workers, 1<sup>st</sup> District Council

Bruce McNamara  
International Representative  
IBEW 1<sup>st</sup> District Council

**LETTER OF UNDERSTANDING**

February 20, 2013

The parties agree to hire a consultant economist to review existing travel clauses and make recommendation that are economically viable. The costs will be covered by the Joint Electrical Promotion Plan (JEPP).

For the International Brotherhood of Electrical Workers, Construction Council of Ontario

Steven Martin, Vice-President  
IBEW Electrical Power Council of Ontario

For the Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario

James A. Kellett, Chairman  
ETBA Line Contractors Standing Committee

For the International Brotherhood of Electrical Workers, 1<sup>st</sup> District Council

Bruce McNamara  
International Representative  
IBEW 1<sup>st</sup> District Council

