

INSIDE WIREMEN'S AGREEMENT

Between:

**Construction Labour Relations
Association of B.C.**

on behalf of its members set forth herein, and those members added from time to time by mutual agreement of the Parties

PARTY OF THE FIRST PART

(Hereinafter called the "Employer")

And:

**Local Unions 213, 230, 993, 1003
of the
International Brotherhood of Electrical Workers**
its successors or assigns

PARTY OF THE SECOND PART

(Hereinafter called the "Union")

May 1, 2004 to April 30, 2010

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PREAMBLE

THIS AGREEMENT between the Union and the Employer is a good faith contract, binding on every member and makes the workers an integral part of the Employer's business, inasmuch as the success and expansion of it depends on the loyalty of the workers in rendering full and efficient service to discharge their obligations under the contract.

This Agreement fixes upon the Employer the payment of wages, the observance of certain conditions of work and it likewise fixes upon the men involved in the responsibility of rendering capable, thoughtful and competent services.

It further fixes upon both Parties something much more vital - the recognition of the fact that they are both Parties in bringing about the success, the growth and the expansion of the business in order that good wages can be paid, working conditions improved and employment stabilized.

THIS AGREEMENT made and entered into this 1st day of May, 2004, by and

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.
on behalf of its members set forth herein, and those members added from time to time
by mutual agreement of the Parties
PARTY OF THE FIRST PART
(Hereinafter called the "Employer")

AND:

**LOCAL UNIONS 213, 230, 993, 1003 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**
its successors or assigns
PARTY OF THE SECOND PART
(Hereinafter called the "Union")

WITNESSETH

FIRST, that for and in consideration of harmonious relations and settled conditions of employment, with financial and personal relations mutually beneficial and the covenants and agreements hereinafter contained, the Parties hereto do enter into, establish and agree to the following conditions of employment commencing May 1, 2004 which shall continue in full force and effect until April 30th, 2010 and thereafter from year to year until notice in writing is given by either of the Parties hereto to the other upon which the same may be amended, substituted or cancelled as may be agreed upon by the Parties hereto. Either Party may at any time within four (4) months immediately preceding the date of expiry of the Agreement, by written notice, require the other Party to the Agreement to commence Collective Bargaining.

Note: Sunset conditions apply to articles denoted with an asterisk (*) - refer to Appendix "A".

ARTICLE I — JURISDICTION, RIGHTS AND HIRING PROCEDURE

- 101** The Employer recognizes the Union's exclusive jurisdiction to perform electrical work. The Employer further agrees to recognize the I.B.E.W.'s general branches, as specified in Article XXVI of its Constitution, in the performance of all electrical work performed within the territorial jurisdiction of the Union, done by, for or at the instance of the Employer. Any sub-contractor or third party undertaking electrical work or contractor supplying labour to an Employer who is a party to this Agreement will be bound by the terms and working conditions applicable to the Employer who was initially awarded the work. The Employer will endeavour to assist the Union to promote and make use of where and when practicable, all material bearing the I.B.E.W. Union Label.
- 102** For the purpose of this Agreement, "Electrical Work" means the installation, alteration, repair, maintenance, metering, or testing of electrical, fibre optic and/or electronic equipment including, without

limiting the generality of the foregoing, any work within the jurisdiction of the I.B.E.W. as described in Section 1 of Article XXVI of its Constitution and the installation, maintenance, connecting, shifting and repairing of all temporary lighting and power equipment and wiring of new buildings in the course of construction, old buildings undergoing alterations and subways, tunnels and bridges under construction or repair.

- 103** "Electrical and/or Electronic Equipment" means any apparatus, appliance, conduit, cable, device, fitting, fixture, instrument, insulator, machinery, material, pipe, pole, plant, structure, wire, works or other thing used for, or designed, or intended for use for, or in connection with the generation, transformation, transmission, distribution, supply, control or use of electrical energy for any purpose and includes any assembly or combination of materials or things used, or intended to be used, or adapted to serve any purpose or function when connected to a source of electrical energy.
- 104** The Employer further agrees to employ thereon only members in good standing in the Union who are in possession of a clearance from the Union Office to perform such work in strict accordance with specific provisions of the said Constitution governing classification of workmen. It will not be considered a violation of this agreement for members of the Union to refuse to work with any person or persons performing electrical work on a job or project who are not members of the I.B.E.W. There shall be prior discussion between the Employer and Business Manager of the Union regarding the merits of each case before any action is taken.
- 105** The Union will supply members only to I.B.E.W. recognized Employers. Manual work shall not be performed on electrical installations classified under the I.B.E.W. Constitution by an Employer, director, owner or partner thereof unless written sanction has been given by the Union.

With respect to the granting of written sanction as defined above, the Union hereby agrees to grant in accordance with the Foreman provisions which shall permit an Employer, owner, director, partner, thereof to work with tools and supervise the work.

Written sanction shall not be unduly withheld when a written explanation is placed before the Union Business Manager and he concurs with the explanation.

- 106** Providing the Union is unable to furnish acceptable (qualified workmen in Local 1003 only) workmen to the Employer within forty-eight (48) hours of the time the Union Office receives the request for men (Saturdays, Sundays and Holidays excepted), the Employer shall reserve the right to employ such workmen as are available. The Union will issue working cards to workmen hired in these circumstances by the Employer, but these cards shall be revoked whenever members of the Union become available.
- 107** A person, firm or corporation who contracts for electrical work and is desirous of signing this Agreement shall have certain qualifications, knowledge, experience and financial responsibilities to meet payroll requirements. Irresponsibility in the payment of wages may be deemed by the Union to provide sufficient cause to require daily or weekly payments in cash to all employees working under this agreement.
- 108** An Employer shall be considered to have established a permanent place of business when such premises are properly identified. A permanent place of business is hereby defined as one which has been established through the purchase, lease or rental of property upon which has been established proper facilities and from which the Employer intends to carry on the continuous operation of his business for an indefinite period of time. Proper facilities shall be interpreted to include adequate storage (space that will allow safe storage of employees' personal tools and belongings), adequate washroom facilities (washrooms and toilets as required by the Board of Health), together with office facilities for use of the Employer.
- 109** The Union reserves the right to discipline its members for violation of its laws, rules and agreements. The Union further reserves the right to withdraw employees on working cards for violation of its laws, rules and agreements or at such times as they can be replaced by qualified members, particularly during periods of unemployment within the Union. In the event the Union deems it necessary to withdraw a working card or cards, the Employer must be notified in writing.

The Employer agrees to terminate this man or men within forty-eight (48) hours. On out-of-town jobs this period shall be extended by written agreement between the Employer and the Business Manager.

110 Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a job site or sites for:

- (a) Rendering assistance to labour organizations,
- (b) Refusal on the part of Union members to work with non-union workmen,
- (c) Refusal on the part of the Union members to handle any materials, equipment or product declared unfair by Building Trades Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or locked out by an Employer.

111 Shop Stewards

- (a) The Union shall have the right to appoint a Shop Steward at any shop or job where workmen are employed under the terms of this Agreement. Shop Stewards shall be granted sufficient time to conduct the business of the Union. Necessary transportation shall be supplied on projects where required and upon request to the Employer representative. The Shop Steward will identify himself to the Foreman on the job site and produce a current authorization card for that job, signed by the Business Manager. In the absence of the Shop Steward, recognition shall be given to the business office appointee.
- (b) In recognition of a Shop Steward being the liaison between the Union and the Employer, the Shop Steward will be retained in employment until an acceptable reason for his proposed layoff has been given to the Business Manager. Where discrimination in the layoff and/or transfer of a Shop Steward is alleged, the Shop Steward shall be retained and the matter referred to the Joint Industry Grievance Panel. The Panel shall meet within forty-eight (48) hours, if practicable, to reach a decision on the above matter. The Shop Steward shall be notified prior to men working overtime.

112 Subcontracting

The Union is part of the International Brotherhood of Electrical Workers, and any violation or annulment of working rules or agreements of any other Local Union of the I.B.E.W. or the subletting or assigning or transfer of any work in connection with electrical work to any person, firm or corporation not fair to the I.B.E.W. or the employment of other than I.B.E.W. members on any electrical work in the jurisdiction of this or any other such Local Union by the Employer, will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International President of the International Brotherhood of Electrical Workers.

113 Union Dues

The Employer agrees to deduct initiation fees, assessments and dues from any employee's wages when he has received properly signed authorization of the employee to do so. Such monies shall be paid to the Union accompanied by a list, in alphabetical order, of the employees for and on behalf of whom such deductions have been made, by the tenth (10th) day of the month following the month in which deductions were made by the Employer. Cheques may be post-dated the fifteenth (15th) of the month. (These deductions shall not exceed the provisions of the B.C. Labour Code.) There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five (\$25.00) dollars.

114 Job Access

The Business Manager or his representatives shall have access to any shop or job where employees are employed under the terms of this Agreement. Meetings with the employees shall not be held on the Employer's premises or job sites without the Employer's consent. The Business Manager or his

representative shall notify the Employer's designated representative before proceeding to the shop, job or project.

115 Payroll Inspection

The Business Manager or his representative shall, by appointment, inspect the Employer's payroll as to time and pay of workmen employed under this Agreement.

116 Savings Provision

Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the Parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

117 No Discrimination

The Employer or the Union shall not discriminate against any person because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this Agreement.

118 Management Rights

The management, operation, direction and promotion of the working forces are invested exclusively in the Employer, subject to the laws, rules and regulations of this Agreement and the laws of the Province.

ARTICLE II — GRIEVANCE PROCEDURE

201 Any differences arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Stage 1: The employee involved, preferably with the Shop Steward, will first take up the matter with his Foreman or supervisor directly in charge of the work.

Stage 2: Failing resolution at Stage 1, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

Stage 3: Failing resolution at Stage 2 within three (3) days, the Grievance shall be set out in writing by the grieving Party and referred to the other Party and they shall forthwith confer upon the matter.

Stage 4: A Joint Industry Grievance Panel may be formed of three (3) members of and nominated by the Electrical Sector of Construction Labour Relations Association of British Columbia and three (3) members of the Union who shall meet by mutual agreement of the Parties, at which meeting three (3) members of each Party will constitute a quorum. Such Board shall have the power on behalf of the respective Parties hereto to resolve trade disputes, grievances or interpretation of this Agreement. The Panel shall select a chairman and a recorder with one selected from the Union appointees and the other selected from the Employer appointees. Location of the meeting to be determined by mutual agreement of the Panel.

A majority decision of the Industry Grievance Panel concerning a grievance referred to it shall be final and binding on the Parties and their members.

Stage 5: Failing resolution at Stage 4 within seven (7) days or such longer time as the Parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

- (i) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of its appointment and particulars of the matter in dispute.
- (ii) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other Party of its appointment.
- (iii) The two (2) Arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.

The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties. The Board shall deliver its award in writing to each of the Parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the Parties and they shall carry it out forthwith.

By mutual agreement of the parties to this Agreement, a grievance may be referred to a single arbitrator, the selection of the arbitrator will be by mutual agreement, or if no agreement is reached, the Minister of Labour will be asked to appoint the arbitrator.

Each Party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointee to the Board and one-half (½) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.

ARTICLE III — HOURS OF WORK, CALLOUT, OVERTIME, SHIFT WORK

301 Hours of Work

(a) Commercial/Institutional

Eight (8) hours shall constitute a working day Monday to Friday, on the basis of a forty (40) hour week. The starting and stopping time may be varied by one (1) hour earlier or later than the normal 8:00 a.m. start at the Employer's discretion and any other such times that are mutually agreed. A mid-shift meal period of one-half (½) hour may be extended to one (1) hour by mutual agreement. All other time worked shall be considered overtime and shall be paid at the prevailing rates as established in Article 303.

*(b) Industrial

Hours of work on industrial jobs are as per (a) above but have been sunsetted until the ratification of the collective agreement following this May 1, 2004 - April 30, 2010 collective agreement. Hours of work on industrial jobs will revert provision in the May 1, 1994 - April 30, 1998 agreement if not otherwise bargained.

(c) Compressed Work Week

A compressed work week may be established by the Employer.

1. Hours of Work

- (i) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

- (ii) Notwithstanding (i), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer. Any other scheduling by mutual agreement.

2. Overtime

- (i) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (ii) On Commercial/Institutional jobs, the first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. On Industrial jobs, overtime worked on Saturday shall be payable at double time.
- (iii) All other overtime hours, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

3. Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

- (i) when a Statutory Holiday falls on the Friday of a Monday through Thursday compressed work week, such Statutory Holiday shall be observed on the Thursday.
- (ii) when a Statutory Holiday falls on the Monday of a Tuesday through Friday compressed work week, such Statutory Holiday shall be observed on the Tuesday.
- (iii) when a Statutory Holiday falls on a regular work day of a compressed work week, such Statutory Holiday shall be observed on such regular work day.

- (d) If employees are required by the Employer to report for work during the regular working day, and if no work is available, they shall receive two (2) hours' pay plus travel time and necessary expenses for reporting, when applicable. Men commencing work at the instance of the Employer shall receive a minimum of eight (8) hours pay plus travel time, when applicable. Workers commencing work shall receive a minimum of four (4) hours pay for work delayed by an act of god (ie. inclement weather).

- (e) The provisions of 301(d) are to cover scheduled days as per 301(a), (b) or (c).

302 Callouts

- (a) An employee called outside his regular working hours shall be paid at the prevailing rate, from the time of the callout until returning home, but in any case a minimum of two (2) hours including travelling time.
- (b) For incidental overtime hours on Saturday, Sunday, and statutory holidays that are scheduled prior to Friday noon, employees shall be paid time worked on site plus travel time, if applicable.

303 Overtime**(a) Commercial/Institutional**

The first two (2) hours of overtime immediately following the regular shift Monday through Friday shall be paid at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays on Commercial or Institutional jobs shall be paid at time and one-half (1 ½) rates. All other overtime shall be paid at double time.

***(b) Industrial**

The first two (2) hours of overtime immediately following the regular shift Monday through Friday shall be paid at one and one-half (1 ½) times. All other overtime shall be paid at double time rates.

(c) Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. The Employer will provide a hot meal at the second break at no cost to the employee. There shall be a coffee break two (2) hours after each meal period or commencement of overtime work. If a second meal break is provided, it shall replace the first coffee break on overtime hours.

***(d)** A man who has worked emergency overtime shall return to work after ten (10) hours rest but only if he can do so by 12:30 p.m. Whether or not he does return he shall be paid not less than eight (8) hours at the prevailing rate for that day. To qualify for eight (8) hours at the prevailing rate as set out in the preceding sentence, an employee must return to work by 12:30 p.m. if his overtime finished at or before 2:30 a.m. of the same calendar day. Where a man is called out to work in advance of 4:00 a.m., overtime rates shall be paid in addition to the man's prevailing rate should the work period run into his scheduled day. Should he be sent home before the end of that scheduled shift, he shall be paid at the prevailing rate for the hours remaining in that scheduled shift. (Reference to 8 hours a hard change for commercial/institutional but sunset for industrial per hours of work).

(e) All overtime will be evenly distributed where practicable.

304 Shift Work

(a) Shift work shall not be programmed on regular construction unless it is necessary to maintain the construction schedule on the project and no other economic means of manpower rearrangement can overcome an obvious delay of construction during the normal work day or if access to a workplace is unavailable during normal working hours.

(b) Men requested to report for shift work shall be notified a minimum of forty-eight (48) hours in advance of reporting time.

(c) No shift schedule will be established for a workman for less than three (3) consecutive days. In the event that shift schedule is not established, including statutory holidays, the applicable overtime will prevail.

(d) Shifts

Day Shift	8:00 a.m. to 4:30 p.m.
Afternoon Shift	4:30 p.m. to 12:30 a.m.
Night Shift	12:30 a.m. to 8:00 a.m.

Starting and stopping times may be varied by one hour earlier or later than the normal at the Employer's discretion and other such times that are mutually agreed.

Should a workplace not be available during normal shift hours, with prior approval from the Union, and such approval will not be unduly withheld, the Employer may schedule work between other hours.

Where a compressed work week is in effect per Article 301(b), shifts will be:

Day Shift	8:00 a.m. to 6:30 p.m.	(10 hours worked at straight time)
Night Shift	6:30 p.m. to 5:00 a.m.	(10 hours worked at straight time plus one-half hour for shift differential)

Should the starting time of the night shift be 7:00 p.m. or later, then the shift differential would be one hour at straight time.

(e) Shift Premiums

Day Shift	no premium ie. 8 hours pay for 8 hours work
Afternoon Shift	one-half (½) hour ie. 8 hours pay for 7 ½ hours work
Night Shift	one (1) hour ie. 8 hours pay for 7 hours work

Shift Premiums Underground

Day Shift	no premium ie. 8 hours pay for 8 hours work
Afternoon Shift	one (1) hour ie. 8 ½ hours pay for 7 ½ hours work
Night Shift	one and one-half (1½) hours pay ie. 8½ hours pay for 7 hours work

When shift work is performed on Saturday, Sunday or Statutory Holidays, a shift differential of one (1) hour for the night shift and one-half hour for the afternoon shift, at straight time, in addition to the applicable overtime pay for the regular shift hours, shall be paid. All other times shall be at the prevailing overtime rates.

- (f)** Should a work place not be available during normal shift hours, shift premiums are to be paid based on the majority of hours worked into which the shift falls. Where one-half of the hours worked fall on each of two shifts, the shift premium shall be the greater of the two shifts concerned.
- (g)** All hours worked outside established shifts will be paid at overtime rates as established in Article 303 (a) and (b). Meal time on the night shift shall be considered as time worked but shall not exceed one-half hour at straight time rates.
- (h)** Employees hired for or volunteer for a specific shift shall not be subject to shift rotation.
- (i)** Upon request, employees assigned by the Employer to any shift shall be rotated on a two- week basis if work on another shift is available.

(j) Occupied Buildings

On non-industrial work in occupied buildings and for shifts of less than three (3) consecutive days it may be necessary to deviate from the shift clauses contained in the standard agreement. With prior approval from the Union and such approval will not be unduly withheld, the Employer may schedule work outside the regular hours of work under the following conditions:

1. Employees will be notified twenty-four (24) hours before the commencement of the shift and the expiration of the shift.
2. Employees will be informed of the estimated number of shifts to be worked before commencement.

3. Employees shall be paid eight and one-half (8-1/2) hours pay for seven and one-half (7-1/2) hours work.
4. Premiums for additional shifts shall conform to the Standard Agreement.

ARTICLE IV - DUTIES AND DEFINITIONS OF FOREMAN, JOURNEYMAN, AND APPRENTICE

401 General Foreman

He shall be a Journeyman Wireman and a member of the Union. He shall supervise the work of other Foremen and direct all orders through them. When a job requires thirty (30) or more workmen, a General Foreman shall be appointed.

402 "A" Foreman

He shall be a Journeyman Wireman and a member of the Union. An "A" Foreman shall be appointed when he is directing six (6) or more workmen. An "A" Foreman shall be allowed to supervise the work of a maximum of ten (10) workmen except that where there is a "B" Foreman working under the "A" Foreman, the "A" Foreman shall be allowed to supervise up to fifteen (15) workmen. When an "A" Foreman has more than six (6) Journeymen under his supervision, he shall not be allowed to work with the tools.

Where in the opinion of the Union and the Employer the job will require six (6) or more workmen, then the "A" Foreman rate shall be paid from the start of the job.

Example of job build up:

TOTAL EMPLOYEES:

- 1 = "A" Foreman (working)
- 9 = "A" Foreman (working) plus six (6) Journeymen and two (2) Apprentices
- 11 = "A" Foreman (non working) plus ten (10) workmen.
- 16 = "A" Foreman (non working) plus "B" Foreman and fourteen (14) workmen.

Sequence of build up to be repeated until thirty (30) workmen on job then a General Foreman shall be appointed.

An Employer shall be allowed to send one (1) "A" Foreman per project site into the jurisdiction of other locals within the Province.

403 "B" Foreman

He shall be a Journeyman Wireman and a member of the Union. A "B" Foreman will be allowed to supervise the work of a maximum of five (5) workmen. A "B" Foreman must be appointed when two (2) or more workmen are employed on a job if one (1) of the Journeymen is required to give orders to one (1) or more Journeymen. A "B" Foreman shall be required to use tools.

404 Service Man

An electrician doing service work and driving a company vehicle.

405 Journeyman Wireman

An electrical worker who is classified as such by the Union and is qualified by training to perform the work described as the Inside jurisdiction of the I.B.E.W. Constitution.

406 Apprentice Wireman

An electrical worker who is serving an Apprenticeship to become a Journeyman Wireman but who has not yet qualified as a Journeyman Wireman. An Apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment which is potentially alive until the last six (6) months of his Apprenticeship and then only when accompanied by a Journeyman.

An Apprentice shall be under direct supervision of a Journeyman at all times. When a Journeyman and an Apprentice are working together and it becomes necessary for the Journeyman to leave for a short period of time, it should not be necessary for an Apprentice to accompany the Journeyman. An Apprentice shall not be permitted to work alone on any job regardless of the type of work involved nor regardless of the length of time needed to do the job, except as provided in this section.

Apprentices shall be given every opportunity and be engaged in diversified training in order that they become competent qualified tradesmen. It is the duty of Journeymen Wiremen to teach Apprentices the Wireman's trade. On industrial work the ratio of Apprentices combined to Journeymen on the Employer's payroll shall be one (1) Apprentice up to three (3) Journeymen and an additional Apprentice for each additional three (3) Journeymen, i.e., one (1) to three (3) Journeymen — one (1) Apprentice; four (4) to six (6) Journeymen — two (2) Apprentices; seven (7) to nine (9) Journeymen — three (3) Apprentices, etc., except that on residential construction as defined in Article 515, the ratio of Apprentices may be one (1) Apprentice to one (1) Journeyman, and these Apprentices shall not be considered as part of the overall company ratio.

On commercial/institutional work the ratio of Apprentices combined to Journeymen on the Employer's payroll shall be one (1) Apprentice up to two (2) Journeymen, and an additional Apprentice for each additional (2) Journeymen.

On residential work the ratio of Apprentices to Journeymen shall be as per the Residential Addendum.

If the Local Union is unable to supply sufficient Apprentices, then the provisions of Article I, 106 shall apply.

(See Letter of Understanding for Locals 993 and 1003.)

There shall be a Joint Training Committee of the E.C.A. of B.C. and I.B.E.W. Local 213 which will be responsible for the implementation of Appendix I — Electrical Joint Training Committee Society.

There shall also be Joint Training Committees of the E.C.A. of B.C. and Locals 230, 993, and 1003 which will be responsible for training and retraining of their respective memberships.

407 Pre-Apprentice Wireman

He shall be on probation for up to one (1) year and selected and approved by the appropriate selection committees. He shall not be employed on industrial projects. The ratio may be one (1) pre-Apprentice to three (3) Apprentices.

408 Cable Splicer

A Journeyman Wireman who has been qualified by training and admitted to the status of Journeyman Cable Splicer by the Union. Cable splicers shall undertake work in connection with lead covered cables and other high voltage cables involving jointing, splicing, testing, bonding, racking and repairing excepting low voltage control and signal cables not requiring wiping.

409 Cable Splicing Foreman

When two (2) or more Cable Splicers are employed on a job not supervised by a General Foreman, one (1) Cable Splicer must be appointed a Cable Splicer Foreman.

Cable Splicers' helpers or Apprentices must be Journeymen Wiremen and members of the Union.

410 Journeyman Winder

An electrical worker who is classified as such by the Union and is qualified by training to wind, overhaul, maintain and repair electric motors, generators, transformers, regulators, coils and other electrical apparatus.

411 Journeyman Instrument Technician

A Journeyman Instrument Technician is responsible for the servicing, maintenance, installation and overhaul of hydraulic, electric and electronic automatic control equipment associated with boilers and turbines and their auxiliary equipment and data logging, plant loud hailing and closed circuit T.V. monitoring equipment and process control. A Journeyman who has been admitted to the status of Instrument Technician shall have been an Instrument Technician Apprentice, Instrument Mechanic, Wireman, Electronic Technician or Communications Technician. He may perform the normal work of an Inside Wireman as required. A Journeyman Wireman may perform the work of an Instrument Technician.

412 Electrical Warehouseman

On industrial projects where the Employer establishes a warehouse, then an older Journeyman shall be given due consideration for the position.

ARTICLE V — PAYMENT OF WAGES

- 501 (a)** Wages shall be paid to employees at least every second week during regular working hours; five (5) regular working days hold back of pay shall be the maximum, subject to conditions out of the Employer's control. The Employer shall pay an advance of one hundred dollars (\$100.00) per day worked plus Living Out Allowance where applicable on alternate weeks to any employee when he requests it. This amount will be pro-rated for Foremen and Apprentices. When mutually agreed, an employee's pay cheque may be mailed to a designated address provided it is received within the normal pay period. Any irresponsibility in the payment of wages will be considered sufficient cause for the Union to require weekly payments or even daily payments in cash to employees and all cheques are to be made payable at face value.
- (b)** Where facilities are not available to cash pay cheques, the Employer shall provide means by prearrangement for employees to obtain cash in part or whole of their pay cheque on pay days.
- (c)** Employee's pay cheques shall be accompanied by a statement, in addition to previous required information, showing accrued statutory holiday fund and accrued annual vacation fund.
- Pension contributions are also to be shown on pay cheque statements.
- (d)** When employees are required to sign a time sheet, duplicates shall be provided to the employee.
- (e)** A sample payroll stub will be supplied to the Business Office of the Union upon request.

502 Coffee Time

On a regular shift, two (2) rest breaks not to exceed ten (10) minutes' absence from work will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is scheduled for ten (10) hours, there shall be two (2) fifteen (15) minute rest breaks inclusive of compressed work weeks. Where work is required for a period of ten (10) hours, unscheduled, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken. On camp jobs the Employer will cooperate

with the employees as to the method of making refreshments available.

***503** Journeymen shall install all electrical work in accordance with municipal rule, code requirements and contract specifications in a safe and workmanlike manner. When corrections have to be made to bring the work up to code and contract specification requirements because of faulty or careless workmanship, the Journeyman, unless he has performed the work under specific instructions of his Foreman, shall make such correction up to a maximum of eight (8) hours at no labour cost to the Employer. (Reference to 8 hours a hard change for commercial/institutional be a sunset for industrial per hours of work.)

504 High Time

Employees required to work at elevations of eighty (80) feet or more above the immediate surrounding area where no fixed permanent platforms or ladders are installed shall be paid at the prevailing rate plus fifty percent (50%) of the straight time rate. (Minimum of two (2) hours)

505 Underground

- (a) Employees required to work underground will receive prevailing rate wages plus ten percent (10%). This clause will not apply to work performed within basements of buildings, open ditches, completed underground structures such as power houses, cable vaults and transformer vaults.
- (b) Leather and rubber gloves, coveralls and other necessary clothing shall be supplied by the Employer and shall be manufactured union where possible. Employees making use of clothing will be responsible for the return of such articles subject to normal wear. Failure to return such articles will subject the employee to paying for same at cost unless the loss of these articles is due to fire or theft from lockup.
- (c) There shall be a Foreman in each working area at all times.
- (d) Hot coffee and soup shall be supplied to underground workmen at coffee break.
- (e) On underground work there shall be a minimum of two (2) electricians together at all times, one (1) of which may be the Foreman.
- (f) Workmen shall have access to sniffer and take readings periodically when working underground.
- (g) When employees commence work underground they shall be paid a minimum of four (4) hours pay at the prevailing underground rate.
- (h) Lunch time shall be at MID-SHIFT. Meal time shall be considered as time worked including ten percent (10%) premiums, but shall not exceed one half (½) hour. It is understood that to receive the premium a workman who is not on the first, second or third shifts must remain underground during the lunch period.

506 Use of Vehicles

- (a) No employee, employed under the terms of this Agreement, shall use his own vehicle for the transportation of Company tools, equipment or material. This will in no way prohibit a workman from transporting his own tools.
- (b) No employee shall be permitted to use his own vehicle in a manner which the Union considers unfair to other workers or against the best interests of the Union.
- (c) The Employer agrees to identify all vehicles used primarily to transport material, tools or equipment for work covered by this Agreement. The Company name and location must be affixed on both sides of each vehicle in a permanent manner with 2 inch legible letters accepted as a minimum.

- (d) The Employer shall supply a copy of the current Canadian Electrical Code Book to servicemen operating a service truck.

507 Layoff

- (a) When an employee is to be laid off or terminated, both the employee and Shop Steward (on the job) shall be notified one (1) hour prior to layoff. Sufficient time, minimum of one (1) hour, at the prevailing rate shall be granted for the employee to gather his personal belongings on termination by the Employer.
- (b) When an Employer does not supply work within forty- eight (48) hours (Saturdays, Sundays and Holidays excepted), the employee shall be laid off and shall be given his unemployment insurance separation certificate.
- (c) Where the employment of an employee is terminated by the Employer, the Employer shall pay to the employee all wages earned by the employee upon the termination of the employment. Where the employee does not receive all wages due on termination, he shall be entitled to two (2) hours pay for each day he is kept waiting.
- (d) When an employee gives notice of his intention to quit seventy-two (72) hours in advance of quitting, his wages, vacation pay, Statutory Holiday pay and separation certificate will be ready at the end of the seventy-two (72) hour period, providing he works the hours of work during the seventy-two (72) hour period.
- (e) The Employer shall not dismiss or discipline an employee bound by this Agreement, except for just and reasonable cause.

508 Tools

- (a) Journeymen and Apprentice Wiremen shall provide themselves with the following minimum tools:

Knife	Twenty-five foot (25') rule
Pliers, 7" or 8" (cutting side)	Screwdrivers
Pliers 8" (diagonal)	Crescent Wrenches to 10"
Tinsnips	Allen Wrenches (3/16, 7/32, 1/4, 5/16, 3/8)
Pencil	Hammer
Square	Level
Pliers (gas)	Hacksaw
Key Hole Saw	Nutdriver 7/16"
Wire Strippers (Ideal #45120 or equivalent)	

509 Documentation

All time spent by employees to document, make travel arrangements and for Doctors' examinations as required as a condition of employment shall be paid as time worked on a straight time basis. Employees shall be entitled to receive same whether he is accepted or rejected for employment. Such time shall take effect from the time a member reports at the point where documentation and travel arrangements are to be made. This point must have been previously mutually agreed to.

510 Compensation

When an employee is injured on the job and is placed on compensation and it is not necessary for him to be confined to hospital, he shall be returned to point of hire (on in town jobs to the man's domicile) at the Employer's expense should he or the Employer so desire. The Employer shall be responsible for the return of the employee's vehicle on the above mentioned in town jobs.

Employees will be paid a full day's pay for the day of injury.

A man on active compensation claim cannot be terminated by the Employer.

511 Camps

Where board and lodging is supplied in a camp, this board and lodging shall be in accordance with Camp Rules and Regulations laid down by the B.C. and Yukon Provincial Building Trades Council.

512 Toilets, etc. and Lunch Areas

The Employer shall provide a suitable heated lunch room, vented where practical, and facilities for employees to change and dry clothing. The lunch room shall not be used as a place to store tools and/or equipment.

Where there is no running water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.

The Employer shall supply clean flush toilets, wash up facilities and hand cleaner.

On jobs of insufficient size or length to warrant the above conditions, this clause shall not apply.

In the event that proper toilet facilities as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

513 On the prefabbing of conduit, duct, molding flex, E.M.T. rigid conduit, metal wireways or their substitutes, conductors and modular units when possible and under the Employer's control, such prefabricating shall be done by members of the Union working under the Inside Wiremen's Agreement.

514 Helicopters

In the event that a helicopter is used by the Employer during the course of construction, a workman shall be paid wages in the manner following:

- (a)** A workman who during the course of a day is not required to work with a helicopter but who is transported on the job by helicopter shall for that day be paid one (1) additional hour of normal straight time wages;
- (b)** A workman who during the course of a day is assigned to work directly with a helicopter and whose work during the day requires him to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of his prevailing rate for all hours worked during that day and shall be classified as a Journeyman Wireman.
- (c)** A workman who during the course of a day is assigned to work directly with a helicopter and whose work during that day requires him to work above ground shall for that day be paid a premium equal to fifty percent (50%) of his prevailing rate for all hours worked during that day and shall be classified as a Journeyman Wireman;
- (d)** Nothing contained in Article 514 (a), (b) and (c) herein shall be construed or interpreted in such a manner as will entitle a workman in any one (1) day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of his prevailing rate for all hours worked during the day.
- (e)** The words, "assigned to work directly with a helicopter" contained in Article 514 (b) and (c) herein shall be deemed to apply only to a workman expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at his station of work, and nothing in the recited Article 514 (b) and (c) shall be construed or interpreted in such a manner as will entitle a workman to claim helicopter premiums for any other work performed on materials subsequently

carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of helicopters.

- (f) A workman being transported on the job by helicopter shall carry with him his hand tools and safety belt together with his lunch and rain clothing when appropriate. Other tools and rigging supplies and miscellaneous materials necessary for performance of the work shall be carried together with a workman. No slung loads shall be carried while transporting men.
- (g) Riding in a helicopter shall not be a condition of employment.
- (h) There shall be radio contact between the helicopter pilot and workmen receiving or hooking or stringing at all times.
- (i) A workman who during the course of the day is assigned to work directly with a helicopter shall be covered by a death and dismemberment insurance in the amount of \$130,000.00 at the cost of the Employer and in accordance with the following:

Description of Hazards

The hazards against which insurance is provided are injuries sustained by an employee in the course of his employment with the Employer in consequence of the use of helicopters by or on behalf of the Employer.

Exclusions

This insurance does not cover any loss, fatal or non-fatal, caused or contributed to by suicide or self-destruction or any attempt there-at, while sane or insane. The employee shall advise the Employer of his beneficiary and complete a beneficiary card.

515 Residential Construction

The Residential Construction Addendum attached to this Agreement shall form part of the Agreement.

ARTICLE VI - ANNUAL VACATION AND STATUTORY HOLIDAYS

601 Annual Vacation

- (a) An annual vacation shall be granted and shall be taken in each and every year. It is agreed that the annual vacation pay for an employee working under this Agreement shall be paid in the following manner. In addition to an employee's total earnings, the Employer shall pay six point three six percent (6.36%) of the employee's total earnings and pay it on each pay cheque. Total earnings are defined as wages earned.
- (b) It shall be a violation of this Agreement for an employee to forego his paid vacation or work for wages during his holiday period.
- (c) All holiday pay owing will be paid upon termination.

602 Statutory Holidays

- (a) Statutory Holidays shall be: New Years Day, Third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Dominion Day, Friday preceding B.C. Day, B.C. Day, Discovery Day (L.U. 993 — Yukon Only), Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other Day declared as such by the Provincial or Federal Government.

On all commercial-institutional projects, the third Monday in February (Heritage Day) and the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

Statutory Holidays as stated above which are worked shall be paid for at double time rate in addition to the regular Statutory Holiday pay, with the exception that servicemen may work on the third Monday in February (Heritage Day) and the Friday before B.C. Day and Labour Day with no premium compensation paid.

It is, however, understood that servicemen may take other days off in lieu of the three (3) designated days and be paid in accordance with Article 602(b).

No work shall be performed on Labour Day except to preserve life or property.

- (b) It is agreed that Statutory Holiday pay for an employee working under this Agreement shall be paid in the following manner. In addition to an employee's total earnings the Employer shall pay six percent (6%) (or when working in the Yukon Territory, six point four percent (6.4%)) of the employee's total earnings on each pay cheque.
- (c) If a Statutory Holiday(s) falls on a Saturday or Sunday, the closest following work day(s) will be observed.

ARTICLE VII - TRAVEL ALLOWANCE

701 Initial and Terminal Travel - Out-of- Town Jobs

Employees required to travel to and from out-of -town jobs shall receive the following travel allowance to and from the point of dispatch or residence whichever is closer to the job:

Forty-five cents (\$0.45) per kilometre and effective November 1, 2005, fifty cents (\$0.50) per kilometre by the most direct route inclusive of ferry expenses from the point of dispatch or residence, whichever is closer to the job. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. Mutual agreement of the parties is required to effect any amount exceeding fifty cents (\$0.50)per kilometre.

Mutual agreement of the Employer and employees is required for the use of air transportation. Should air transportation be used, the Employer shall pay air transportation costs inclusive of ground transportation at the terminus.

702 Daily Travel - Travel Time and Expenses (also see Local Addenda)

- (a) The Employer will pay all travel time and expenses from reporting point to the job, job to job, and from job to reporting point. Men will receive all actual expenses incurred in proceeding to and from the job by land, sea or air and all telephone expenses incurred in connection with the job. Car expenses will be thirty-seven cents (\$0.37) per kilometre when other than company vehicle or public transportation is used. No Employee will be obligated to carry passengers. All travelling time will be paid at the prevailing rate but time spent travelling will not exceed ten (10) hours in any one calendar day unless otherwise agreed by the Union.
- (b) Where accommodation and meals are required while travelling, Building Trades standards or first class accommodation for that particular area will be used.

- (c) Travel allowance to out-of-town jobs is to be paid after a maximum of five (5) working days where payroll facilities are not available on the site. Where the payroll is on site, travel expenses shall be paid on the day of arrival.

703 Headquarters — Report Points

- (a) The Employer shall establish a permanent place or places of business to which employees may be required to report for work. Employees will have only one headquarters at a time as determined by the Employer.
- (b) If an employee is required to report to a job, the Employer shall establish one (1) report point or points as mutually agreed by the Employer and the Union, which shall provide all employees with a safe place for storing tools and drying clothes. The Employer shall immediately indemnify employees for damage by fire, water or burglary of tools and/or clothing from the report point, a list to be filed with the Employer.

The report point will be as close as possible to ground level and public parking.

On industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom (for non- camp jobs).

(c) **(Local 1003 only)**

The Employer shall establish a permanent shop on each project at which employees shall report at starting and quitting time. These shops shall be so equipped as to provide all workmen with a safe place for storing personal tools and drying clothes. The Employer shall indemnify employees within five (5) working days for damage by fire, water or theft of personal tools and clothing in the shop.

704 The following terms and conditions shall apply on out-of-town jobs for Locals 213 and 1003, and where alternative 4 of Section 3 of the Local 230 Addendum or alternative 3 of Section 3 of the Local 993 Addendum is chosen.

- (a) The Employer shall establish one report point for the job which shall provide all employees with a safe place for storing tools and drying clothing. The Employer shall indemnify all employees within five (5) working days for loss of tools and clothing from his premises or lockup, because of burglary or fire. Appropriate forms to list employees' belongings will be supplied by the Employer.

***(b) Marshalling Points**

On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- (c) Employees on living out allowance at their own request shall provide their own transportation and time to and from the point used as a starting and quitting point by the remainder of the employees.
- (d) When a camp is provided, board and lodging shall be provided seven (7) days per week and equal to the B.C. and Yukon Building and Construction Trades Provincial Council Camp Standards. When a camp is not established, board and lodgings shall be provided seven (7) days a week.

Where the employee is boarded in a camp, the Employer shall provide hot soup, beverages and sandwiches. It will be the responsibility of the Employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer. Travel allowance as provided in the

Agreement will not be applicable at noon or when the employee returns to the accommodation for the mid-shift meal.

- (e) Any employee who desires to live away from the board and lodgings provided by the Employer shall make written request to the business office of the Union and if the request is granted shall thereafter receive from the Employer fifty-one dollars (\$51.00) per day for seven (7) days per week until such time as he is either returned to Zone 1 or moves back into the accommodation provided by the Employer. The Union may cancel such permission to live out of camp if workmen are found to be living in accommodation it considers to be sub-standard. When an employee has been absent without a reasonable excuse, living out allowance shall not be paid.
- (f) Employees receiving board and lodgings shall be entitled to weekend and Statutory Holiday checkout allowance of fifteen dollars (\$15.00) per day, providing notice is given to the Employer by noon of the last working day.

An employee on living out allowance at his own request will not be permitted to move into the accommodation provided by the Employer more than once unless sanctioned by the Employer and the Union.

Where employees are boarded in a hotel or motel, they must vacate their rooms if so requested by the Employer. A room will then be provided by the Employer for storage space for the employee's personal belongings during the weekend checkout period.

Employees living in camps will not be required to vacate their rooms during weekend checkout.

(g) Living Out Allowance

Should a living out allowance be negotiated for any job or project, then under these circumstances the job site will be the report point and every employee must take living out allowance. Living out allowance shall not be paid to local residents as defined in 704(h). Where living out allowance is provided, it is agreed that an amount of eighty-five dollars (\$85.00) per day and effective May 1, 2007, ninety dollars (\$90.00) per day, and effective May 1, 2009, one hundred dollars (\$100.00) per day seven (7) days per week shall be paid. To qualify for living out allowance on weekends, the employee must work the last scheduled shift prior to the weekend and the first scheduled shift following the weekend or statutory holiday.

Where there is no camp accommodation, the employee may choose living out allowance or Employer-supplied accommodation plus meal allowance on a seven (7) days per week basis. The meal allowance shall be fifty dollars (\$50.00) per day; effective May 1, 2007 the allowance shall increase to fifty-two dollars and fifty cents (\$52.50) per day; and effective May 1, 2009 shall increase to fifty-five dollars (\$55.00) per day.

(h) Local Resident

A local resident will be defined to mean any person residing within eighty (80) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres. Living out allowance shall not be paid to local residents.

- (i) When employees are requested by the Employer to change accommodation they shall receive actual time at the prevailing rate.

***(j) Turnaround or Periodic Leave**

On out of town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

250 km to 500 km	\$100.00
501 km to 750 km	\$200.00
751 km to 1,000 km	\$250.00
over 1,000 km	\$325.00

The mileage will be computed from the project to the transportation terminal nearest the employee's domicile. It is agreed the above amounts will be paid only once for each turnaround.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living out allowances shall not be paid during leave periods.

- (k) 1. Employees qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile, except members from other locals or out of province employees who shall return to the point of dispatch within the province of B.C.
- 2. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.
- 3. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the Collective Agreement..

ARTICLE VIII — WAGE SCHEDULE

(For full breakdown see attached wage schedule).

ARTICLE IX — WELFARE

901 (a) Local 213 only

At the end of each calendar month, the Employer will pay to the Electrical Industry's Welfare Trust Funds two dollars and ten cents (\$2.10) for each payroll hour earned by each employee in his employ during such month who is covered by the Collective Agreement referred to in the preamble hereto. These contributions shall be for the benefit of such employees.

(b) Locals 230, 993, and 1003

At the end of each calendar month the Employer will pay to the Electrical Industry's Welfare Trust Funds one dollar and ninety-nine cents (\$1.99) and effective November 1, 2005, two dollars and forty cents (\$2.40) for each hour earned by each employee in his employ during such month who is covered by the Collective Agreement referred to in the preamble hereto. These contributions shall be for the benefit of such employees.

902 Payments to the Welfare Trust Funds based on hours earned shall be made by cheque payable at par at the City of Vancouver, Province of British Columbia for Local 213 Welfare Plan addressed to Administrator of Local 213 Electrical Workers Welfare and Pension Plan. For Local 230, 993, and 1003, address to Administrator, Electrical Industry Trust Fund and shall be due and payable not later than ten (10) days after the termination of the calendar month in which the hours were worked. Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen (15) percent per month for late remittances with a minimum of twenty-five (\$25.00) dollars. The Employer concerned will not only remain liable to the said Trust Fund for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the times provided herein. The Employer shall also forward the remittance forms provided by the Administrator setting out the names and classifications of the employees in respect of whom such

payments are made and the amounts paid in respect of each employee and the hours worked by each employee during such calendar month, together with such other information as may be required by the Trustees.

903 Annual and Statutory Holidays shall not, for the purpose of determining the contributions to the Electrical Industry's Welfare Trust Funds, be considered as hours earned unless work is actually performed on such days, and each actual overtime hour worked including overtime hours worked on annual and Statutory Holidays shall for this purpose be considered as two (2) hours.

904 Industry Funds

In addition to the amounts contributed under Article 901, the following funds shall be designated and for each hour earned shall be contributed by the Employer to the Administrator, Electrical Industry's Welfare Trust Funds in Trust or to such other person or corporation in trust as the Parties hereto may agree from time to time in writing on behalf of every employee covered by this Agreement. Payments shall be made by the Employer directly to the Fund by the 10th day of the month following the month that such contributions cover. Cheques may be post-dated the 15th of the month.

	Aug 7, 2005	Nov 1, 2005	May 1, 2006
Training Funds:			
(Local 213)	0.29	0.29	0.29
(Locals 230, 993, 1003)	0.30	0.30	0.30
Bursary Fund	0.05	0.05	0.05
Drug & Alcohol Rehabilitation	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
Affiliation Fees			
(Local 213)	0.06	0.06	0.10
(Locals 230, 993, 1003)	0.06	0.10	0.10
Joint Industry Promotion Funds			
(Local213)	0.05	0.05	0.05
Locals 230, 993 ,1003)	0.05	0.10	0.10
Contract Administration Fund	0.11	0.13	0.13
E.C.A. of B.C.	0.15	0.15	0.15
BCBCBTU	0.01	0.01	0.01
Library Fund (Local 993 only)	0.03	0.03	0.03

905 Pension and Retirement Fund

The Employer will remit the following amounts to the Union Pension Plan and Retirement Fund for each payroll hour earned by each employee covered by this Collective Agreement:

	May 1, 2004	Nov 1, 2006	May 1, 2007	Nov 1, 2007
Local 213	\$2.90	\$3.40	\$3.65	\$3.90
Locals 230 & 993	\$5.10	\$5.10	\$5.10	TBA
Local 1003	\$4.60	\$4.60	\$4.60	TBA

with the exception of Pre-Apprentices and Apprentices as follows:

Pension or Retirement Fund

Pre-Apprentices	0% of Journeyman
1st and 2nd term Apprentices	0% of Journeyman
3rd and 4th term Apprentices	25% of Journeyman
5th and 6th term Apprentices	50% of Journeyman
7th and 8th term Apprentices	75% of Journeyman

Payments and remittance forms shall be due at the end of each month and not later than ten (10) days after the termination of the calendar month in which the hours are worked. Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen (15) percent per month for late remittances with a minimum of twenty-five (\$25.00) dollars.

The Employer shall include on the monthly remittance forms names, social insurance numbers and hours worked by each employee, together with such other information as may be required by the Pension Plan Trustees.

906 Duplicate Forms

Duplicate report sheets for Health & Welfare and Pension to be supplied to the Local Union.

907 Contract Administration Fund

The Parties agree that each employer shall contribute the sum of thirteen cents (\$0.13) for each hour earned on behalf of each employee working under the terms of each collective agreement covered by the Constitution of the BCBCBTU, to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form utilized by each Union of the BCBCBTU, to CLR. Payment to CLR shall be made by the Union not later than the last day of the month for all monies remitted by the 15th day of that month and shall be accompanied with a summary report that provides hours of work and fund remittances by each signatory contractor.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

908 Electrical Contractors Association Fund

The Employer shall contribute the sum of fifteen cents (\$0.15) for each hour earned by employees covered by this Agreement to the Electrical Contractors Administration Fund. ECA may alter this amount with sixty (60) days written notice. Contributions shall be made in accordance with Article 904.

909 Joint Industry Promotion Fund

The Employer shall contribute the sum of five cents (\$0.05) for each hour earned by employees covered by this Agreement to the Joint Industry Promotion Fund. Contributions shall be in accordance with Article 904. Effective November 1, 2005, and for Locals 230, 993 and 1003, this contribution increases to ten cents (\$0.10) per hour earned.

It is further understood and agreed that the Parties signatory hereto will establish a joint committee of equal representation who will determine the terms of reference and oversee the administration of the fund. Committees are to be established in the respective jurisdictions.

910 It is agreed and understood that in Local 213 there shall be established an Electrical Construction Industry Joint Apprenticeship Committee for the training of Apprentices and the advanced training of Journeymen. The terms of reference and procedure will be as per Appendix 1.

911 Provincial Joint Conference Board

This Board shall consist of a member appointed by each Local Union and one Employer from each Local Union area to be appointed by the E.C.A., plus a representative who may be appointed by the I.B.E.W. International Office, plus a representative appointed by the Electrical Contractors Association of B.C.

The Provincial Joint Conference Board shall meet a minimum of three (3) times per year.

The Joint Conference Board shall consider means to develop and maintain good relations and communications between employees and Employers and consider and make recommendations for the advancement of the electrical construction industry.

ARTICLE X — SAFETY PRACTICES

1001 The Employer and the Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply and safety practices established on projects, also the Safety Practices section of this Agreement.

The Employer and the Union will establish Safety Committees at headquarters or jobs where fifteen (15) or more employees are working. At headquarters or jobs where less than fifteen (15) employees are working, then one (1) man shall be appointed to act as the safety representative.

Adequate time and transportation will be supplied by the Employer in order that safety representatives may carry out their duties.

All workmen will receive a safety orientation tour of the job site upon his arrival.

Where regulations warrant all workmen will have access to sniffer readings.

It shall not be a condition of employment to work under unsafe conditions.

1002 A Journeyman will not be allowed to work on high voltage alone, or in a hazardous position alone, but must be accompanied by another Journeyman. 450 volts A.C. or 300 volts D.C. to be considered high voltage for Wiremen. Cable Splicers shall not work on live cables where the difference in potential is more than 300 volts between the conductor and ground.

1003 In the event of accidental damage by employees to customer's property, said damage shall be paid by Employer or by suitable insurance scheme carried by the Employer. It is understood and agreed that the average liability insurance policy that covers both the Employer and employees, which is now carried by a majority of the signatory Employers, shall be determined and implemented as the minimum amount that shall be carried by all signatory Employers as of January 1, 1983.

1004 Protective clothing and safety equipment including stamped rubber gloves, hard hats, winter linings, new sweat bands as required by the Workers' Compensation Board to protect a man and his clothing shall be supplied by the Employer, and shall be union made whenever possible.

Rubber boots having steel toes and rainproof clothing to be supplied by Employer to men requested to work in adverse conditions.

Employer will supply protective clothing for welding and cutting.

Employees making use of clothing, etc. will be responsible for the return of such articles subject to normal wear. Failure to return such articles will subject the employee to paying for same at cost.

Where requested by the Employer to use explosive activated tools, time spent to obtain certificate shall be during working hours and considered as time worked. (High explosive activated tools shall not be used.)

The Employer shall be responsible for keeping all areas free of all hazards and debris.

All high voltage equipment must be tested and adjusted by qualified people before being energized.

- 1005** In underground work the Employer shall provide, at designated places, safe dry lockers to keep high voltage tools and equipment when not in use.
- 1006** The Employer shall provide a water-tight roof and wooden floor for all underground transformer banks and switchgear stations. Metal nails or bolts shall not be driven through flooring. Rubber mats shall be provided.
- 1007** Each job shall have adequate secondary (750 volts) testing equipment available on site. No potentially live equipment over 750 volts shall be worked on unless adequate testing equipment is available on the job site.
- 1008** When Workers' Compensation Board regulations require a First Aid Attendant on the job, then he shall remain at all times while men are working.

ARTICLE XI

1101 Payment of Wages and Welfare

Timely payment of wages and contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

- (1) The Union will advise the Employer in writing of any delinquency.
- (2) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and Holidays, the Union may then request a meeting with the Employer.
- (3) Should the matter not be resolved at the above mentioned meeting the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon twenty-four (24) hours notice to the Employer withdraw its members from the Employer without contravening the terms of this Agreement.

ARTICLE XII

- 1201** The Electrical Construction Industry of British Columbia Indemnity Fund shall be maintained by the E.C.A. of B.C. and the I.B.E.W. Locals 213, 230, 993, and 1003, and shall be part of this Agreement. (Copies of rules on file at E.C.A. of B.C. offices.)

ARTICLE XIII

1301 B.C. JURISDICTIONAL WORK ASSIGNMENT PLAN

- (a) Both Parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime

- Parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (b) The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
 - (c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
 - (d) The Parties agree in all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignments established by the Plan.
 - (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
 - (f) Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the Jurisdictional Assignment Plan, the union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, Arbitration or the B.C. Labour Relations Board, unless the union has obtained a ruling from the umpire in its favour, in which event the union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.
 - (g) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignments Plan. The necessary funds will be collected through provisions in the Collective Agreement.

1302 JURISDICTIONAL ASSIGNMENT PLAN FUND

- (a) One cent (\$0.01) per hour, for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this Collective Agreement (hours worked or hours earned as the case may be).
- (b) These monies will be remitted to the Trustees by the 15th day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

IN WITNESS WHEREOF the Parties to this Agreement have caused this instrument to be executed by their duly appointed representatives and their seals affixed hereto.

SIGNED AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA THIS _____, DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (4 LOCALS)

APPENDIX "A" – SUNSET CHANGES

The following articles (which have been marked with an asterisk *) have been sunsetted until the ratification of the collective agreement following this May 1, 2004 - April 30, 2010 collective agreement. Should these articles not be otherwise negotiated by the Parties, they shall revert to their wording in the May 1, 1994 - April 30, 1998 collective agreement.

Article 301(b)	Hours of Work (Industrial only)
Article 303 (b) and (d)	Overtime (Industrial only)
Article 503	Hours (Industrial only)
Article 704(b)	Marshalling Points
Article 704(j)	Periodic Leave/Turnarounds

SERVICE & MAINTENANCE ADDENDUM

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. on its own behalf and on behalf of its members set forth hereto and those members added from time to time by mutual agreement of the Parties

(Hereinafter referred to as the Employer)

AND:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 213, 230, 993, AND 1003

(Hereinafter referred to as the Union)

CLAUSE I - OBJECT

1.01 The object of this Addendum is to protect the life and property of the clients of the Electrical Industry in the event of a strike or lock-out.

CLAUSE II - DURATION

2.01 This Addendum will only become operative in the event of a strike by the Union or by a lock- out by members of C.L.R.A. of B.C. Signatory to the Inside Wiremen's Collective Agreement.

2.02 This Addendum shall remain in full force and effect for the duration of either a strike or a lock- out by one of the Parties to this Addendum and may only be amended, cancelled or renewed during negotiations for the Standard Collective Agreement.

CLAUSE III - TERMS OF EMPLOYMENT

3.01 During the operation of this Addendum, employees shall be employed in accordance with the terms and conditions of the expired Standard Collective Agreement negotiated between the Parties.

CLAUSE IV - SCOPE OF WORK

4.01 Service and Maintenance Work covered by this No Strike - No Lock-Out Addendum is defined as work necessary to prevent serious injury to health or to the property of customers or the public and, without limiting the generality of the foregoing, shall include:

Repairs to all electrical and/or electronic equipment as defined in Article 103 of the Collective Agreement, including computer, control rooms and sub-station equipment.

4.02 "Service and Maintenance Work" does NOT include new construction or major restoration or remodelling work.

CLAUSE V - DESIGNATION

5.01 Upon notice of strike by the Union or Lock-Out by the Employer, each firm signatory to this addendum shall designate those employees who are employed as servicemen. The names of employees so designated shall be forwarded to C.L.R.A. of B.C. and the Union within five days (5) of date of either of the Parties notice to strike or lock-out.

CLAUSE VI - VIOLATIONS

6.01 Employers found performing new construction work or work not covered by this Addendum shall have their rights to operate under this Addendum cancelled upon written notice by the Joint Industry Committee.

6.02 The Union has the right to picket any Employer found in violation of this Addendum.

DATED THIS _____ DAY OF _____, 2007 in the City of New Westminster, B.C.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCALS 213, 230, 993,
AND 1003

LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 213, 230, 993, AND 1003

The Parties hereby agree that the following understanding will form part of the 2004 - 2010 Collective Agreement.

The Local Union, in conjunction with the Employers' representative or the Employers bidding work in the respective jurisdictions, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement and in writing, amend or delete any terms or conditions of the Agreement for the length of the job.

Both parties agree that such enabling shall not be used to reduce or eliminate any joint industry funds or individual dues to umbrella organizations without the prior written consent of the BCBCBTU and CLR.

SIGNED AT THE CITY OF NEW WESTMINSTER, IN THE PROVINCE OF BRITISH COLUMBIA THIS _____, DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (4 LOCALS)

RESIDENTIAL CONSTRUCTION ADDENDUM

PREAMBLE:

This Addendum attached to the IBEW Inside Wiremen's Collective Agreement is to assist the Union and the signatory Contractors in recovering residential construction as defined in Clause I and under the terms provided herein.

The term of this Addendum shall be concurrent with the Inside Wiremen's Agreement.

The Contractors, in becoming signatory, agree to actively pursue tendering on the work defined herein and the Union agrees to supply workers in adequate numbers and with the relevant skills.

CLAUSE I - RESIDENTIAL CONSTRUCTION DEFINITION

Residential construction shall be defined as all forms of residential construction up to and including highrise apartments and shall include underground parking and recreational facilities where such facilities are for the exclusive use of the residents. The structures herein before described shall qualify as residential providing that not more than fifteen percent (15%) of the occupiable space is designated for commercial use.

CLAUSE II - APPLICABILITY

- A. The terms of this Addendum shall be applicable to residential construction work as defined and provisions contained herein shall supersede parallel provisions of the Standard Agreement on such defined work. The provisions of the Standard Agreement not qualified by this Addendum shall remain operative and in full effect.
- B. Notwithstanding the provisions of Clause II(A), this Addendum will not be applicable on highrise apartment or projects funded by Union pension funds unless prior approval is given by the Union.

CLAUSE III - HIRING

- A. The following provisions are designed to encourage current signatories to the Standard Agreement to expand their operations into the residential market. In consideration of the problems associated with establishing a new market, the parties agree to the following:
- B. The Local Union shall establish a residential Hiring Procedure which shall remain for the duration of this Addendum.
- C. The Local Union further agrees to consider for membership qualified residential Wiremen.

CLAUSE IV - HOURS OF WORK

- A. Notwithstanding the relevant terms of the Standard Agreement, the hours of labour on the work defined herein shall be eight (8) hours per day between 7:00 a.m. and 5:00 p.m. excluding the one-half (½) hour unpaid lunch break. The regular work week shall consist of five (5) days per week, Monday to Friday inclusive.
- B. Overtime of up to two (2) hours in excess of the above defined eight (8) hours per day, Monday to Friday inclusive, may be worked as required at one and one-half (1-1/2) times the regular rate. On Saturdays, up to eight (8) hours may be worked at time and one-half (1-1/2).

- C. As an alternative to the foregoing, the Employer may schedule all or a portion of the crew to Tuesday to Saturday inclusive, on the basis of eight (8) hours per day at the regular rate. Employees must be notified of changes in their work schedule by Thursday of the week preceding the changed work schedule. On Mondays, up to eight (8) hours may be worked at time and one-half (1-1/2).
- D. Any work scheduled on Sunday shall be paid at two (2) times the hourly rate.

CLAUSE V - APPRENTICE/PRE-APPRENTICE RATIOS

On residential construction as defined in Clause I, the ratio shall be: one (1) Journeyman, one (1) Apprentice and one (1) Pre-Apprentice and shall be hired in that order, and these Apprentices/Pre- Apprentices shall not be considered as part of the overall company ratio.

CLAUSE VI - FOREMEN

Residential Foreman shall be a Journeyman Wireman and a member of the Union. The Foreman will be allowed to supervise all employees and the Employer on the job, and shall be permitted to work with the tools.

CLAUSE VII - MONETARY PACKAGE

- A. Wage rates for all Employees engaged in residential construction shall be as follows:

Local 213	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman	26.42	26.87	27.29	27.54	27.86	28.18	TBA	TBA	TBA
Foreman (112% of Jny. rate)	29.59	30.09	30.56	30.84	31.20	31.56	TBA	TBA	TBA
Pre-Apprentices:									
1st 6 months (40%)	10.57	10.75	10.92	11.02	11.14	11.27	TBA	TBA	TBA
2nd 6 months (45%)	11.89	12.09	12.28	12.39	12.54	12.68	TBA	TBA	TBA
Apprentices:									
1st term (50%)	13.21	13.44	13.65	13.77	13.93	14.09	TBA	TBA	TBA
2nd term (55%)	14.53	14.78	15.01	15.15	15.32	15.50	TBA	TBA	TBA
3rd term (60%)	15.85	16.12	16.37	16.52	16.72	16.91	TBA	TBA	TBA
4th term (65%)	17.17	17.47	17.74	17.90	18.11	18.32	TBA	TBA	TBA
5th term (70%)	18.49	18.81	19.10	19.28	19.50	19.73	TBA	TBA	TBA
6th term (75%)	19.82	20.15	20.47	20.66	20.90	21.14	TBA	TBA	TBA
7th term (80%)	21.14	21.50	21.83	22.03	22.29	22.54	TBA	TBA	TBA
8th term (90%)	23.78	24.18	24.56	24.79	25.07	25.36	TBA	TBA	TBA

Local 230	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman	24.30	24.30	24.75	25.20	25.74	TBA	TBA	TBA	TBA
Foreman (112% of Jny. rate)	27.22	27.22	27.72	28.22	28.83	TBA	TBA	TBA	TBA
Pre-Apprentices:									
1st 6 months (40%)	9.72	9.72	9.90	10.08	10.30	TBA	TBA	TBA	TBA
2nd 6 months (45%)	10.94	10.94	11.14	11.34	11.58	TBA	TBA	TBA	TBA
Apprentices:									
1st term (50%)	12.15	12.15	12.38	12.60	12.87	TBA	TBA	TBA	TBA
2nd term (55%)	13.37	13.37	13.61	13.86	14.16	TBA	TBA	TBA	TBA
3rd term (60%)	14.58	14.58	14.85	15.12	15.44	TBA	TBA	TBA	TBA
4th term (65%)	15.80	15.80	16.09	16.38	16.73	TBA	TBA	TBA	TBA
5th term (70%)	17.01	17.01	17.33	17.64	18.02	TBA	TBA	TBA	TBA
6th term (75%)	18.23	18.23	18.56	18.90	19.31	TBA	TBA	TBA	TBA
7th term (80%)	19.44	19.44	19.80	20.16	20.59	TBA	TBA	TBA	TBA
8th term (90%)	21.87	21.87	22.28	22.68	23.17	TBA	TBA	TBA	TBA
Local 993	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman	24.30	24.30	24.75	25.20	25.74	TBA	TBA	TBA	TBA
Foreman (112% of Jny. rate)	27.22	27.22	27.72	28.22	28.83	TBA	TBA	TBA	TBA
Pre-Apprentices:									
1st 6 months (40%)	9.72	9.72	9.90	10.08	10.30	TBA	TBA	TBA	TBA
2nd 6 months (45%)	10.94	10.94	11.14	11.34	11.58	TBA	TBA	TBA	TBA
Apprentices:									
1st term (50%)	12.15	12.15	12.38	12.60	12.87	TBA	TBA	TBA	TBA
2nd term (55%)	13.37	13.37	13.61	13.86	14.16	TBA	TBA	TBA	TBA
3rd term (60%)	14.58	14.58	14.85	15.12	15.44	TBA	TBA	TBA	TBA
4th term (65%)	15.80	15.80	16.09	16.38	16.73	TBA	TBA	TBA	TBA
5th term (70%)	17.01	17.01	17.33	17.64	18.02	TBA	TBA	TBA	TBA
6th term (75%)	18.23	18.23	18.56	18.90	19.31	TBA	TBA	TBA	TBA
7th term (80%)	19.44	19.44	19.80	20.16	20.59	TBA	TBA	TBA	TBA
8th term (90%)	21.87	21.87	22.28	22.68	23.17	TBA	TBA	TBA	TBA

Local 1003	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman	24.74	24.74	25.19	25.64	26.19	TBA	TBA	TBA	TBA
Foreman (112% of Jny. rate)	27.71	27.71	28.21	28.73	29.33	TBA	TBA	TBA	TBA
Pre-Apprentices:									
1st 6 months (40%)	9.90	9.90	10.08	10.26	10.48	TBA	TBA	TBA	TBA
2nd 6 months (45%)	11.13	11.13	11.34	11.54	11.79	TBA	TBA	TBA	TBA
Apprentices:									
1st term (50%)	12.37	12.37	12.60	12.82	13.10	TBA	TBA	TBA	TBA
2nd term (55%)	13.61	13.61	13.85	14.10	14.40	TBA	TBA	TBA	TBA
3rd term (60%)	14.84	14.84	15.11	15.38	15.71	TBA	TBA	TBA	TBA
4th term (65%)	16.08	16.08	16.37	16.67	17.02	TBA	TBA	TBA	TBA
5th term (70%)	17.32	17.32	17.63	17.95	18.33	TBA	TBA	TBA	TBA
6th term (75%)	18.56	18.56	18.89	19.23	19.64	TBA	TBA	TBA	TBA
7th term (80%)	19.79	19.79	20.15	20.51	20.95	TBA	TBA	TBA	TBA
8th term (90%)	22.27	22.27	22.67	23.01	23.57	TBA	TBA	TBA	TBA

Any monetary increases negotiated in the Standard Wiremen's Agreement shall apply to this Addendum.

- B.** Vacation and Statutory Holiday Pay - Vacation and Holiday pay shall be combined and accrued at the rate of ten percent (10%) of gross earnings.
- C.** Statutory Holidays - On projects covered by this Addendum, Heritage Day, Friday before B.C. Day and Friday before Labour Day shall not be designated as statutory holidays.

CLAUSE VIII - DAILY TRAVEL

Daily travel formulas and allowances shall not be applicable for work covered under the terms of this Addendum.

CLAUSE IX - RESIDENTIAL ADVISORY COMMITTEE

- A.** The signatory Contractors (C.L.R.A.), together with the Union, will form a Residential Advisory Committee.
- B.** The Committee shall be responsible for promotion of residential construction by "Union contractors" and the employment of "Union tradesmen" in that sector of construction.
- C.** The Committee will meet at least once per year to review the operations of this Addendum.

CLAUSE X - STRIKE/LOCK-OUT PROVISIONS

The usual standard practice "no strike" - "no lock-out" provisions shall apply. It is the intention of the parties, however, that while the Addendum is related to the Standard Agreement, after the first initial trial period the Addendum if continued will flow from year to year with the removal of this specific form of construction from the arena of conflict (strikes/lock-outs) to ensure continuity of work and the ability to influence the residential market.

CLAUSE XI

In the event of termination, all contracts tendered and/or worked under the terms of this Addendum prior to the date of notice of termination shall continue to be worked under its terms until completion.

CLAUSE XII - RESERVATIONS

- A. The Union agrees to waive Article 110, Section (B) of the Reservations Clause for the term of this Agreement.
- B. The Union may trigger the use of Article 110, Section (B) of the Reservation Clause by notifying the Employer not later than fifteen (15) days prior to the bid closing on any job.
- C. This waiver is not to be misconstrued to include any work falling within the Union's jurisdiction.

SIGNED AT THE CITY OF NEW WESTMINSTER, IN THE PROVINCE OF BRITISH COLUMBIA THIS _____, DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (4 LOCALS)

LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 213, 230, 993, AND
1003

The Parties agree that sixty (60) days prior to each anniversary date of the Agreement, commencing March 1, 2005, it shall be mutually agreed to arrange for both trade levels and main table discussions on areas of concern to the Parties.

SIGNED AT THE CITY OF NEW WESTMINSTER, IN THE PROVINCE OF BRITISH COLUMBIA THIS _____,
DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (4 LOCALS)

ARTICLE VIII: WAGE SCHEDULE
(Minimum Hourly Rate)

Local 213	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman Wiremen, Winders	29.31	29.75	30.16	30.41	30.72	31.03	TBA	TBA	TBA
"B" Foreman (112% of Journeyman)	32.83	33.32	33.78	34.06	34.41	34.75	TBA	TBA	TBA
"A" Foreman (120%)	35.17	35.70	36.19	36.49	36.86	37.24	TBA	TBA	TBA
General Foreman (130%)	38.10	38.68	39.21	39.53	39.94	40.34	TBA	TBA	TBA
Cable Splicer (112%)	32.83	33.32	33.78	34.06	34.41	34.75	TBA	TBA	TBA
Cable Splicer Foreman (120%)	35.17	35.70	36.19	36.49	36.86	37.24	TBA	TBA	TBA
Instrument Technician	29.31	29.75	30.16	30.41	30.72	31.03	TBA	TBA	TBA
Service Man (112%)	32.83	33.32	33.78	34.06	34.41	34.75	TBA	TBA	TBA
Pre-Apprentice:									
1st six months (40%)	11.72	11.90	12.06	12.16	12.29	12.41	TBA	TBA	TBA
2nd six months (45%)	13.19	13.39	13.57	13.68	13.82	13.96	TBA	TBA	TBA
Apprentices:									
1st Term (55%)	16.12	16.36	16.59	16.73	16.90	17.07	TBA	TBA	TBA
2nd Term (60%)	17.59	17.85	18.10	18.25	18.43	18.62	TBA	TBA	TBA
3rd Term (65%)	19.05	19.34	19.60	19.77	19.97	20.17	TBA	TBA	TBA
4th Term (70%)	20.52	20.83	21.11	21.29	21.50	21.72	TBA	TBA	TBA
5th Term (75%)	21.98	22.31	22.62	22.81	23.04	23.27	TBA	TBA	TBA
6th Term (80%)	23.45	23.80	24.13	24.33	24.58	24.82	TBA	TBA	TBA
7th Term (85%)	24.91	25.29	25.64	25.85	26.11	26.38	TBA	TBA	TBA
8th Term (90%)	26.38	26.78	27.14	27.37	27.65	27.93	TBA	TBA	TBA

Wage Package (wages, vacation and statutory holiday pay, health & welfare, pension or retirement fund, training funds, bursary fund, affiliation fees, joint industry promotion fund). The allocation of wage package increases shall be at the discretion of the Union. Such notice shall be in writing to CLR/employers a minimum of thirty (30) days prior to effective dates.

Effective May 1, 2008 the wage package is to be increased by by one dollar and twenty cents (\$1.20); May 1, 2009 by one dollar and twenty-five cents (\$1.25); and April 1, 2010 by one dollar and twenty-five cents (\$1.25).

Local 230	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman Wiremen, Winders	27.44	27.44	27.88	28.32	28.85	TBA	TBA	TBA	TBA
"B" Foreman (112% of Journeyman)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
"A" Foreman (120%)	32.93	32.93	33.46	33.98	34.62	TBA	TBA	TBA	TBA
General Foreman (130%)	35.67	35.67	36.24	36.82	37.51	TBA	TBA	TBA	TBA
Cable Splicer (112%)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
Cable Splicer Foreman (120%)	32.93	32.93	33.46	33.98	34.62	TBA	TBA	TBA	TBA
Instrument Technician	27.44	27.44	27.88	28.32	28.85	TBA	TBA	TBA	TBA
Service Man (112%)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
Pre- Apprentice:									
1st six months (40%)	10.98	10.98	11.15	11.33	11.54	TBA	TBA	TBA	TBA
2nd six months (45%)	12.35	12.35	12.55	12.74	12.98	TBA	TBA	TBA	TBA
Apprentices:									
1st Term (55%)	15.09	15.09	15.33	15.58	15.87	TBA	TBA	TBA	TBA
2nd Term (60%)	16.46	16.46	16.73	16.99	17.31	TBA	TBA	TBA	TBA
3rd Term (65%)	17.84	17.84	18.12	18.41	18.75	TBA	TBA	TBA	TBA
4th Term (70%)	19.21	19.21	19.52	19.82	20.20	TBA	TBA	TBA	TBA
5th Term (75%)	20.58	20.58	20.91	21.24	21.64	TBA	TBA	TBA	TBA
6th Term (80%)	21.95	21.95	22.30	22.66	23.08	TBA	TBA	TBA	TBA
7th Term (85%)	23.32	23.32	23.70	24.07	24.52	TBA	TBA	TBA	TBA
8th Term (90%)	24.70	24.70	25.09	25.49	25.97	TBA	TBA	TBA	TBA

Wage Package (wages, vacation and statutory holiday pay, health & welfare, pension or retirement fund, training funds, bursary fund, affiliation fees, joint industry promotion fund). The allocation of wage package increases shall be at the discretion of the Union. Such notice shall be in writing to CLR/employers a minimum of thirty (30) days prior to effective dates.

Effective Nov.1, 2007, the wage package is to be increased by sixty cents (\$0.60); May 1, 2008 by one dollar and twenty cents (\$1.20); May 1, 2009 by one dollar and twenty-five cents (\$1.25); and April 1, 2010 by one dollar and twenty-five cents (\$1.25).

Local 993	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman Wiremen, Winders	27.44	27.44	27.88	28.32	28.85	TBA	TBA	TBA	TBA
"B" Foreman (112% of Journeyman)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
"A" Foreman (120%)	32.93	32.93	33.46	33.98	34.62	TBA	TBA	TBA	TBA
General Foreman (130%)	35.67	35.67	36.24	36.82	37.51	TBA	TBA	TBA	TBA
Cable Splicer (112%)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
Cable Splicer Foreman (120%)	32.93	32.93	33.46	33.98	34.62	TBA	TBA	TBA	TBA
Instrument Technician	27.44	27.44	27.88	28.32	28.85	TBA	TBA	TBA	TBA
Service Man (112%)	30.73	30.73	31.23	31.72	32.31	TBA	TBA	TBA	TBA
Pre- Apprentice:									
1st six months (40%)	10.98	10.98	11.15	11.33	11.54	TBA	TBA	TBA	TBA
2nd six months (45%)	12.35	12.35	12.55	12.74	12.98	TBA	TBA	TBA	TBA
Apprentices:									
1st Term (55%)	15.09	15.09	15.33	15.58	15.87	TBA	TBA	TBA	TBA
2nd Term (60%)	16.46	16.46	16.73	16.99	17.31	TBA	TBA	TBA	TBA
3rd Term (65%)	17.84	17.84	18.12	18.41	18.75	TBA	TBA	TBA	TBA
4th Term (70%)	19.21	19.21	19.52	19.82	20.20	TBA	TBA	TBA	TBA
5th Term (75%)	20.58	20.58	20.91	21.24	21.64	TBA	TBA	TBA	TBA
6th Term (80%)	21.95	21.95	22.30	22.66	23.08	TBA	TBA	TBA	TBA
7th Term (85%)	23.32	23.32	23.70	24.07	24.52	TBA	TBA	TBA	TBA
8th Term (90%)	24.70	24.70	25.09	25.49	25.97	TBA	TBA	TBA	TBA

Wage Package (wages, vacation and statutory holiday pay, health & welfare, pension or retirement fund, training funds, bursary fund, affiliation fees, joint industry promotion fund, library fund). The allocation of wage package increases shall be at the discretion of the Union. Such notice shall be in writing to CLR/employers a minimum of thirty (30) days prior to effective dates.

Effective November 1, 2007 the wage package is to be increased by sixty cents (\$0.60); May 1, 2008 by one dollar and twenty cents (\$1.20); May 1, 2009 by one dollar and twenty-five cents (\$1.25); and April 1, 2010 by one dollar and twenty-five cents (\$1.25).

Local 1003	Aug 7/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09	Apr 1/10
Journeyman Wiremen, Winders	27.88	27.88	28.32	28.76	29.29	TBA	TBA	TBA	TBA
"B" Foreman (112% of Journeyman)	31.23	31.23	31.72	32.21	32.80	TBA	TBA	TBA	TBA
"A" Foreman (120%)	33.46	33.46	33.98	34.51	35.15	TBA	TBA	TBA	TBA
General Foreman (130%)	36.24	36.24	36.82	37.39	38.08	TBA	TBA	TBA	TBA
Cable Splicer (112%)	31.23	31.23	31.72	32.21	32.80	TBA	TBA	TBA	TBA
Cable Splicer Foreman (120%)	33.46	33.46	33.98	34.51	35.15	TBA	TBA	TBA	TBA
Instrument Technician	27.88	27.88	28.32	28.76	29.29	TBA	TBA	TBA	TBA
Service Man (112%)	31.23	31.23	31.72	32.21	32.80	TBA	TBA	TBA	TBA
Pre-Apprentice:									
1st six months (40%)	11.15	11.15	11.33	11.50	11.72	TBA	TBA	TBA	TBA
2nd six months (45%)	12.55	12.55	12.74	12.94	13.18	TBA	TBA	TBA	TBA
Apprentices:									
1st Term (55%)	15.33	15.33	15.58	15.82	16.11	TBA	TBA	TBA	TBA
2nd Term (60%)	16.73	16.73	16.99	17.26	17.57	TBA	TBA	TBA	TBA
3rd Term (65%)	18.12	18.12	18.41	18.69	19.04	TBA	TBA	TBA	TBA
4th Term (70%)	19.52	19.52	19.82	20.13	20.50	TBA	TBA	TBA	TBA
5th Term (75%)	20.91	20.91	21.24	21.57	21.97	TBA	TBA	TBA	TBA
6th Term (80%)	22.30	22.30	22.66	23.01	23.43	TBA	TBA	TBA	TBA
7th Term (85%)	23.70	23.70	24.07	24.45	24.90	TBA	TBA	TBA	TBA
8th Term (90%)	25.09	25.09	25.49	25.88	26.36	TBA	TBA	TBA	TBA

Wage Package (wages, vacation and statutory holiday pay, health & welfare, pension or retirement fund, training funds, bursary fund, affiliation fees, joint industry promotion fund). The allocation of wage package increases shall be at the discretion of the Union. Such notice shall be in writing to CLR/employers a minimum of thirty (30) days prior to effective dates.

Effective November 1, 2007, the wage package is to be increased by sixty cents (\$0.60); May 1, 2008 by one dollar and twenty cents (\$1.20); May 1, 2009 by one dollar and twenty-five cents (\$1.25); and April 1, 2010 by one dollar and twenty-five cents (\$1.25).

NOTE: Included in the above wage rates is the FIVE CENT (\$0.05) per hour tool allowance.

For the intent and purpose of this Agreement the words, "prevailing rate" shall be interpreted to mean the wages prevailing at the time the work is in progress.

All wage classifications shall be increased by fifty cents (\$0.50) per hour for all work performed within the Yukon Territory (Local 993 only).

"Hours earned" with respect to funds contained in this Agreement shall be interpreted to mean that when overtime is applicable, these contributions shall be remitted at the applicable overtime rate.

ADDENDUM - IBEW LOCAL 213

- A. The classification of DRIVER HELPER shall remain and the rate shall be at 6th term of the Wireman's Rate.
- B. Appendix 1 - "Electrical Joint Training Committee Society Standards" shall be part and partial to this Agreement, with copies on file and obtainable from the Apprenticeship Co-ordinator's office.
- C. LETTER OF UNDERSTANDING

BETWEEN:

LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

LOCAL TRAVEL - GREATER VANCOUVER

The Parties understand and agree that the Greater Vancouver Free Travel Zone shall include all areas that extend to 276th Street on the East, the U.S./Canada Border on the South, North to include Maple Ridge, Pitt Meadows, Coquitlam, Port Coquitlam, North Vancouver, West Vancouver to Horseshoe Bay and West to the ocean. Effective on November 1, 2006, employees that travel daily from the Greater Vancouver Free Zone to a job located beyond said free zone shall receive daily travel in the amount of fifty cents (\$0.50) per road kilometer by the straightest route an automobile can reasonably be expected to travel from the edge of the Free Zone to the job (one-way) for each day worked on such job. Employees who reside outside of the Greater Vancouver Free Travel Zone and reside within forty (40) kilometres of the job that is located outside the Greater Vancouver Free Travel Zone, shall travel at no expense to the Employer. The parties agree that the amount per kilometre will adjusted to match the maximum allowable tax-free rate for mileage expense when published by Revenue Canada each year should such rate exceed fifty cents (\$0.50) per kilometre.

In recognition for the costs of travel and parking, the Journeyman rate shall be increased on November 1, 2006 by twenty-five cents (\$0.25) over and above the scheduled fifty cent (\$0.50) wage package increase. Apprentice and Foremen rates shall be adjusted proportionally by applying the percentage differentials stated in the Inside Wiremen's Agreement.

The Employer when requesting new employees through Local 213 dispatch shall specify the job type and location when placing the call. If this information is not provided and the member is required to report to a job that is not within a reasonable travel distance from his home, he may refuse the dispatch. In such case, the employee would be eligible to receive two (2) hours pay at his regular rate of pay. The purpose of this provision is to alleviate the need to travel whenever possible, therefore the Employer will, whenever possible, place employees so that travel from their home is kept at a minimum.

CLR and Local 213 will meet approximately one month prior to November 1, 2008 to discuss local travel provisions. Unresolved issues will be referred to mediation/arbitration for resolution.

LOCAL TRAVEL - OKANAGAN

A. Jurisdiction

This Addendum shall be in effect within the following geographical jurisdiction:

From a point 49 degrees North Latitude and 121 degrees West Longitude; then North along the 121 degree line of West Longitude to 50 degrees North Latitude; then East along the 50 degree parallel of North Latitude to 120 degrees West Longitude; then North along the 120 degree line of West Longitude to 50.5 degrees North Latitude; then East along the 50.5 degree parallel of North Latitude to 118 degrees West Longitude; then South along the 118 degree line of West Longitude to 49 degrees North Latitude; then West along the 49 degree parallel of North Latitude to 121 degrees West Longitude.

The Okanagan Addendum defines local travel zones as within a distance of eighty (80) kilometres between the employee's residence and the job. Daily travel beyond forty (40) kilometres to the job (one-way) shall be paid at fifty cents (\$0.50) per kilometre based on the same adjustment mechanism referred to in Local Travel Greater Vancouver.

Signed this ____ day of _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 213

LIST OF SIGNATORY CONTRACTORS - LOCAL 213

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213 INSIDE WIRE:

A-C Systems Inc.
1415 Crown St.
North Vancouver, BC V7J 1G4

Fraser Electric Co. Ltd.
728 W. 52nd Ave.
Vancouver, BC V6P 1G4

AEMS Electric
1413 Madrona Pl.
Coquitlam, BC V3E 2S5

Gulf Electric Ltd.
2750 - 232nd St.
Langley, BC V2Z 3A7

Ainsworth Inc.
53A Fawcett Road
Coquitlam, BC V3K 6V2

Harbourview Electric Ltd.
1 - 5707 Sidley St.
Burnaby, BC V5J 5E6

Bemister Electric Ltd.
114 - 3070 Norland Ave.
Burnaby, BC V5B 3A6

Honeywell Limited
Ste. 300 - 3490 Gardner Court
Burnaby, BC V5G 3K4

C & O Electric 1983 Ltd.
P.O. Box 1242
Coquitlam, BC V3J 6Z9

--- Branch
3333 Unity Drive
Mississauga, ON L5L 3S6

Canadian Process & Control Ltd.
3020 Spring St.
Port Moody, BC V3H 1Z8

Houle Electric Limited
3735 Myrtle St.
Burnaby, BC V5C 4E7

Canem West Services Inc.
100 - 1600 Valmont Way
Richmond, BC V6V 1Y4

--- Branch
2219-D McGarrigle Rd.
Nanaimo, BC V9S 4G4

Cobra Electric Ltd.
6582 - 144th St.
Surrey, BC V3W 5R4

--- Branch
3635 Opie Cres.
Prince George, BC V2N 1B9

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

--- Branch
19 - 831 Devonshire Rd.
Victoria, BC V9A 4T5

Crest Electric Ltd.
1675 Eden Ave.
Coquitlam, BC V3J 2R2

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

Elgar Electric Limited
7728 - 134th St.
Surrey, BC V3W 6Y5

Langford Electric Ltd.
4 - 16049 - 132 Ave.
Edmonton, AB T5V 1H8

Elworthy Electrical Services Ltd.
2360 Douglas Rd.
Burnaby, BC V5C 5B2

Mott Electric Ltd.
P.O. Box 140
New Westminster, BC V3L 4Y4

--- Branch
7008 - 14th Ave.
Burnaby, BC V3N 1Z2

Plant-A-Lite Products Ltd.
13943 Kalmar Rd.
Surrey, BC V3R 5C6

Sasco Systems Limited
111 - 3070 Norland Ave.
Burnaby, BC V5B 3A6

United Power Ltd.
198 Pemberton Ave.
North Vancouver, BC V7P 2R5

Waters Bros. Electric Ltd.
6364 Neville St.
Burnaby, BC V5E 1A6

Fred Welsh Ltd.
#3 - 720 Beatty St.
Vancouver, BC V6B 2M1

Western Pacific Enterprises GP
1321 Ketch Court
Coquitlam, BC V3K 6X7

Western Technical Installations Ltd.
1718 Kidson Rd.
Nanaimo, BC V9S 3H2

LIST OF SIGNATORY CONTRACTORS - LOCAL 213 OKANAGAN

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213 OKANAGAN:

Mountain View Electric Ltd.
P. O. Box 467
1009 Belvedere St.
Enderby, BC V0E 1V0

Westwood Industrial Electric Ltd.
887 Fairweather Rd.
Vernon, BC V1T 8T8

ADDENDUM**LOCAL 230 — I.B.E.W.****DAILY TRAVEL TIME AND EXPENSES ZONES SUBJECT TO LOCAL CONDITIONS**

Section 1 - Travel Time and Expenses

All travel time will be paid at the prevailing rate and the employee shall travel at the time designated by the Employer. The Employer will pay all travel time and expenses from reporting point to job, job to job, and from job to reporting point.

Initial and terminal travel allowance shall be paid as per Article 701.

Section 2 - Travel Zones

The total area coming within the jurisdiction of the Union will be divided into three (3) zones: Zone 1, Zone 2 and Zone 3.

Zone 1 will be the Zone in which no travel time or expenses will be paid to local residents for reporting as per the Collective Agreement.

Employees working in Zone 1 will report for work at the place designated by the Employer, and shall be paid at the prevailing rate for all work performed in all cases except those where Article 302 (call-out after regular working hours) applies.

Employees working in Zone 1 will not be returned to the original report point if they have qualified for car expenses as per Clause 702(a) under expenses.

The measuring points in Zone 1 from which travel time and expenses are computed shall be a circle with a forty (40) road kilometre radius from the jobsite by the most direct route. Members of the IBEW from other Locals shall be deemed to be local residents of Victoria.

Zone 2 will be the Zone in which mileage of thirty-seven cents (\$0.37) per kilometre will be paid from the nearest point of Zone 1 (40 kilometres by road from the jobsite) to a maximum of eighty (80) kilometres by road from the jobsite.

Zone 3 will be the zone in which approved company-supplied accommodation or L.O.A. per Article 704(g) shall be provided seven (7) days per week. Employees who opt out of Employer-supplied accommodation shall be paid in accordance with Article 704(e).

Section 3 - Daily Travel Options

The Employer will choose one (1) of the four (4) following alternative methods of travel:

Either:

1. For industrial jobs located in Zone 1, compensation for travel time and expenses at the rate of sixty cents (\$0.60) per kilometre between the employee's residence in Zone 2 and the nearest measuring point in Zone 1.

Or

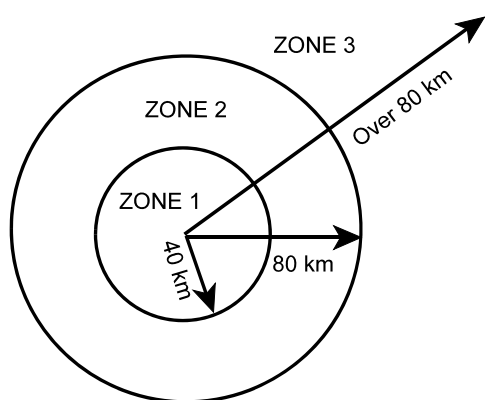
2. Daily travel between the job in Zone 2 and the nearest measuring point in Zone 1 with travel time within the working day.

Or

3. Daily travel between the job in Zone 2 and the nearest measuring point in Zone 1 with travel time beyond the regular working day at overtime rates.

Or

4. Travel between the job in Zone 3 for which board and lodging or living out allowance is provided and Zone 1 at the beginning and end of job and at any other time mutually agreed by the Union and the Employer.



Example of distance and calculation for local resident:

- A. 0-40 km - Zone 1: Free Zone for all employees.
- B. 40-80 km - Zone 2: Local residents on industrial \$0.60 per km from residence to nearest point in Zone 1 or any jobs in Zone 2 from nearest point in Zone 1 - both ways.
- C. Over 80 km - Zone 3: Approved company supplied accommodation or L.O.A. as per collective agreement on industrial sites.

The distance from the employee's residence to the nearest point in Zone 1 shall be recorded on an employee's dispatch.

DATED THIS _____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 230

LIST OF SIGNATORY CONTRACTORS - LOCAL 230

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 230 INSIDE WIRE:

Bescor Electric (1977) Ltd.
P. O. Box 1019
2955 Jacob Rd.
Duncan, BC V9L 3Y2

--- Branch
19 - 831 Devonshire Rd.
Victoria, BC V9A 4T5

Canem Systems Ltd.
3311 Oak St.
Victoria, BC V8X 1P9

Island Temperature Controls Ltd.
578 John Street
Victoria, BC V8T 1T6

--- Branch
1358 - 13351 Commerce Parkway
Richmond, BC V6V 2X7

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

--- Branch
#9 - 4386 Boban Drive
Nanaimo, BC V9T 6A7

Lee Mac Electric Ltd.
1881 - 17th Ave
Campbell River, BC V9W 4L7

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

Lockerbie & Hole Industrial Inc.
401 Salter St.
New Westminster, BC V3M 5Y1

F & M Installations Ltd.
2076 Balsam Road
Nanaimo, BC V9X 1T5

--- Branch
PO Box 414, 14940 - 121A Ave
Edmonton, AB T5V 1A3

Honeywell Limited
Ste. 300 - 3490 Gardner Court
Burnaby, BC V5G 3K4

Mott Electric Ltd.
P.O. Box 140
New Westminster, BC V3L 4Y4

--- Branch
3333 Unity Drive
Mississauga, ON L5L 3S6

--- Branch
7008 - 14th Ave.
Burnaby, BC V3N 1Z2

Houle Electric Limited
3735 Myrtle St.
Burnaby, BC V5C 4E7

Raylec Power Ltd.
Box 33
Union Bay, BC V0R 3B0

--- Branch
2219-D McGarrigle Rd.
Nanaimo, BC V9S 4G4

Western Technical Installations Ltd.
1718 Kidson Rd.
Nanaimo, BC V9S 3H2

--- Branch
3635 Opie Cres.
Prince George, BC V2N 1B9

ADDENDUM
LOCAL 993 - I.B.E.W.
DAILY TRAVEL TIME AND EXPENSES
ZONES SUBJECT TO LOCAL CONDITIONS

Section 1 - Travel Time and Expenses

All travel time will be paid at the prevailing rate and the employee shall travel at the time designated by the Employer. The Employer will pay all travel time and expenses from reporting point to job, job to job, and from job to reporting point.

Initial and terminal travel allowance shall be paid as per Article 701

Section 2 - Travel Zones

The total area coming within the jurisdiction of the Union will be divided into three (3) zones: Zone 1, Zone 2 and Zone 3.

Zone 1 will be the zone in which no travel time or expenses will be paid for reporting.

Employees working in Zone 1 will report for work at the place designated by the Employer and shall be paid at the prevailing rate for all work performed in all cases, except those where Article 302 (call-out after regular working hours) applies.

Employees working in Zone 1 will not be returned to the original report point if they have qualified for car expenses as per Article 702(a) under expenses.

Zone 2 and Zone 3 will be the zones in which travel time, expenses and/or accommodation will be paid.

If needed, under special conditions, an area known as Zone 1A may be established which will be within Zone 1 or Zone 3 and will in no way conflict with the conditions within Zone 3.

Section 3 - Zone 2 or Zone 3 - Travel Time and Expenses

The Employer will choose one of the three (3) following alternative methods of travel:

Either

1. Daily travel between the job in Zone 2 or Zone 3 and Zone 1 with travel time within the regular working day at straight time rates. Travel time and expenses shall be computed from the closest boundary.

Or

2. Daily travel between the job in Zone 2 or Zone 3 and Zone 1 with travel time beyond the regular working day at overtime rates. Travel time and expenses shall be computed from the closest boundary.

Or

3. Travel between the job in Zone 2 or Zone 3 for which board and lodging or L.O.A. is provided and Zone 1 at the beginning and end of job or upon termination.

Section 4 - Special Conditions - Area Practice

This portion of the Addendum will outline the conditions of employment and working practices confined to the territorial jurisdiction of the Local Union signatory to this Addendum.

PARAGRAPH (a)

Zone 1 - Will comprise of that area outlined in Paragraph (b). A forty (40) kilometer radius from a center point in any town, city or project.

Zone 2 - Will comprise of all territory between the forty (40) kilometer radius and an eighty (80) kilometer radius as described in Zone 1. From center point of city, town or project to forty (40) kilometers, no travel expenses shall be paid. From forty (40) kilometers to eighty (80) kilometers, travel expenses shall be computed at thirty-seven cents (\$0.37) per kilometer from the forty (40) kilometer circle to the job in Zone 2.

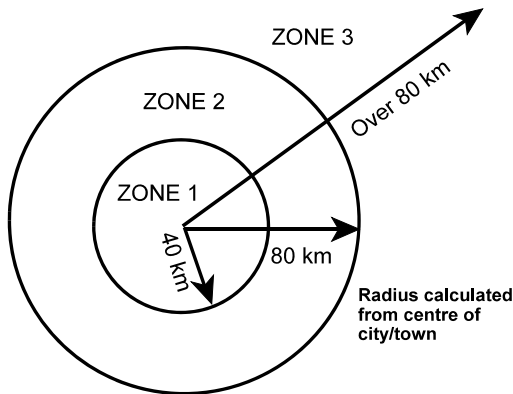
Zone 3 - Will comprise of all territory beyond the eighty (80) kilometer radius.

Zone 1A - Will be outlined in "Special Conditions".

PARAGRAPH (b)

Special Conditions

Should accommodations be established in Zone 1 or Zone 2, then the conditions pertaining to Section 3 Zone 2 or Zone 3, alternative number 3 will prevail.



Section 5

1. Living out allowance shall not be paid to local residents. A local resident is defined as a local Union member residing within the eighty (80) kilometer radius for a period of six (6) months prior to commencement of a job. A member coming in to work from outside the eighty (80) kilometer radius shall receive Employer-supplied accommodation or living out allowance. Local residents shall get first preference for dispatch within the eighty (80) kilometer circle.
2. Travel expenses shall be paid at thirty-seven cents (\$0.37) per kilometer from the closest boundary to the job in Zone 2 or a company supplied vehicle.

Exceptions

1. Members of the I.B.E.W. from other Locals shall be deemed to be residents of the dispatch point (Kamloops or Prince George) closest to the job.
2. With respect to Local 993 members working in Kitimat, no travel expenses will be paid up to Zone 2.

SIGNED ON THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 993

LIST OF SIGNATORY CONTRACTORS - LOCAL 993

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 993 INSIDE WIRE:

Burgess Plumbing Heating & Electric Co. Ltd.
36 N. Broadway
Williams Lake, BC V2G 1B9

--- Branch
19 - 831 Devonshire Rd.
Victoria, BC V9A 4T5

Canem West Services Inc.
100 - 1600 Valmont Way
Richmond, BC V6V 1Y4

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

Mott Electric Ltd.
P.O. Box 140
New Westminster, BC V3L 4Y4

Comstock Canada
#1 - 3182 Orlando Drive
Mississauga, ON L4V 1R5

--- Branch
7008 - 14th Ave.
Burnaby, BC V3N 1Z2

--- Branch
10833 - 178 St.
Edmonton, AB T5S 1J6

Mountain View Electric Ltd.
P. O. Box 467
1009 Belvedere St.
Enderby, BC V0E 1V0

--- Branch
2116 Logan Ave. W.
Winnipeg, MA R2R 0J2

Smithers Electric
3825 - 2nd Ave.
Smithers, BC V0J 2N0

The Electrician (D.E. Guyatt (1990) Company Limited
dba)
735 - 1st Ave.
Prince Rupert, BC V8J 1B2

T L & T Electric Ltd.
724 Enterprise Ave.
Kitimat, BC V8C 2E6

Ernie Funk's Electric Ltd.
P.O. Box 2067, Stn. A
Kamloops, BC V2B 7K6

Twin River Electric & Heating Ltd.
3992 - D Lakelse Drive
Terrace, BC V8G 3V1

Houle Electric Limited
3735 Myrtle St.
Burnaby, BC V5C 4E7

United Power Ltd.
198 Pemberton Ave.
North Vancouver, BC V7P 2R5

--- Branch
2219-D McGarrigle Rd.
Nanaimo, BC V9S 4G4

Western Technical Installations Ltd.
1718 Kidson Rd.
Nanaimo, BC V9S 3H2

--- Branch
3635 Opie Cres.
Prince George, BC V2N 1B9

**ADDENDUM – LOCAL UNION 1003
DAILY EXPENSES WHEN TRAVELLING TO AND FROM WORK
ON COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL WORK**

ZONE 1

Employees whose permanent residence is within forty (40) kilometres of the company shop or work site will travel to and from work on a daily basis at no cost to the Employer.

ZONE 2

Employees whose permanent residence is between forty (40) kilometres and eighty (80) kilometres of the company reporting point will travel the first forty (40) kilometres to and from work at no cost to the Employer. For any kilometres travelled between forty (40) and eighty (80) kilometres, employees will be reimbursed on a daily basis at the rate of seventy-four cents (\$0.74) per kilometre one way.

ZONE 3

Employees whose permanent residence is beyond eighty (80) kilometres of the company reporting point will receive company-supplied first class board and lodging, camp, or L.O.A. seven (7) days per week.

GENERAL

The above zones apply to anyone cleared to the contractor by Local Union 1003.

All other instances of travel time and expenses are to be paid as per the current Inside Wireman's Agreement.

This addendum comes into effect on the date of ratification.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1003

**ADDENDUM
LOCAL UNION 1003**

This Addendum between Construction Labour Relations Association of B.C. and Local Union 1003, I.B.E.W. covers work under \$25,000.00. All items not stated herein are covered under the Standard Electrical Collective Agreement (Wiremen), (High-rate).

Clause 1

It is agreed by the Parties signatory hereto that this Addendum is an integral part of the Standard Electrical Collective Agreement (wiremen) between the Parties.

Clause 2

Employees will start their normal work day at the Company shop, except for out-of-town work where room and board is involved.

Clause 3

The Employer shall have the choice of transporting the employees to and from the shop each day or supplying board and room.

Clause 4

Each Employer shall be allowed at least one Apprentice and thereafter in accordance with the Apprentice ratio in the Standard Agreement.

Clause 5

The Employer shall have the right to transfer his employees between low rate jobs at his discretion.

Clause 6 - Wage Rates

The wage rates under this Addendum shall be \$1.00 per hour less than the rates shown in the Standard Agreement (Wiremen). Apprentices on low rate work shall be the Apprentice scale calculated on the appropriate low rate Journeyman rate.

Clause 7 - Out of Town Job

Where the report point is beyond one quarter mile from the Employer's provided accommodation, the Employer shall provide transportation and an employee's time shall be computed from the time he leaves on this transportation until he is returned to his accommodations at the end of the day.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 1003

LETTER OF UNDERSTANDING

RE: Article I, Section 4

The Parties agree that when a man is to be dispatched to a contractor and such man had previously worked for that contractor and had been involved in a problem relating to alcohol, drugs, clear incompetency or theft, then the contractor need not take such man. The Union may, however, request a meeting with the contractor to discuss the problem.

SIGNED THIS ____ DAY OF _____, 2007.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

SIGNED ON BEHALF OF:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1003

LIST OF SIGNATORY CONTRACTORS - LOCAL 1003

THE FOLLOWING FIRMS ARE MEMBERS OF CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. AND HAVE AUTHORIZED THE ASSOCIATION TO BARGAIN AND SIGN A COLLECTIVE AGREEMENT ON THEIR BEHALF WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1003 INSIDE WIRE:

Canem West Services Inc.
100 - 1600 Valmont Way
Richmond, BC V6V 1Y4

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

Martech Electrical Systems Ltd.
1700 Woodland Drive
Castlegar, BC V1N 4J4

Mott Electric Ltd.
P.O. Box 140
New Westminster, BC V3L 4Y4

--- Branch
7008 - 14th Ave.
Burnaby, BC V3N 1Z2

Western Technical Installations Ltd.
1718 Kidson Rd.
Nanaimo, BC V9S 3H2

I.B.E.W., LOCALS 213, 230, 993 & 1003

INSIDE WIREMEN'S AGREEMENT

TRADE LEVEL MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

**Construction Labour Relations Association of B.C. (CLR)
(on its own behalf, on behalf of its member Employers who have authorized CLR to
execute this agreement, and those members added from time to time by notice
given to the Union)**

AND:

**International Brotherhood of Electrical Workers, Local Unions 213, 230, 993 and
1003**

The Parties agree that this Memorandum of Agreement (MOA) in conjunction with the Overall Memorandum of Settlement (OMS) to be reached for the industry by the Bargaining Council of B.C. Building Trades Unions (BCBCBTU) on behalf of its affiliates and CLR on behalf of its member contractors, will form the basis of the final industry settlement to be put to ratification by the BCBCBTU and CLR.

The parties further agree to recommend acceptance of the terms and conditions of this MOA to their respective members when the BCBCBTU and CLR conduct an industry vote for a new industry Collective Agreement. Upon ratification of the OMS and the MOA, and/all other appropriate agreed to language changes shall be made to the Inside Wiremen's Agreement (hereinafter referred to as "the Agreement" to reflect the ratified settlement. The terms and conditions contained within the Agreement (April 30, 2010 expiry) not otherwise altered as a result of this MOA or the OMS shall remain in effect.

Duration and Effective Term

- (a) The duration of the Agreement shall be May 1, 2010 through to April 30, 2014
- (b) The terms and conditions of the MOA shall be enabled into place effective March 18 , 2012. Such date shall be deemed the "date of enablement".

Preamble - Amend "men" to read: "workforce"

Article 104 Amend too read: *"The Employer further agrees to employ thereon only members in good standing in the Union who are in possession of a clearance from the Union Office to perform such work in strict accordance with specific provisions of the said Constitution governing classification of workmen."*

Article 110 Amend to read: *"Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a job site or*

sites for:

- (a) *Rendering assistance to labour organizations,*
- (b) *Refusal on the part of the Union members to handle any materials, equipment or product declared unfair by the IBEW Provincial Council with just cause."*

Article 111(a) Add: *"Shop Stewards shall receive a wage premium of twenty-five cents (\$0.25) per hour"*

Article 111 (b) - (New re-number present (b) as (c)

"In the event a second or third shift is established, the Union shall have the right to appoint an Assistant Shop Steward for each of the second or third shift. Should a second or third shift come to an end, the position of Assistant Shop Steward on such shift will end. Assistant Shop Steward(s) shall be afforded the same conditions as afforded to the Shop Steward as provided for in (a) above and (c) below. Assistant Shop Stewards shall not receive the Shop Steward wage premium."

Article 118 Amend to read: *"The management, operation, direction (inclusive of transferring of employees from job to job), and promotion of the working forces are vested exclusively with the Employer, subject to the laws, rules and regulations of this Agreement and the laws of the Province."*

Article 301 (c) (3) Statutory Holidays Replace existing language with the following:

"All Statutory Holidays which occur during a compressed work week schedule shall be observed on the actual day of the Statutory Holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week or a Saturday or a Sunday, etc.). When a Statutory Holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the Statutory Holiday. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union."

Article 402 Change wording to read: *"An Employer shall be allowed to send one (1) "A" Foreman and one "B" Forman per project site into the geographic jurisdiction of other locals within the Province."*

Article 406 - move last two paragraphs to Article 906

Article 408 - Amend second sentence to read: *"Cable Splicers shall undertake work on oil filled lead sheathed cables."*

Merge Article 501 with Article XI adding: direct deposit inclusive of mailing detailed record of payment to employees (development of language required – emailing of record to be included)

Article 504 - High Time Add: *"High Time shall not be payable for work performed on engineered platforms and WorkSafe B.C. approved manlifts up to 120*

feet."

Article 510 - Amend title from "Compensation" to "Injured at Work"

Article 602 (a) - Move brackets: "*Discovery Day in the Yukon*". Delete in second paragraph "*the third Monday in February (Heritage Day)*"

Article 601 (c) - Amend to read: "*All vacation pay owing will be paid upon termination.*"

Article 602 (b) - Add sentence: "*Any holiday pay owing will be paid upon termination.*"

Article 701 - Delete old amounts ie. \$0.45 and replace with existing amounts ie. \$0.53

Article 701 - Second paragraph add after: "*ferry expenses (driver and vehicle - ferry standard 20 feet)*"

Article 703 (c) - Delete this provision.

Article 704 (g) – Amend Living Out Allowances to: "*Effective date of enabling \$115.00; effective May 1, 2012 \$120.00; and effective May 1, 2013 \$125.00.*"
Amend meal allowance to: "*Effective date of enabling, sixty dollars (\$60.00); and effective May 1, 2013 sixty-two dollars and fifty cents (\$62.50).*"

Article 704 (j) Turnaround or Periodic Leave

Amend amounts as follows:

250 km to 500 km	\$175.00
501 km to 750 km	\$275.00
751 km to 1000 km	\$375.00
Over 1000 km	\$475.00

Article IX – Re-title to read: "**HEALTH, WELFARE & INDUSTRY FUNDS**".

901 Amend to read:

"(a) The following funds shall be designated and for each payroll hour earned by each employee shall be contributed by the Employer to the Administrator, Electrical Industry Welfare Trust Funds in Trust who, in turn, shall forward without exception all monies received in accordance with the standard remittance form utilized by the Union, to the designated Funds by the 10th day of the month following the month that such contributions cover. These contributions shall be for the benefit of such employees. Cheques may be post-dated the 15th of the month"

Health & Welfare, Pension, Contract Administration Fund, Electrical Contractors Association, Joint Industry Promotion Fund, Training Fund, Construction Industry Rehabilitation Plan Fund, Jurisdictional Assignment Plan Fund, Affiliation Fund, BCBCBTU Fund, Library Fund (Local 993 only)

(b) The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Programs, Associations, Committees, etc. in the appropriate manner

(c) The Union acknowledges that such Plans, Programs, Associations, Committees, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union or it's administrator until properly allocated and/or distributed.

902 Present 901 amended with additions of title; **"Health and Welfare Fund"**

903 Present 902

904 Present 903

905 Present 905

906 Present 906

907 Present 904

908 **Industry Training Fund**

The Employer shall contribute the following amounts for each hour earned by employees covered by this Agreement to the Industry Training Fund:

<i>Local 213</i>	<i>\$0.29</i>
<i>Locals 230, 993 & 1003</i>	<i>\$0.30</i>

Contributions shall be in accordance with Article 901.

There shall be a Joint Training Committee of the E.C.A. of B.C. and IBEW Local 213 which will be responsible for implementation of Appendix 1 – Electrical Joint Training Committee Society.

There shall also be Joint Training Committees of E.C.A. of B.C. and Locals 230, 993 and 1003 which will be responsible for training and retraining of their respective memberships.

909 Present 910

910 **Electrical Industry Bursary Fund**

The Employer shall contribute seven cents (\$0.07) for each hour earned by employees covered by this Agreement to the Electrical Industry Bursary Fund. The purpose of this Fund is to provide a bursary to Apprentices each year of successful completion of apprentice school training, and paying out Jury Duty claims. The administration of the Fund shall be the responsibility of Trustees as established in the Electrical Industry Bursary Fund Trust Document.

Contributions shall be in accordance with Article 901.

(Note: The Journeyman wage package increase on the date of enablement shall be reduced by one cent (\$0.01))

911 Construction Industry Rehabilitation Plan

The Employer shall contribute two cents (\$0.02) for each hour earned by employees covered by this Agreement to the B.C. Construction Industry Rehabilitation Plan. Contributions shall be in accordance with Article 901.

912 Jurisdictional Assignment Plan Fund

The Employer shall contribute one cent (\$0.01) for each hour earned by employees covered by this Agreement to Jurisdictional Assignment Plan of the B.C. Construction Industry. Contributions shall be in accordance with Article 901.

913 Affiliation Fund

CLR shall submit its legal opinion regarding the change from an employer contribution of this fund to an employee deduction. This legal opinion shall be reviewed by counsel appointed by the Union. Should Union counsel agree with CLR's legal position, the language as follows shall replace the existing language in Article 913. If the legal opinions differ, then both counsel for CLR and the Union shall agree on independent counsel to determine if the Affiliation Fund should remain a contractor contribution or be altered to an employee deduction. Any costs incurred by the independent counsel shall be shared equally by the Parties.

"The Employer shall deduct ten cents (\$0.10) for each hour earned by employees covered by this Agreement to fund the British Columbia and Yukon Building Trades Council (BCYT). Such contributions shall be remitted in accordance with Article 901."

(Note: The Journeyman wage package shall be increased by ten cents (\$0.10) effective on the date of enablement.)

914 Bargaining Council of British Columbia Building Trades Unions (BCBCBTU)

The Employer shall contribute one cent (\$0.01) for each hour earned by employees covered by this Agreement to fund the BCBCBTU. Such contributions shall be remitted in accordance with Article 901.

915 Joint Industry Promotion Fund

The Employer shall contribute the following amounts for each hour earned by employees covered by this Agreement to the Joint Industry Promotion Fund:

<i>Local 213</i>	<i>\$0.05</i>
<i>Locals 230, 993 & 1003</i>	<i>\$0.10</i>

Contributions shall be in accordance with Article 901.

Second paragraph: *"It is further understood..."* to remain unchanged

916 Contract Administration Fund

Present 907 with the following amendment: *"...shall contribute the sum of twelve cents (\$0.12) inclusive of HST or GST as the case may be for each hour earned..."*

917 Electrical Contractors Association Fund

Present 908 with the following amendment: Amend: *"fifteen cents (\$0.15)"* to read: *"seventeen cents (\$0.17)"*

918 Library Fund (Local 993 only)

The Employer shall contribute three cents (\$0.03) for each hour earned by employees covered by this Agreement (Local 993 only) to fund the Local 993 Library Fund. Such contributions shall be remitted in accordance with Article 901.

919 Provincial Joint Conference Board

Amend: Replace: "E.C.A." with: "CLR" and replace: "Electrical Contractors Association of B.C." with: "Electrical Contractors Trade Division of Construction Labour Relations Association of B.C."

Article 1004 and Article 1008 - Replace: "Workers Compensation Board" with: "Worksafe B.C.".

Article 1004 Add following: "WorkSafe B.C."... "or customer required site specific conditions".

Bereavement Leave (New Provision)

"Employees will receive three (3) days leave at no cost to the Employer in the event of a death in their immediate family. Immediate family will be recognized as the employee's spouse (including common-law spouse), mother, father, sister, brother, son, daughter (including adopted son or daughter), grandfather, or grandmother. Notwithstanding the aforementioned, additional unpaid bereavement leave may be granted upon request."

Note: Contact your local union office for lost wages reimbursement forms.

Jury Duty and Court Leave (New Provision)

"The Employer will grant employees an unpaid leave of absence for jury duty or to appear in court as a subpoenaed witness except in one's own defense."

Note: Contact your local union office for lost wages reimbursement forms."

Union Leave

The parties agreed to a union leave provision.

Article XIV Industrial Work

The following work shall apply solely in consideration of the specific items and articles existing in this Collective Agreement such as determining apprentice ratios and Saturday overtime rates.

Work performed under this Agreement in refineries, transmission facilities including meter pumping and compressor stations, sub-stations, (the installation of privately owned unit sub-stations for the sole purpose of commercial/institutional use will be recognized as commercial work), capacitor stations, power generation facilities exceeding 50 Megawatts, bulk loading terminals, ports and grain elevators, mines, mills, cement plants, smelters, liquid natural gas processing and production facilities, pulp and paper mills, and chemical plants will be considered industrial work.

Dedicated office/administration space within the foregoing list will not be considered industrial work. Additional types of work may be added by mutual agreement of the Parties.

Letter of Understanding on page 35 of signed copy of agreement and page 63 of booklet copy of agreement – Delete Letter

Industry Benefit Plan as proposed by CLR as follows:

"The Parties agree to participate in a joint CLR and BCBCBTU affiliate review of the potential benefits of establishing a multi-trade Industry Benefit Fund and to implement such a fund if the Parties to this MOA mutually agree on the benefits and outcomes of establishing such a Plan and Fund."

Add geographical definitions in each of the Local Addenda subject to change by the International.

Letter of Understanding at page 29 of the signed 2004 - 2010 Agreement regarding special dispensation – Resign Letter

Indemnity Fund

In the form of a letter of understanding separate from the agreement, the Parties mutually agree that prior to March 1, 2013 the Indemnity Fund Trust Document will be updated to the satisfaction of the Trust Fund Board of Trustees (signed by all Trustees). If the Trust Document is not updated by March 1, 2013, the parties agree appropriate steps will be immediately taken to wind up the Indemnity Fund with all funds reverting to the Electrical Contractors Association.

Monetary Package

Effective date of enablement: a wage package of \$1.00 (Note: The Journeyman wage package increase on the date of enablement shall be reduced by one cent (\$0.01) for the Bursary Fund)

Effective November 1, 2012 \$1.00

Effective May 1, 2013 \$1.00

Effective April 1, 2014 \$1.00

**Letter of Understanding
Enabled Industrial Projects**

BY AND BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 213, 230,
993 & 1003

The Parties agree that the wage package for specific enabled industrial projects as mutually agreed to by the Parties shall be based upon the Industrial package increases of: date of enablement \$2.50 and effective May , 2012 by a further \$1.50 and effective May 1, 2013 by a further \$1.50. The current specific enabled industrial projects that meet this criteria are the Rio Tinto Alcan Kitimat Aluminum smelter project and the Apache KLNG project. Additional specific enabled industrial projects shall be as mutually agreed to by the Parties.

Signed this _____ day of _____, 2012

Construction Labour Relations Association of
British Columbia

International Brotherhood of Electrical
Workers (Locals 213, 230, 993, 1003)

LETTER OF UNDERSTANDING

INTER-LOCAL MOBILITY

BY AND BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCALS 213, 230,
993 & 1003

(a) The following sets out the understanding between the Parties to the Collective Agreement regarding inter-local mobility where the Local cannot supply from its Local membership.

- (i) the first 2 employees on the job will be supplied by the Employer as per Article 4.02,*
- (ii) the Local Union shall supply the next employee to the jobsite from a sister BC Local*
- (iii) the Employer shall supply the next two (2) workers from within the ranks of the Employer's current BC workforce who is a member in good standing with the Local Union's signatory to this collective agreement.*
- (iv) the Union will supply 3 workers and the Employer will supply 1 worker thereafter*

It is understood that Article 1.06 does not apply to this understanding.

Signed this _____ day of _____, 2012

LETTER OF UNDERSTANDING

BY AND BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

**AND: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 213, 230,
993 & 1003**

**The following Alternate Shift Schedule Is enabled for projects awarded during the life of
this Collective Agreement.**

An alternate shift schedule for Industrial out of town projects where turnaround applies may be established by the Employer wherein a 21 and 7 schedule is worked as follows – 21 days consecutive days worked (6 hours paid at straight time and 4 hours paid at time and one half per day) followed by a furlough of 7 days with a reimbursement of \$675 added to the turnaround provisions as established in 7:04 (j).

*Construction Labour Relations
Association of BC*

*International Brotherhood of Electrical
Workers of BC*

This Trade Level Memorandum of Agreement, signed this 8th day of March, 2012 will be enabled into place effective March 18, 2012.

**Signed on behalf of:
Construction Labour Relations
Association of B.C.**



**Signed on behalf of:
International Brotherhood of Electrical
Workers, Locals 213, 230, 993 & 1003**



Chairman I.B.E.W. Provincial Council