

MAY 1, 2011 - APRIL 30, 2016

LINE CONTRACTORS AGREEMENT

BETWEEN

THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF NEWFOUNDLAND AND LABRADOR INC.

ON BEHALF OF ITS MEMBERS AND ALL  
OTHERS FROM WHOM THEY HOLD BARGAINING RIGHTS  
WHO ARE ENGAGED IN THE CONSTRUCTION, INSTALLATION  
MAINTENANCE AND REPAIR OF ALL TRANSMISSION AND  
DISTRIBUTION SYSTEMS AND ALL WORK RELATED THERETO  
IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 1620

EFFECTIVE DATE: March 25, 2012

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## **ARTICLE 1:00            TERM OF THE AGREEMENT**

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### Article 1:01

This Agreement shall be for the period from and including May 1, 2011 to and including April 30, 2016 and from year to year thereafter subject to the right of either party to the Agreement within three (3) months immediately preceding the date of expiry of the Agreement which is the 30th day of April in any year thereafter by written notice to require the other of the Agreement to commence collective bargaining.

### Article 1:02

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lockout, or the parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

## **ARTICLE 2:00            INTRODUCTION OF NEW CLASS OF WORK**

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### Article 2:01

Should it become necessary to introduce, in any phase of this operation, any new class of work within the scope of this Agreement, the job classification and its associated rate and working conditions shall be mutually discussed and agreed upon prior to introduction.

## **ARTICLE 3:00            UNION SECURITY, HIRING, LAY-OFF PROCEDURES AND PENALTIES**

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### Article 3:01

The employer, agrees to employ none but members in good standing of Local Union 1620 to perform all work in the construction, installation, maintenance and repair of all transmission and distribution systems and all work related thereto which is within the jurisdiction of the IBEW. When selecting employees for each individual separate contract/job, the employer shall select his/her supervisor, working and non working foreman. Subsequent selection of Journeyperson and/or Apprentices for that contract/job shall be shared on a 50-50 new hire basis (union to have first pick) through the union office. The union agrees to furnish competent and qualified workman in so far as possible. After a period of four (4) days, should the Union be unable to fill the employer's request for employees of special skills or journeyperson linemen, the Union and the Employer would undertake joint recruiting of employees. All employees referred to in this Agreement shall be in receipt of a clearance from the Union before commencing work and shall work and be paid in accordance with the terms of this Agreement. Failure by either party to comply with the foregoing shall be grounds for immediate dismissal upon notification from the union office. The employer shall retain recall rights for a period of six (6) months provided the individual is not employed by a unionized contractor.

### Article 3:02

When employees are laid off or terminated for any reason, separation certificates shall be given to or posted to the employees within five (5) days (excluding weekends and holidays listed in this Agreement) of the lay-offs or termination date. A copy of such certificate shall

also be mailed to the Union Office within the abovementioned five (5) days (excluding weekends and holidays listed in this Agreement).

Article 3:03

Should the employer not comply with the above, the employee shall receive \$45.00 per day for each day beyond the five (5) days above mentioned. The foregoing shall not apply to an employee who has voluntarily terminated his/her services.

Article 3:04

Should it become necessary to recruit employees under Article 3:01, preference shall be given to members of other IBEW Locals with line construction jurisdiction. Members of IBEW Local 1620 will not be laid off while there are travellers still employed. The Employer, where possible, shall consult with the Business Manager of the Union, prior to a lay off.

**ARTICLE 4:00      WORK JURISDICTION**

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Article 4:01

The Employer understands that the Local Union's jurisdiction both trade and territorial is not subject for negotiations, but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determinations. The jurisdiction of outside and utility workers is set out in Schedule "A" hereto which schedule forms a part of this Agreement, and it may be only amended from time to time by the International President of the IBEW and/or the International Convention of the IBEW.

**ARTICLE 5:00      UNION DUES, ASSESSMENTS AND TAX FORMS**

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Article 5:01

The Employer will deduct regular monthly union dues and assessments from each employee's pay and remit same to the Local Union 1620 and, in addition, will deduct initiation fees and arrears upon receiving written authorization of the employee. Amounts so deducted shall be remitted by the 15th day of the following month.

**ARTICLE 6:00      SHOP STEWARDS, HIRING PROCEDURES AND DUTIES**

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Article 6:01

The Business Manager or Assistant Business Manager may appoint a shop steward per site at each headquarters and/or work location. If it is desired to transfer the shop steward, such transfer must be made in consultation with the Business Manager. On any job, the shop steward shall have the opportunity to work overtime and shall be the last man laid off provided that he/she is qualified and capable of performing the work required. Stewards shall not be discriminated against in performance of union duties. They shall be allowed all the necessary time required on the job without loss of pay, in the performance of union duties. The Steward shall notify their immediate supervisor when they are going to be absent from their work site in the performance of such duties. No steward shall advocate or cause any slow down or stoppage of work.

## **ARTICLE 7:00 SAFETY PRACTICES**

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### Article 7:01

In matters of safety practices, it is agreed that these shall be governed by existing rules and regulations of the Newfoundland Provincial Authorities insofar as they apply. Where existing regulations do not apply to specific cases, such cases shall be referred to a Safety Practices Committee which shall consist of three (3) members; one (1) appointed by the Union, one (1) appointed by the Employer and a mutually agreed upon Chairman. Should the respective company-union nominees be unable to agree on the choice of Chairman, then the matter shall be referred to the Minister of Labour for his/her appointment. This Safety Practices Committee shall meet when required by either party. In the case of a deadlock, the matter shall be referred to the Occupational Health and Safety Branch of the Department of Labour. Safety meetings are to be held in accordance with Occupational Health and Safety regulations. Committee members are to lose no pay in attending these meetings.

## **ARTICLE 8:00 HOURS OF WORK AND HEIGHT PAY**

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### Article 8:01

The hours of work shall be eight (8) hours a day, forty (40) hours a week, Monday through Friday inclusive between the hours of 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. or ten (10) hours per day for four (4) days Monday to Thursday. Such hours may be changed by mutual agreement of the employer, the Business Manager and the employees involved. All other times shall be computed at overtime rates as defined in Article 9:00. Should work become unavailable during the working day, payment shall be made in accordance with the present practice; eight (8) hours pay for the day. Unless an employee has been notified, before midnight on the previous day of the layoff, he/she shall be paid eight (8) hours at straight time subject to Article 39:00.

### Article 8:02 - Forest Closure Conditions

It is recognized that special circumstances may arise in the event of forest closure. In this event the following shall apply: Employees shall report for work at a time determined by the employer and shall be paid (8) hours at straight time for each day or part day worked. Overtime shall apply after eight (8) hours subject to Article 39:00.

### Article 8:03

Due to emergency conditions, meals will be eaten on the job and meal periods shall be paid as defined in Article 9:00. Meal periods will be recognized as per Article 9:03.

### Article 8:04

It is understood that the foregoing arrangement of hours and rates of pay as defined in Article 8:02 above is devised to cover emergency conditions peculiar only to forest closures as outlined above.

### New Article 8:05

In the event any Utility requires assistance from the IBEW Construction Sector, double time shall be paid for all hours worked outside of normal working hours during storm trouble.

Height pay will be paid at the rate of one and one-half (1 ½) times the prevailing rate for all line work on pole and tower structures when working from the ground over ninety (90) feet.

Any time spent working out of an aerial cart will be at two (2) times the regular rate.

## **ARTICLE 9:00 OVERTIME**

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### Article 9:01

The rate of pay for overtime shall be time and one-half (Monday to Saturday). Double time shall be paid while working on Sundays and Holidays. For holidays listed herein, the rate of pay, if worked, shall be double time in addition to the regular day's pay, except where the parties agree to a vacation shut down, then straight time will be paid. Relief shall be for a period of not less than eight (8) hours.

### Article 9:02

The employees who are called from their homes after their regular working day has finished shall receive a minimum of four (4) hours at the applicable overtime rate of pay for each special call. If it is necessary to work more than four (4) hours, they shall be paid at the regular overtime rate of pay until the start of the next regular working day.

### Article 9:03

Employees who are required to work in excess of two (2) hours beyond the end of a regular shift, or in excess of four (4) hours of unscheduled overtime will be provided with a meal. If such overtime work continues, additional meals will be provided for each successive four (4) hour period. When it is impossible to provide such meals the employee shall receive \$15.00 in lieu of same.

### Article 9:04

When overtime work is planned, the employee shall be responsible for providing the first meal as would be the case on a normal work day.

### Article 9:05

Overtime will be distributed as equally as possible among all qualified employees on a particular job.

### Article 9:06

An employee who is injured in the course of performing his/her duties and requires medical attention by a doctor, and is certified by the doctor to be unable to continue work, shall be paid to the end of his/her regular scheduled work shift on the day of injury. The employer shall be responsible for the cost of transportation from the job to the hospital or clinic, etc., and also from the hospital or clinic, etc., to home or boarding house, if required.

## **ARTICLE 10:00 COFFEE TIME**

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### Article 10:01

Employees shall be entitled to stop for coffee once in the morning and once in the afternoon.

**ARTICLE 11:00 DRIVING OF VEHICLES**

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Article 11:01

Any employee assigned to drive or operate a vehicle or piece of equipment which requires a special license over and above the normal driver's license for which he/she was hired shall be reimbursed the cost of such special license.

**ARTICLE 12:00 PAY**

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Article 12:01

Employees shall be paid in accordance with the rates of pay set out in Schedule "B" hereto, which schedule forms a part of this Agreement.

Article 12:02

Employees shall be paid every Thursday at 4:30 p.m. by cheque or direct deposit. If the regular pay day falls on a holiday, employees shall be paid on the preceding working day.

Article 12:03

When an employee resigns or is terminated for just cause while in the field, he/she shall be paid for all time worked plus travelling expenses to his/her regular headquarters or point of hiring, whichever may apply.

Article 12:04

Apprentices who have attained a certificate in the lineman's pre-employment course will be credited with six (6) months towards his/her apprenticeship (first year) and shall be paid first year rate for the remaining six (6) months.

Article 12:05

Rates of pay for Apprentices:

|                        |                                     |
|------------------------|-------------------------------------|
| First Year Apprentice  | 55% of the lineperson's hourly rate |
| Second Year Apprentice | 65% of the lineperson's hourly rate |
| Third Year Apprentice  | 70% of the lineperson's hourly rate |
| Fourth Year Apprentice | 80% of the lineperson's hourly rate |

Article 12:06

All time spent travelling, at the request of the employer, up to a maximum of eight (8) hours per day shall be paid the applicable rate.

**ARTICLE 13:00 TEMPORARY WORK OUTSIDE OF CLASSIFICATION**

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Article 13:01

Employees engaged temporarily in work classified as paying more than their regular rate shall be paid at the higher rate for the time so worked. This clause shall not apply to Apprentices working with their own trade.

Article 13:02

Employees engaged temporarily at work classified as paying less than their regular rate shall not have their rate reduced while so working. Employees shall not unreasonably refuse any work offered under this condition.

## **ARTICLE 14:00      BONUS LIMITATIONS AND EXCLUSIONS**

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### Article 14:01

Should any employee be paid at a rate above that which is provided for in this Agreement or receive any form of bonus or any other remuneration, then all employees on that job and in that classification shall receive the same.

## **ARTICLE 15:00      JOINT BOARD FUNDING INCLUDING HEALTH AND WELFARE AND PENSION AND VARIOUS OTHER FUNDS**

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### Article 15:01

There shall be established a Joint Board of the Utility and Line Construction Industries consisting of six (6) members; three (3) appointed by the CLRA and three (3) appointed by the Local 1620 IBEW.

### Article 15:02

Within ten (10) days after the execution of this Agreement, the parties shall notify each other, in writing, of the names of their representatives to this Joint Board.

### Article 15:03

The Joint Board shall establish rules and regulations under which it will operate and shall have the power to modify or amend such rules and regulations and will be seeking to promote harmony between the employers and employees in the industries, and will study and institute a program which will make it possible for the Industry to be of greater assistance to those purchasing services, the potential purchaser and the general public. All rules and regulations, modifications or amendments thereto, shall be sent, in printed form, to all parties of this Agreement and all individual employers employing employees represented by Local 1620 of the IBEW under the terms of this Agreement.

### Article 15:04 - Health and Welfare Fund

The Joint Board shall supervise the allotment of funds to the Joint Plan of Locals 2330 and 1620 Electrical Workers' Health and Welfare Plan. The sum to be paid by all employers for each payroll hour worked by each employee covered under this Collective Agreement shall be one dollar (\$1.00) per hour over and above wages for each hour worked. Said funds shall be made payable to the Board of Trustees of the Joint Plan of Locals 2330 and 1620 Electrical Workers' Health and Welfare Plan through their administrator, Benefit Plan Administrators Ltd., and any other administrator who may be instituted from time to time by the Trustees of the Health and Welfare Plan.

### Article 15:05 - Training Fund

The Joint Board shall supervise and make rules and regulations pertinent to the Training and Scholarship Fund which is established at the rate of twenty five cents (\$0.25) per man per payroll hour worked. Contributions to the Training and Scholarship Fund shall be primarily used to provide monetary incentive to Apprentices who attend trade schools per their regular course of apprenticeship training. The Trustees shall also be empowered to investigate and institute other training and/or safety courses as they see fit and as can be afforded from the Fund.



Article 15:06 - Construction Industry Fund

The Employer shall remit thirty (\$0.30) cents per hour worked each to the CLRA and the NLBCTC for a total of sixty (\$0.60) cents hourly contribution to the Newfoundland Construction Industry Fund. Such money shall be remitted no later than the 15th day of the month following the month in which the hours are worked. The money shall be remitted to Benefit Plan Administrators Ltd., 7001 Mumford Road, Suite 216 A, Tower No. 12, Halifax, Nova Scotia, B3L 4N9.

Article 15:07 - Pension Fund

The parties here to agree on a Pension Plan Trust Fund as follows:

- (a) The Trust Document under which the Fund is controlled shall provide for equal Trustees in number and power, appointed by each of the parties hereto. It is further agreed that the existing Trustee, responsible for the operations of the Health and Welfare Plan will also be responsible for the Pension Plan Trust Fund unless otherwise specified in future collective bargaining agreements.
  
- (b) The employer shall make contributions by cheque on a monthly basis prior to the 15<sup>th</sup> day of the month following that month in which the said hours were worked and to be accompanied by a list of the employees for whom the contributions were made. These contributions shall be in the amount of:

|                 |         |
|-----------------|---------|
| May 1, 2011     | \$ 2.05 |
| *March 25, 2012 | \$ 3.30 |
| *May 1, 2012    | \$ 4.55 |
| *May 1, 2013    | \$ 5.80 |
| *May 1, 2014    | \$ 7.05 |

\* Note: Please see attached Memorandum of Understanding No. 1 - Pension / Health and Welfare Contributions.
  
- (c) The Pension Plan shall be professionally administered.

Article 15:08

All employers shall contribute to the above-mentioned funds in one payment each month which shall be the total hours worked that month at the total rate per hour as indicated in Schedule "B". Any contribution increase shall be included in the total hourly wage package increase.

Article 15:09

Payments to the said Joint Board of the Utility and Line Construction Industries shall be based on payroll hours worked and shall be made by cheque at par at the City of St. John's, Province of Newfoundland & Labrador, to the administrator of the said fund, namely: Benefit Plan Administrators Ltd.

Article 15:10

Payments shall be due and payable no later than fifteen (15) days after the termination of the calendar month in which the hours were worked. The delinquent employer concerned will not only remain liable to the said fund for the amount of money not contributed, but shall be responsible for any claim or benefits lost to the employers or employees by reason of the failure to make payment in the amount and at the time provided herein. Each employer shall also forward a statement setting out the names of the employees in respect

of whom such payment was made, and the amount in respect of each employee, and the hours worked by each employee during such calendar month.

Article 15:11

The Trust Document under which the fund is controlled shall provide for equal Trusteeship as appointed by the CLRA and IBEW Local 1620 of the International Brotherhood of Electrical Workers.

Article 15:12

Stabilization Fund:

The parties here to agree on a Stabilization Fund as follows:

- (a) The Fund shall be jointly administered under a Terms of Reference as mutually agreed in the Market Recovery Stabilization Agreement and Declaration of Trust.
- (b) The Board of Trustees for the Fund shall be the Trustees appointed in accordance with the Rate Stabilization Agreement and Declaration of Trust.
- (c) All employers bound by this Agreement shall contribute to the Fund, one dollar (\$1.00) per hour worked by each employee covered by this Agreement.

Market Recovery Strategy:

In accordance with the Terms of Reference mutually agreed between the parties with respect to the application and administration of the Market Recovery Program the parties agree:

- (d) That on all jobs where contractors who are members of the CLRA (Construction Labour Relations Association) who are bidding against non-union contractors, shall be permitted to target jobs in accordance with the terms of reference of the Job Targeting Program as per Appendix B and/or subsidize wages of union personnel from the Market Recovery Stabilization Fund when the monies of the fund permit.
- (e) That the subsidy will apply to all construction work in Newfoundland and Labrador bid under this collective agreement and will remain in effect until the terms of a new Agreement is signed.

Market Recovery Stabilization Fund:

The employer shall remit one dollar (\$1.00) per person hour worked for each employee covered under this agreement for the Union Market Recovery Stabilization Fund. Payment will be made no later than fifteen (15) days after the termination of the calendar month to Benefit Plan Administrators, 7001 Mumford Road, Suite 216 A, Tower No. 1, Halifax, NS B3L 4N9 accompanied by a statement of names for whom payments are made, the amounts for each employee, and hours worked by each employee during such calendar month. Employers who are delinquent for forty-five (45) days or more will be assessed a penalty payment of fifteen (15%) percent for all hours owing. This penalty payment will be payable to the fund. This fund will be jointly administered under a Terms of Reference as mutually agreed, in the Market Recovery Stabilization Agreement and Declaration of Trust.

- (f) The purpose of the Stabilization Fund is to assist the signatory contractor with a subsidy paid from this fund for hours worked on cost sensitive jobs agreed to by IBEW Local 1620 and CLRA.
- (g) In the event that this fund is discontinued for any reason the hourly contributions agreed will become part of the hourly wages of the employee on whose behalf they have been formerly contributed.
- (h) This fund will be discontinued by thirty (30) days notice of either IBEW Local 1620 or the CLRA but only after all subsidies granted are satisfied.

#### 15:13 - Procedure – Stabilization Fund

The fund will be administered by four members of the Joint Board. Two of the members: one from the union and one from the Construction Labour Relations Association who is signatory to the Line Construction Agreement between the CLRA and IBEW Local 1620 will be designated with authority by mutual agreement to grant a subsidy on any work they deem necessary. The other two members will act as alternates with the same authority as the designated members in case of absence. When a subsidy is given it shall be put in written form and signed by the designated members outlining all the particulars of that subsidy. The contractors seeking subsidy will inquire through one of the designated representatives and if granted, the designated representatives will notify the successful bidder. The subsidy whatever amount granted will be for hours worked in the shop or on the job for all classifications covered by this Agreement. The subsidy will be paid to the contractor on receipt of invoice outlining the particulars required with copies of all time slips as completed by the employees for hours worked for which invoice is submitted.

### **ARTICLE 16:00      JOINT BOARD NON-PAYMENT OF PENALTIES**

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#### Article 16:01

Timely payment of wages and contributions to the Joint Board of the Utility and Line Construction Industry provided for in this Agreement is essential. Delinquency and continued failure to remit contributions shall be dealt with as follows:

- (a) The Board will advise the employer, in writing, of any delinquency.
- (b) If the employer has failed to respond within 48 hours of receipt of notification, the Board may then request a meeting with the employer or his/her representative to provide for the payment of funds.
- (c) Should the matter not be resolved at the above-mentioned meeting, or the employer concerned fails to meet, the employer concerned will be held liable for a penalty of fifteen percent (15%) of the outstanding balance for every month or part thereof, payable to the Joint Board.

## **ARTICLE 17:00 CLOTHING, TOOLS, PERSONAL EQUIPMENT, AND LOSS OF PERSONAL EFFECTS**

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### Article 17:01

Safety and Protective Equipment: The contractor agrees to provide each employee upon commencement of their employment the following for use during the course of employment:

- Hard Hat and Liner
- Safety Vest
- Safety Glasses
- Hearing Protectors when required
- Work Gloves Winter/Summer
- Coveralls Winter/Summer
- Rain Wear and Rubber Boots CSA Approved when the nature of the job requires such
- Bug Repellent

It shall be the responsibility of each employee to care for their issued person protective and safety equipment subject to normal wear and tear. The employee will be responsible to return this safety protective equipment upon termination of employment. Failure to do so will result in the cost of these items being charged to the employee which may be deducted from the employee's wages.

The contractor agrees to pay toward the purchase of approved safety work boots an allowance in the amount of two hundred dollars (\$200.00) maximum per year upon receipt of proof of purchase by the employee provided the employee has been in the employ of the contractor for a minimum of twenty (20) weeks.

The Employer agrees that the Lineperson's high voltage rubber gloves will comply with and be tested in accordance with Provincial Government Regulations.

The Employer agrees to supply safe and proper safety equipment, i.e. rubber sleeves, rubber mats, and switch sticks and appropriate hot sticks when being used. The same shall be stored in proper weather tight compartment on the line trucks and not stored with other tools or equipment. Employees shall be responsible for proper care and proper use of such equipment.

## **ARTICLE 18:00 ANNUAL VACATION, HOLIDAYS AND PAY IN LIEU OF PAID HOLIDAYS**

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### Article 18:01

Payment for annual vacations and pay in lieu of paid holidays shall be thirteen (13%) percent of gross wages including overtime for all employees, paid to the Union Office on the 15th of the following month, along with a list of names and amounts for each employee.

### Article 18:02

Calculations of gross wages shall include all regular and overtime earnings. Income Tax on Vacation Pay shall be deducted weekly as part of weekly gross earnings.

Article 18:03

All vacation due shall be granted and shall be taken in working days off in each and every year.

Article 18:04

Each employee will be required to give at least two (2) week's notice in advance of the time at which he/she wishes to begin his/her vacation. When employees are working away from their normal place of residence and are going on holidays, they shall receive travelling time and expenses to and from their normal place of residence providing they meet the 90-day requirement of Article 20:01.

Article 18:05

An employee who has commenced his/her annual vacation and is called back to work shall be paid at double time his/her normal rate for the remaining portion of his/her scheduled annual vacation, and at a later date shall receive the remainder of his/her scheduled vacation.

Article 18:06

When calculating total service for the purpose of determining vacation entitlement under this Agreement, all time lost through sickness or accident in any one calendar year shall be counted as time worked.

Article 18:07

Employees who are discharged solely for the reason of lack of work, who return to work with the employer within two (2) years, will retain the same status with respect to vacation entitlement upon return as that which they held at the time of discharge.

Article 18:08

Statutory Holidays shall be:

|                 |               |
|-----------------|---------------|
| New Year's Day  | Canada Day    |
| Victoria Day    | Christmas Eve |
| Labour Day      | Discovery Day |
| Remembrance Day | Good Friday   |
| Christmas Day   | Boxing Day    |

Or in lieu thereof as designated by the Provincial or Federal Government; Statutory Holidays as stated above which are worked shall be paid for at the double time rate in addition to the regular Statutory Holiday's Pay.

Article 18:09

If a Statutory Holiday falls on a Saturday or Sunday, the closest following workday or days shall be observed.

Article 18:10

On certain jobs the parties may agree to a two-week shutdown in July.

## **ARTICLE 19:00      CAMP ACCOMMODATIONS**

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### Article 19:01

Camps at isolated worksites and at sites where local accommodations are not available for employees whose permanent residence is over forty (40) kilometres from the work site will be furnished at no charge to the employees, and they shall observe reasonable camp regulations.

### Article 19:02

The camp Manager shall have the right to assign accommodations, and there shall be no discrimination between employees by reason of Union affiliation.

### Article 19:03

It is agreed that when an employee availing himself of camp facilities, described in this Article, is on duty, he/she will be provided with a suitable lunch for his/her mid shift meal.

## **ARTICLE 20:00      TRANSPORTATION**

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### Article 20:01

Initial transportation costs and travelling time to the job site and return upon completion shall be paid by the employer. When employees are employed on jobs in excess of twenty-eight (28) calendar days and are provided with board or compensation, such employees will be entitled to return transportation and travel every twenty-eight (28) calendar days thereafter. The turnaround shall be seven (7) days. For projects not accessible by road, or Labrador projects, the turnaround shall be nine (9) days, with one (1) day for travel out, seven (7) days home, and one (1) day for travel in.

### Article 20:02

Employees who are required to use their own tools in the performance of their work will have the excess cost of transportation reimbursed by the employer (subject to 20:01 above).

### Article 20:03

Upon completion of the employment, return transportation costs of tools would be reimbursed by the employer in the same amount allowed under the previous Article 20:06 (subject to Article 20:02 above).

### Article 20:04

All time spent travelling under this clause shall be at straight time up to a maximum of eight (8) hours per day.

## **ARTICLE 21:00      REPORTING TIMES AND PLACES**

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### Article 21:01

Reporting time under camp conditions shall be as follows: Any employee reporting for work at the regular starting time, and for whom no work is provided, shall receive four (4) hours

pay at the applicable rate unless he/she has received notice not to report as provided hereafter.

Article 21:02

Any employee reporting for work, and unless he/she has received notice not to report for work and is prevented from commencing work due to climatic conditions, shall receive two (2) hour's pay at the applicable rate.

Article 21:03

To qualify for reporting time, the employee must remain on the job and be available for work during the paid period unless instructed by the employer not to stay.

Article 21:04

For the purposes of this Article, notice not to report for work is defined as follows:

- A. For residents of the camp, at least one hour before designated starting time.
- B. For non-camp residents: Notice given during his/her previous working day, or local radio or television announcements within two (2) hours of designated starting time, or telephone call.

Article 21:05

Reporting points and travel time shall be established by mutual agreement before commencement of a job. All other travel time shall be considered time worked for overtime purposes.

Article 21:06

In the event employees cannot be transported between the work site and report point, at the end of their shift they shall be paid at straight time rates for all waiting time or at overtime rates if required to work while awaiting transportation.

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**ARTICLE 22 - BOARD AND LODGING AND PERSONAL VEHICLE**

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22.01 FREE ZONES SHALL BE DESCRIBED AS WITHIN:

- 1. Forty (40) kilometers from the City or Town boundary in which the employer's office is situated.
- 2. Forty (40) kilometers from the City or Town Boundary in which the employee resides.

22.02 All employees employed on job sites outside the free zone shall be compensated in the amount of \$68.00 per day worked as of date of signing.

|                                |         |
|--------------------------------|---------|
| Upon Signing of this Agreement | \$68.00 |
| May 1, 2012                    | \$73.00 |
| May 1, 2013                    | \$78.00 |
| May 1, 2014                    | \$83.00 |

May 1, 2015

\$88.00

Initial transportation cost to the job site and return upon completion shall be paid by the employer.

22.03 An employee who is scheduled to work a minimum of 40 hours per week and is employed on a job site that is more than 140 KM from

1. The City or Town boundary in which the employer's office is located
2. The City or Town boundary in which the employee resides

shall have board and lodging paid for a seven (7) day week.

If an employee is absent from work without the employer's permission, then board and lodging is paid per day worked. An employer's permission will not be unreasonably withheld.

22.04 When an employee is requested by the employer to use his own vehicle for the convenience of the employer he shall be compensated at the following rates:

|              |                     |
|--------------|---------------------|
| Upon Signing | \$0.60 cents per KM |
| May 1, 2012  | \$0.62 cents per KM |
| May 1, 2013  | \$0.64 cents per KM |
| May 1, 2014  | \$0.66 cents per KM |
| May 1, 2015  | \$0.68 cents per KM |

No employee shall be discriminated against for refusing to use his own vehicle.

## **ARTICLE 23:00 GRIEVANCE & ARBITRATION PROCEDURE**

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### Article 23:01

All grievances, including grievances arising from the dismissal or suspension of any employee, shall first be discussed by the Shop Steward and/or Stewards with the Superintendent of the Shop or Plant, or with the Department Head or his/her Assistant. If agreement is not reached, the point at issue shall be referred by the Shop Steward to the Business Manager of the Union who will discuss it with senior officials of the Employer. If the grievance is not satisfactorily disposed of in this way, it shall be referred to a single arbitrator.

### Article 23:02

Upon completion of the sittings of the single arbitrator, the said single arbitrator shall hand down his/her award within fifteen (15) days after the completion of his/her sittings. However, this time limit may be extended with the mutual consent of the Employer and the Union.

### Article 23:03

If the parties to this Agreement fail to agree upon their choice of a single arbitrator within five (5) days of the request of either party, then either party may write the Minister



responsible for Labour Relations for the Province of Newfoundland and Labrador with a request that he/she immediately appoint a sole arbitrator to be selected from the list of trained Arbitration Board Chairmen for this Province which is available from the Minister's Office.

#### Article 23:04

The decision of the single arbitrator shall be final and binding on both parties. The losing party will pay all the Arbitrator's costs. The sole arbitrator shall not have the right to alter or modify the terms and conditions of this Agreement. However, the said sole arbitrator shall have the right to award back pay in cases of dismissal.

#### Article 23:05

A grievance, to be valid, must be reduced to writing and lodged with the Employer within forty-five (45) calendar days of its occurrence.

#### Article 23:06

The parties to the Collective Agreement may agree to refer one or more grievances under the Collective Agreement to a grievance mediator for the purpose of resolving the grievance(s) in an expeditious and informal manner.

If the parties cannot agree on the name of the grievance mediator, then, on a request by either party, the Minister responsible for Labour Relations shall appoint a grievance mediator.

Where the parties agree to refer a matter to grievance mediation, a time limit with respect to the reference of a grievance to arbitration in the Collective Agreement is suspended until the date that the grievance mediator advises the parties that the grievance mediation is concluded.

The grievance mediator shall meet with the parties within 7 calendar days after being appointed by the Minister, or agreed to by the parties. These time limits may be extended by mutual agreement of the parties.

The grievance mediator shall attempt to assist the parties to settle the grievance by mediation.

Parties shall share all costs associated with grievance mediation.

### **ARTICLE 24:00      DEFINITIONS**

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#### Article 24:01

General Foreman: He/she shall be a member of the Union. He/she shall supervise the work of other foremen and Lead Linemen and direct all orders through them. He/she shall not work with the tools of the trade.

#### Article 24:02

Foreperson: A Foreperson having charge of more than four (4) other employees. He/she shall not work with the tools of the trade when six (6) or more employees are under him/her.

Article 24:03

Lead Line Person: A journeyperson having charge of not more than four (4) other employees. Only Lead Line Technicians, Journeypersons, and/or apprentice line technicians shall be allowed to frame poles on the ground.

Article 24:04

Journeyperson (Lineperson and/or Cable Splicer): Only lead line technician, journeyperson lineperson and/or apprentices shall be allowed to frame poles on the ground.

Article 24:05

Apprentice: An employee who is serving for qualifications as journeyperson in the related trade.

Article 24:06

Blaster/Driller: An employee to whom special duties have been assigned. A Blaster-Driller's helper shall be paid as a ground person.

Article 24:07

Utility Person: An employee who performs at ground level all work in connection with the construction, dismantling or maintenance of transmission and distribution lines and sub stations, and also performs general labour work when required.

Article 24:08

Mechanic: An employee who is qualified in the maintenance and repair of vehicles and equipment.

Article 24:09

Operator: An employee who is qualified and operates machinery and equipment including drivers requiring class 1, 2, 3, or 8 driver's license.

Article 24:10

Full-time Storeman: A workman who shall be responsible for the requisitioning, handling, and dispatching of materials.

Article 24:11

Instrument Person: An employee who is qualified in the use of instruments for indicating or measuring conditions, positions and directions.

**ARTICLE 25:00 JURY DUTY**

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Article 25:01

An employee who is called for jury duty shall be paid the difference between his/her regular wage and that which is received as a juror.

## **ARTICLE 26:00      BEREAVEMENT LEAVE**

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### Article 26:01

In the case of death in the employee's immediate family, (mother, father, sister, brother, grandparents, spouse, children, and shall cover the above with the prefixes "step or foster" attached) up to three (3) days bereavement leave with pay shall be given for time lost from his regular scheduled hours, to enable the employee to attend the funeral or to look after funeral arrangements.

## **ARTICLE 27:00      APPRENTICESHIP RATIO, TRAINING AND COURSES**

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### Article 27:01

The rate of apprentices shall be one (1) apprentice to one (1) journeyman on all line construction crews where more than one (1) man is needed. The employer, where possible, agrees to alternate apprentices from hot line to cold line and vice-versa at least every three (3) months with a view to facilitating the training of said apprentices.

### Article 27:02

Except in the interest of safety, as stated below, the ratio of apprentices on hot line crews will be one (1) on every three (3) man truck and two (2) per truck on large crews subject to clearance from Newfoundland Light & Power Company Limited and Newfoundland & Labrador Hydro.

### Article 27:03

In the interest of safety, and in accordance with the Operating Lineman's Program of Training, no first year apprentices will work on a hot line crew, no second year apprentices will work with a hot line crew working above 300 volts. Third and fourth year apprentices will work on live lines under the supervision of a qualified journeyman.

### Article 27:04

The Employer agrees to cooperate to the fullest extent with any government instituted Apprenticeship Training Plan including the granting of time off for yearly in-school training where requested by the employee or the Minister responsible.

### Article 27:05

The Employer further agrees to endeavour to do all in his/her power to see that apprentices are given the necessary work experience as outlined in the Operating Lineman's Course.

## **ARTICLE 28:00      PICKETS**

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### Article 28:01

The Employer will not require employees to cross or otherwise fail to recognize a legal picket line. Employees shall not be required to cross an illegal picket line where there is risk of loss of life or limb.

## **ARTICLE 29:00      EDUCATION**

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### Article 29:01

Both the Employer and the Union recognize the need for the upgrading and training of linemen and apprentices. To this end the Employer shall cooperate with any Government or Union instituted training programs, including, but not limited to, the granting of time off for employees to attend Trade School classes, on-the-job instruction, or any other program which may be instituted by Government authorities or Union authorities.

## **ARTICLE 30:00      ACCESS TO SHOPS AND JOB SITES**

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### Article 30:01

The Business Manager of the Local Union, or his/her appointed assistants, or the International Representative shall be allowed access to any shop or job site where workmen are employed under the terms of this Agreement, after receiving the approval of employer's or owner's representative. The Employer also recognizes the authority of the International Representative with regard to negotiations and the Local Union.

## **ARTICLE 31:00      INCLEMENT WEATHER**

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### Article 31:01

The safety of employees shall be considered at all times in deciding what work shall be performed during inclement weather such as rain, snow, icing, severe cold, or severe wind. If work cannot be performed safely, the contractor shall pay employees for all time worked plus all waiting time plus one (1) hour at the prevailing rate, not to exceed eight (8) hours.

## **ARTICLE 32:00      DISCIPLINE**

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### Article 32:01

The Union reserves the right to discipline its members for violation of the working rules, bylaws, constitution, or agreements of Local Union 1620 of the International Brotherhood of Electrical Workers.

## **ARTICLE 33:00      RECLASSIFICATION PROTECTION**

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### Article 33:01

No employee shall be reclassified so that he/she will receive any lesser rate of pay or condition of employment than that which was received before the signing of this Agreement. For purposes of interpretation, all employees who are classified as linemen, whether 1st or 2nd Class, before the signing of this Agreement, shall henceforth be considered linemen when computing rates of pay in Schedule "B" attached.

## **ARTICLE 34:00      UNION LABEL**

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### Article 34:01

The Employer agrees, whenever and wherever practical, to make use of and promote materials and products bearing the UNION MADE LABEL, particularly that of the International Brotherhood of Electrical Workers.

## **ARTICLE 35:00      USE OF HELICOPTERS**

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### Article 35:01

In the event that a helicopter is used by an employer during the course of construction, a workman shall be paid wages in the manner outlined in Articles 36:02 to 36:09 inclusive.

### Article 35:02

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/her to work on the ground shall for that day be paid a premium equal of 25% of his/her straight time rate for all hours worked during that day and shall be classified as a journeyman lineman.

### Article 35:03

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/her to work above ground shall for that day be paid a premium equal to 50% of his/her straight time rate, for all hours worked during that day.

### Article 35:04

Nothing contained in Articles 36:02 and 36:03 and herein, shall be construed and interpreted in such a manner as will entitle the workman in any one day in respect of the use of a helicopter to claim any more than one premium as specified in this article.

### Article 35:05

The words "assigned to work directly with a helicopter" contained in Article 36:00 shall be determined to apply only to a workman expressly and specifically directed to perform work simultaneously and in conjunction with the use of the helicopter at his/her station of work and nothing in the recited Article 36:00 shall be construed or interpreted in such a manner as will entitle a workman to claim helicopter premiums for any other work performed in advance of or preparatory to operations subsequently performed with the use of helicopters.

### Article 35:06

A workman being transported on the job by a helicopter shall carry with him/her hand tools and safety belts, together with his/her lunch and rain clothing. When appropriate, other line tools and rigging supplies and miscellaneous material necessary for performance of the work shall be properly secured and stowed and carried together with a workman. No sling loads shall be carried when transporting men.

### Article 35:07

All such persons working with helicopters or airborne devices must be covered by insurance paid for by the employer to the amount of \$100,000.00.

Article 35:08

Riding in a helicopter shall not be a condition of employment.

Article 35:09

There shall be radio contact between the helicopter pilot and workmen receiving or hooking or stringing at all times.

**ARTICLE 36:00      SUBCONTRACTING**

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Article 36:01

The terms of this agreement shall be binding upon any person, firm, or corporation engaged in sub-contracting work for the signatory employer on work covered by this agreement with the exception of the clearing of right of ways. The signatory employer to this agreement agrees further that any and all subcontractors shall become signatory to this agreement before commencing any subcontracting work for said signatory employer. Violation of this article by the employer shall entitle the union to seek damages for wages and benefits lost to unemployed union members as well as union dues, vacation pay, and all other monetary items. Such damages and losses are to be immediately payable to the Union Office.

Article 36:02

Notwithstanding Article 36:01, the employer's right to engage machinery and equipment with operators on an hourly basis as per past practices on minor jobs, is hereby confirmed. However, this Article shall not be construed to cover work which is of a major nature.

**ARTICLE 37:00      LABOUR MANAGEMENT COMMITTEE**

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Article 37:01

The parties to this agreement hereby agree to the establishment of a Labour Management Committee; the purpose of that committee being to ensure that an atmosphere of good labour relations is fostered between the Union, its members, and all employers who are signatory to this Agreement. The Labour Management Committee shall consist of the Union Business Manager or his/her appointed assistants, two (2) management representatives of each employer and two (2) union representatives of each employer.

Article 37:02

The Union representatives of each employer shall not lose any pay while attending these meetings, and their cost of transportation, wages, board, and lodging, etc. shall be picked up by the appropriate employer concerned.

Article 37:03

The Labour Management Committee shall meet once a month or more often if cause necessitates it. They shall meet in a place which is mutually agreeable to all concerned.

Article 37:04

At the date of signing this collective agreement, the parties concerned shall notify each other immediately in writing, as to their nominees to the Labour Management Committee.

The Union shall be responsible for the selection and appointment of the employee representatives of each employer who is signatory to this Agreement.

**ARTICLE 38:00      ENABLING CLAUSE**

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Article 38:00

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union, Employer and the CLRA when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.

## **SCHEDULE "A"**

### **WORK JURISDICTIONS**

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#### OUTSIDE AND UTILITY PERSONS

These shall include: foreperson, lineperson, electrical rail grinders, groundmen, and helpers. Outside electrical inspectors, cable splicers technicians, trimmers, maintenance men, and clerical workers. Aerial and underground cable men and combination trouble men working for distributing companies. Load dispatchers, metermen, station attendants and switchboard operators and trouble men working for distributing companies. Fire and police operators, maintenance and battery men, signalmen and electrical layout men. Operators of electrical apparatus when generating, furnishing, or supplying electricity. All employees of utility employers generating or producing or transmitting or distributing electricity, gas, or water.

They are to have jurisdiction over the following:

The operation, maintenance and repair of equipment owned or operated by utility employers. All electrical construction work outside of isolated plants and the property lines of any given property, but not electric signs, and not street electrical decorations, except when messenger or guy wire is necessary for support and when fed and controlled from the street.

Series arc lamps and wiring when fed and controlled from the street. All line work consisting of wood, concrete or metal (or substitutes therefore), poles or towers, including wires, cables or other apparatus supported there from. Line work in public, private or amusement parks. All work necessary to the assembling, installation, erection operation, maintenance, repair, control, inspection and supervision of all conductors, ducts and raceways when part of distributing systems outside of buildings, railroads, and outside the directly related railroad property and yards. Installing and maintaining the catenary and trolley work on railroad property, and bonding of rails. All underground ducts and cable when they are installed by and are part of the system of a distributing company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations. All outdoor substations and electrical connections up to and including the setting of transformers and the connecting of the secondary buses thereto.



## SCHEDULE "B'

### CLASSIFICATION & WAGE INCREASES TO 2011

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The classification hourly wage rate package as herein listed in Schedule B shall apply to all new work bid after signing of this agreement by the related parties. All work bid prior to signing of this agreement shall be completed at the previous rate or as mutually agreed/approved by the Local and the Employer.

### WAGE TABLES

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IBEW Local 1620 Linesperson Total Hourly Wage Package

|                    | May 1, 2011 | March 25, 2012 |  |  |  |
|--------------------|-------------|----------------|--|--|--|
| Hourly Wage        | 27.79       | 27.79          |  |  |  |
| 10% Vacation Pay   | 2.78        | 2.78           |  |  |  |
| 3% Holiday Pay     | 0.83        | 0.83           |  |  |  |
| Health and Welfare | 1.00        | 1.00           |  |  |  |
| Pension            | 2.05        | 3.30           |  |  |  |
| Industry Funds     | 0.60        | 0.60           |  |  |  |
| Training           | 0.25        | 0.25           |  |  |  |
| RSF                | 1.00        | 1.00           |  |  |  |
| Total Hourly Wage  | 36.30       | 37.55          |  |  |  |

## SCHEDULE "C"

### TOOL LIST

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| <u>Quantity</u> | <u>Description</u>  |
|-----------------|---|
| 1               | Belt & Pole Strap   |
| 1               | Hooks, Pads, and Straps   |
| 1               | 10" Crescent Wrench   |
| 1               | 12" Crescent Wrench   |
| 1               | Rachett and Sockets 0/2" Drive)                                       |
| 1               | Ball Peen Hammer (2 lbs.)   |
| 1               | 9" Klien Pliers   |
| 1               | Hand Line (other to be supplied by the Employer)                      |
| 1               | Straight End Screwdriver (14")  |
| 1               | Skinning Knife  |
| 1               | 3' Wooden Rule (all others to be supplied by the Employer)            |
| 1               | Non-Metallic Tape Measure (all others to be supplied by Employer)     |
| 1               | Line Level  |
| 1               | Brace and Bit (all other bits to be supplied by Employer as required) |
| 1               | Spud Wrench (15/16")  |

**SIGNATURE PAGE**

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SIGNED THIS 21<sup>st</sup> DAY OF March 2012.

By the  
CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF NEWFOUNDLAND AND  
LABRADOR INC.  
On Behalf of:

ALL EMPLOYERS WHO ARE COVERED BY  
ACCREDITATION LEGISLATION AND BY  
ANY OTHER COMPANIES WHO MAY BECOME  
SIGNATORY.

---

George Dalton

For and on behalf of:  
LOCAL UNION 1620 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

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Robert Slade

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Terry Rose

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Gilbert Reid

**Memorandum of Understanding No. 1**  
Pension / Health and Welfare Contributions

between

Construction Labour Relations  
Association of NL Inc.

and

International Brotherhood of Electrical Workers  
Local 1620

The parties agree that effective the date of signing of the 2011 – 2016 CLRA and IBEW Local 1620 Collective Agreement, there will be an additional one dollar and twenty five cents (\$1.25) per hour provided to the union to be distributed by the union to their pension and/or health and welfare package.

An additional one dollar and twenty five cents (\$1.25) will be provided to the union to be distributed by the union to their pension and/or health and welfare package on May 1, 2012 and on May 1, 2013 and on May 1, 2014.

Signed the 25 day of \_\_\_\_\_ 2012.

Construction Labour Relations  
Association of NL Inc.

IBEW Local 1620

\_\_\_\_\_  
George Dalton

\_\_\_\_\_  
Terry Rose

**Memorandum of Understanding**

between

Construction Labour Relations  
Association of NL Inc.

and

International Brotherhood of Electrical Workers  
Local 1620

The parties agree that effective upon signing of the formal 2011 – 2016 Collective Agreement by the CLRA representatives and the IBEW Local 1620 representatives that all terms and conditions as discussed throughout the negotiation process have been accepted and deemed to be ratified. Upon signing the Collective Agreement by the specified parties from both organizations, the Agreement shall be deemed to be effective Sunday, March 25, 2012, for all new work bid or any altered agreement as discussed throughout the negotiation process.

Signed the 20<sup>th</sup> day of March 2012.

Construction Labour Relations  
Association of Newfoundland and  
Labrador Inc.

International Brotherhood of  
Electrical Workers IBEW Local 1620

\_\_\_\_\_  
Craig Power

\_\_\_\_\_  
Terry Rose

\_\_\_\_\_  
Wayne Fowler