

# **ELECTRICAL CONTRACTOR REGISTRATION AGENCY ADVISORY COUNCIL**

## **Terms of Reference**

### **Introduction**

Whereas the Electrical Contractor Registration Agency Advisory Council ("ECRA") and the Electrical Safety Authority ("ESA") consider that the protection of life and property against hazards of faulty electrical installations and the welfare of consumers, licensees, registrants and the electrical industry will be advanced by the establishment of uniform, proper and recognizable standards of qualification for those who are engaged in the making of electrical installations in the Province of Ontario;

And Whereas the letters patent of ESA dated January 12, 1999 state that the objects for which the corporation is incorporated are:

- To promote and undertake activities which enhance public electrical safety, including training, authorization, registration, audit, quality assurance, inspection, investigation, enforcement and other public safety services;
- To act in any capacity under all legislation and regulations designated and delegated to the Corporation under the Safety and Consumer Statutes Administration Act, S.O. 1996, C.19 as amended from time to time and any other legislation or regulations under which responsibilities are delegated to the Corporation in the future;
- To inform, educate and work with industry, government and the public;
- To promote and undertake activities that enhance the competitiveness of the Ontario and the Canadian economy;
- To promote and undertake activities that encourage the harmonization of electrical safety standards and compliance practices;
- To encourage industry to responsibly enhance electrical safety.

### **Section 1 – Mandate**

ECRA is hereby established to seek feedback, monitor, review and provide advice and recommendations to the ESA on matters related to licensing, examination, registration and certification of persons or businesses for different types of electrical work throughout the province of Ontario.

**Section 2 – ECRA Charter**

ECRA shall be governed in accordance with its existing Charter (as amended), attached as Appendix I. Any conflicting provisions between the Charter and ESA policies, it is understood and agreed that ESA statutes, regulations and/or policies shall govern.

**Section 3 – Liability**

The legal relationship between the ESA and ECRA shall be in accordance with ESA policy attached as Appendix II.

# **APPENDIX I**

## **Electrical Contractor Registration Agency Advisory Council Charter**

The Electrical Contractor Registration Agency Advisory Council ("ECRA") Charter shall only be amended upon ratification by two-thirds of the members of ECRA, with at least one vote being cast in favour of the amendment by each of the Representative Parties.

### **Article 1 - Interpretation**

#### **A. Definitions**

i) "Representative Parties" means the ECRA members in the following groups: 1) electrical contractor members appointed by the Electrical Contractors Association of Ontario ("ECAO"), the Ontario Electrical League Contractors Committee ("OEL") and the Utility Contractors Association of Ontario; 2) Electrical Safety Authority ("ESA") appointed members; 3) consumer members appointed by the Consumer Advisory Council of ESA; 4) and municipal members appointed by the Association of Municipal Managers, Clerks and Treasurers of Ontario.

ii) "electrical contractor" means a person who is licensed to operate an electrical contracting business under regulation 570/05 of the *Electricity Act, 1998* as amended.

iii) "master electrician" means an individual who is licensed under regulation 570/05 of the *Electricity Act, 1998* as amended to assume the responsibilities set out in regulation for the carrying out of electrical work on behalf of an electrical contractor.

iv) "Master Examining Committee" means the Master Examining Committee ("MEC") established and constituted under Attachment 'A' of this Charter.

#### **B. Conflict**

Where there is a conflict between any words, definitions or requirements in this document and the regulations or legislation, the regulations and legislation shall prevail.

### **Article 2 - ECRA Membership**

#### **A. Appointment of ECRA Members**

The appointment process shall be governed by the policies of ESA. ECRA shall consist of ten (10) members:

two (2) representatives nominated by the ESA;  
two (2) representatives nominated by the ECAO who are either licensed electrical contractors or master electricians representative of a licensed electrical contractor;  
two (2) representatives nominated by the OEL who are either licensed electrical contractors or master electricians representative of a licensed electrical contractor;  
one (1) representative nominated by the Utility Contractors Association of Ontario, who is either a licensed electrical contractor or master electrician representative of a licensed electrical contractor;  
one (1) person representing municipalities nominated by the Association of Municipal Managers, Clerks and Treasurers of Ontario;  
one (1) person representing consumers of electrical work nominated by the Consumer Advisory Council of ESA; and  
one (1) person from the community at large nominated by ECRA.

Acceptance of nominees are subject to review and approval by the Regulatory Affairs and Governance Committee and Board of ESA.

Members of ECRA shall be appointed for a term of up to three (3) years and may serve no more than nine (9) consecutive years, unless otherwise permitted by the Regulatory Affairs and Governance Committee and Board of ESA. ECRA may establish processes to manage the terms and renewals of its members, once appointed.

If any ECRA member has been unable to attend ECRA meetings over a consecutive one (1) year period, that ECRA member may be requested to resign. Any resulting vacancy should be filled as soon as possible.

## **B. Vacancy**

The vacancies on ECRA shall be nominated by the constituent body that particular member represents and subject to review and approval by the Regulatory Affairs and Governance Committee and Board of ESA.

## **C. Quorum and Meetings**

A majority of ECRA members, being six (6) members, shall form a quorum for the transaction of business and must include at least one (1) representative from each of the OEL, ECAO and ESA. If however, during the progress of a Council meeting a council member must leave and their departure will impact quorum, the meeting may continue with that member's consent. No motion may be tabled following the departure of the member, other than the adjournment at the end of the meeting.

ECRA may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the members

are present or if those absent have signified their consent to the meeting being held in their absence.

ECRA meetings may be called by the Chair, Vice-Chair, ESA, or on petition from a majority of the members. If all the members of ECRA present at or participating in the meeting consent, a meeting of ECRA may be held by telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and the Chair or Vice-Chair are participating in the meeting by those means.

Notice of such meetings, together with the agenda and supporting materials, shall be delivered, telephoned, electronically sent or telefaxed to each ECRA member not less than seven (7) days before the meeting is to take place or shall be mailed to each ECRA member not less than fourteen (14) days before the meeting is to take place. At any meeting of ECRA, late additions to the agenda may only be made with the support of two-thirds of ECRA members present at the meeting. Late additions to an agenda shall not include proposed changes to ECRA's Terms of Reference and/or Charter. ECRA may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. ECRA members may consider or transact any business at any meeting of ECRA.

ECRA shall meet as required but no fewer than four (4) times per calendar year.

#### **D. Errors in Notice**

No error or omission in giving such notice for a meeting of ECRA shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any ECRA member may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

#### **E. Voting**

Business arising at any meeting of ECRA shall be decided by vote. A motion shall be considered approved provided at least two-thirds of the votes cast are affirmative. Proxy votes will not be permitted. All votes at any such meeting shall be taken by ballot or by recorded vote if so demanded by any ECRA member present, but if no demand be made the vote shall be taken in the usual way by assent or dissent. An ECRA member may request that their vote and associated reason be recorded in the minutes. A declaration by the ECRA Chair that a resolution has been carried and an entry to that effect in the minutes shall be proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the ECRA Chair, his/her duties shall be performed by the Vice-Chair. With the exception of a declared conflict of interest no member shall abstain from voting.

#### **F. Meetings to be Recorded and Transparent**

Except for those exceptional circumstances set out below, meetings shall be recorded by way of detailed minutes and transparent to ensure that those advisors who customarily attend the meetings, are able to provide important input and are best able to carry out the will and direction of ECRA and appreciate its objectives. The minutes of the meetings of ECRA shall be recorded and circulated to ECRA members within two weeks of an ECRA meeting. In exceptional circumstances, an ECRA member may move that a meeting, or a portion of a meeting, be closed or held 'in camera'. Exceptional circumstances are limited to issues of conduct, remuneration, performance or litigation.

### **G. Recording of 'in camera' Meeting**

The decisions made in an 'in camera' meeting and the factors considered in determining to hold the meeting 'in camera', shall be recorded in separate confidential minutes. The secretary should be part of the meeting to keep the minutes unless the circumstances require that they also be absent. In their absence, the Chair is responsible for ensuring that an appropriate record of the meeting is kept. Minutes and any agendas of 'in camera' sessions are confidential. Hard copies may be made available by the secretary or Chair, to those in attendance during the session. Copies shall be returned to and be maintained by the secretary or Chair.

### **H. Attendance of Non-Members at Council Meetings**

**(a) ESA Board Members** - ESA Board members may advise ESA senior management or the Chair, they intend to attend a Council meeting as an observer. However, the Board member has no voting privileges and will be invited to participate in the discussion by the Chair or ESA senior management when appropriate.

**(b) Public/other** - Members of the public or other guests are permitted to attend meetings at the discretion of the Chair or ESA senior management. These guests have no voting privileges and will be invited to participate in the discussion by the Chair or ESA senior management when appropriate.

**(c) ESA Staff and consultants** - Staff, consultants and other professionals retained by ESA are not considered guests at the meeting, as they may be required to participate in the discussion to provide opinions and advice. These attendees will be identified to the Chair during the agenda planning process. They will be introduced at the outset of the meeting, and the Chair or ESA senior management will allow their participation in the discussion when appropriate.

### **I. Meeting of Registrants**

Meetings of persons licensed as a master electrician or an electrical contractor pursuant to legislation and regulation may be called at any time or times, at the sole discretion of ECRA and may be held at such place or places as determined by ECRA, with at least one meeting per year. The business to be discussed at such meetings shall be determined by ECRA, with a reasonable amount of time to be allotted to an "open forum" for those licensed.

#### **J. Resources Provided to ECRA and its Members**

The resources to be provided to ECRA and its members by the ESA, are set out in Attachment 'B'.

### **Article 3- Chair, Vice-Chair, Remuneration and Indemnification**

#### **A. Chair and Vice-Chair**

ECRA shall have a Chair and Vice-Chair. The Chair and Vice-Chair shall be ECRA members and shall be elected by same. The term of the Chair and Vice-Chair will be up to 2 years, with the ability to serve a maximum of two terms. Training will be offered to incoming Chairs.

The ECRA Chair and Vice-Chair must be representatives of one of the licensed electrical contractor organizations listed in Article 2A.

Vacancies in the office of Chair or Vice-Chair for any reason whatever, shall be filled by ECRA appointing one of its members to the vacant office for the unexpired portion of its term.

The Chair shall preside over meetings of ECRA unless they are unable to do so, due to absence or incapacity.

The Vice-Chair shall act as Chair during the absence or incapacity of the Chair.

#### **B. Remuneration and Indemnification**

ECRA members shall be entitled to be repaid and indemnified:

- (a) In accordance with Attachment 'B', against expenses necessarily incurred by them in the performance of their duties and ECRA members, with the exception

of those members who are employees of ESA, may be paid such honorarium for their services as is authorized from time to time by the Board of Directors of ESA.

- (b) In accordance with the attached Policy (Appendix II), the ESA will indemnify and hold harmless ECRA members for work performed in the course of their duties as a member provided such work was performed in good faith.

## **Article 4 - Mandate, Role and Duties of ECRA**

### **A. Elaboration of ECRA Mandate**

Without in anyway limiting those matters contemplated by legislation, regulation, policy or ECRA's Mandate, the following matters are provided as an elaboration of the types of matters included, namely, types of authorizations issued; fees; requirements for application for license and implementation and enforcement of these requirements; qualifications for license; benefits associated with license; renewal, refusal, conditions, suspension or revocation of licenses and appeals therefrom.

### **B. Role of ECRA**

In carrying out ECRA's Mandate, ECRA:

- (a) is to be guided by the principles set out in the Introduction of the ECRA Terms of Reference;
- (b) is to seek feedback, monitor, and review matters within ECRA's Mandate in order to identify issues of concern, emerging issues, opportunities for improvement, constructive solutions, other opportunities;
- (c) is to identify and make recommendations to the Regulatory Affairs and Governance Committee of the ESA Board and ESA senior management to address problems or issues encountered by the public, consumers, electrical contractors, master electricians, applicants, municipalities, government or other stakeholders;
- (d) is to identify opportunities and make recommendations to the Regulatory Affairs and Governance Committee of the ESA Board and ESA senior management that would continue to improve the licensing system and/or foster the principles set out in the Introduction of the ECRA Terms of Reference;
- (e) is to be guided by the principle that the system of licensing or registration be self-funding on a not-for-profit basis;
- (f) is to foster an open dialogue and communication between the ESA and its stakeholders, including any legitimate documentary access; and



(g) is to oversee the provisions that constitute the Master Examining Committee ("MEC") in Attachment 'A', receive recommendations from the MEC, manage appointments to the MEC and make recommendations where consensus cannot be achieved within the MEC.

## **C. Duties of ECRA**

ECRA is a key part of the governance framework associated with the establishment, administration and ongoing improvement and enhancement of the system of licensing for electrical contractors and master electricians.

The Board of Directors of ESA and the members of ECRA have adopted this Charter as part of its commitment to high standards of governance in pursuing the implementation, administration, operation and improvement of the licensing system for electrical contractors and master electricians.

### **i) Duty**

ECRA members shall represent the views of their Representatives Parties when considering the requirements and standards for obtaining and maintaining an authorization, license or registration, the procedures associated with the administration of the authorization, licensing or registration system, the requirements and procedures to support effective enforcement, communication and promotion of the value of a licensed electrical contractor to industry and the general public, recommendations associated with the effective allocation of resources to administer and support an effective system of licensing.

ECRA members, while appointed to represent the views of their Representative Parties also recognize that they have a responsibility to act in good faith and in a manner which supports the best interest of an effective licensing system in keeping with the principles upon which the system of licensing of electrical contractors and master electricians was established.

### **ii) Accountability**

ESA's delegated responsibility for licensing makes the ESA Board accountable to the public for its electrical safety and consumer protection mandate. ECRA must bear this accountability in mind, when executing its Mandate of providing advice and recommendations to the ESA.

### **iii) Conduct**

In executing their responsibility, ECRA members will:

- (a) Maintain independence and objectivity;
- (b) Act ethically, fairly and with personal integrity;
- (c) Disclose any conflict of interest to ECRA in a timely fashion.

#### **iv) Collective Responsibility**

ECRA members will represent the views of their Representative Parties balanced with the need to act in the best interests of an effective and efficient licensing system. ECRA operates collectively, not individually. No individual ECRA member, unless delegated by power of the ESA Board, has authority over ESA, its officers or employees.

#### **v) ECRA members**

- (a) Will not exercise or purport to exercise any authority as an ECRA member except at a meeting of ECRA or a sub-committee, or as specifically designated by ECRA;
- (b) Will direct requests of ESA management, other than requests for information, through the Chair of ECRA;
- (c) May express an alternative position to other ECRA members, but will not establish themselves in an adversarial position with ECRA or ESA employees.

#### **vi) Confidentiality**

In the course of their duties ECRA members may become aware of information, which is private, privileged, confidential or proprietary in nature. ECRA members will not disclose any such information either during or after their term of office. Disclosure or access to information shall be in accordance with ESA's Privacy and Access Code and applicable legislation.

#### **vii) Differing Views**

A healthy exchange of views among ECRA members regarding the strategy, plans, policies, procedures or practices associated with licensing is encouraged and contributes to effective decision making and recommendations. Substantive disagreements among ECRA members are appropriate matters for discussion during ECRA meetings but not in a public forum.

### **viii) Compliance**

ECRA members have an obligation to raise with the ECRA Chair, any concerns, with respect to their own conduct or that of another member, regarding compliance with this Charter and any applicable legislation. The Chair will consider the matter, and if appropriate may consult with the Regulatory Affairs and Governance Committee of the ESA Board. The Chair will communicate his/her decision to the ECRA member who raised the issue and the ECRA member whose conduct is at issue.

If an ECRA member does not accept the decision of the Chair, the member who raised the issue or whose conduct is at issue, may request the matter be submitted to the full ECRA Advisory Council for consideration. In that event the matter will be submitted to ECRA with a recommendation from the Regulatory Affairs and Governance Committee of the ESA Board, for a motion to amend or replace the ECRA Chair's decision.

### **ix) Self-Assessment**

In accordance with good governance best practices, ECRA shall conduct an annual self-assessment and provide recommendations to the Regulatory Affairs and Governance Committee of the ESA Board.

### **Article 5 - Effective Date**

This Charter shall be effective as of fifth day of June, 2013.



## **ATTACHMENT 'A'**

### **Master Examining Committee ("MEC")**

The MEC, its composition, power and duties shall be as follows:

#### **A. MEC**

A MEC shall be constituted and composed of six (6) committee members unanimously appointed by the Electrical Contractors Registration Agency Advisory Council ("ECRA"), four (4) of whom shall be licensed master electricians representing licensed electrical contractors, two (2) of whom shall be employees of the Electrical Safety Authority ("ESA"). Quorum shall consist of three (3) committee members on the provision that one (1) shall be from the ESA, one (1) shall be from the Electrical Contractors Association of Ontario ("ECAO"), one (1) shall be from the Ontario Electrical League ("OEL"). The four (4) licensed master electricians representing licensed electrical contractors shall consist of two (2) from the ECAO and two (2) from the OEL.

#### **B. Power and Duties**

The MEC shall:

1. The MEC shall appoint a Chair and a Vice-Chair and shall consist of one (1) from the ECAO and one (1) from the OEL for a term of three (3) years.
2. Each committee member is to be appointed by ECRA for a term of three (3) years, and their appointment may be either renewed or terminated by ECRA upon completion of each term.
3. Recommend the standards of qualification and setting the examinations, written, oral and practical, for applicants for licenses and renewal of licenses as master electricians.
4. Review and recommend to ECRA the approval of the master electrician qualifying examination based on an MEC confidential review of the composition, effectiveness, and fairness of the questions and ensure that such examination is kept up-to-date with respect to item 3 criteria.

5. Monitor student and instructor feedback and experiences and recommend changes and improvements to the Pre-Masters Course based on information provided by ESA and other stakeholder groups.
6. Recommend acceptance criteria for external instructors who offer the ECRA Pre-Masters training course for consideration by ECRA and implementation by ESA.
7. Conduct annual review of the master electrician examination.
8. ESA to provide input to MEC on the areas where the candidate requires remedial training to ensure the candidate will be successful at the next attempt.
9. The MEC shall be empowered to create sub-committees, standing or special committees as and when deemed necessary by the said committee.
10. The MEC shall meet at least four (4) times per calendar year.
11. Where consensus cannot be achieved regarding a specific decision within the committee, the subject matter will be passed on to the ECRA Advisory Council for recommendations concerning resolution.

### **C. Remuneration and Indemnification**

MEC members shall be entitled to be repaid and indemnified:

- (a) In accordance with Attachment 'B' to the ECRA Terms of Reference, against expenses necessarily incurred by them in the performance of their duties and MEC members, with the exception of those members who are employees of ESA, may be paid such honorarium for their services as is authorized from time to time by the Board of Directors of ESA.
- (b) In accordance with the attached Policy (Appendix II), the ESA will indemnify and hold harmless committee members for work performed in the course of their duties as a member provided such work was performed in good faith.

## Attachment 'B'



October, 2012

### **Support Provided by ESA to its Advisory Councils**

The Electrical Safety Authority provides the following support and administration to ensure the effective functioning of its stakeholder advisory councils.

### **Meeting Logistics**

ESA staff will:

- send meeting appointments to members
- secure appropriate meeting space
- arrange for appropriate refreshments
- for each meeting, ESA staff will distribute:
  - meeting agenda
  - action items list (where applicable)
  - draft minutes from prior materials
  - Council member expense claim forms
  - any pre-read material required
- ESA staff will take the minutes of the meeting; draft minutes will be reviewed by the ESA staff and the Council Chair and/or Vice Chair
- Maintain copies of all these Council materials
- Post approved minutes of meetings on the ESA web site

### **Council Member Expenses**

ESA will reimburse Council members for reasonable and relevant expenses:

- Reasonable travel expenses can also be claimed – detailed receipts for all meals are required and no alcohol is permitted to be expensed to ESA.
- Council members are entitled to claim a \$250 honorarium per meeting. The Council Chair is entitled to claim \$500 per meeting.
- Meeting fees can be paid by ESA to either an individual or a business.
  - If Payments Are Made to a Business:
    - 1) Payment for both travel expenses and meeting fees will be made via the current expense claim process.
    - 2) Businesses are responsible for any tax obligations.
  - If Payments Are Made to an Individual:
    - 1) Meeting fees will be paid to individuals quarterly through our payroll system. The payments are made on the 15th of the month every quarter (March, June, September and December).
    - 2) Travel expenses will be paid through our accounts payable department.

- 3) Individuals must complete a TD1 form to initiate the payroll process and source deductions may apply.
  - 4) A T4A will be issued to individuals annually.
- As of January 1, 2012 the CPP contribution rules changed as per the Canada Revenue Agency:
    - Under the new rules, an individual who works and receives a CPP retirement pension will now have to contribute to the CPP if he or she is:
      - 60 to 65 years of age;
      - 65 to 70 years of age, **unless** you have filed an election to **stop paying CPP contributions** (the election takes effect on the first day of the month following the month you provide the Pay Services Department with a completed and signed election form;
      - 65 to 70 years of age, if you revoked your election to stop paying CPP contributions in 2013 or later.

### **Liability**

- ESA commits not to hold Councils, Committees or Panels liable for advice or recommendations, as detailed in the ESA's liability policy

### **Third Party Consultants**

- Occasionally, it may be helpful for a third party consultant to be contracted to work on a specific project or assignment in support of the work of the Council.
- While ESA will work closely with the Council to ensure the appropriate resource is retained and that Council members have comfort with the supplier, the consultant work contract will be established between ESA and the consultant. ESA will retain final approval on contracts, pricing, etc.
- The costs of the consultants will be paid by ESA and accounted for as part of indirect costs related to the line of business which the Council supports.



## APPENDIX II

### Electrical Safety Authority Corporate Policy

#### POLICY STATEMENT ON LIABILITY

WHEREAS it is in the interests of the Electrical Safety Authority (“ESA”) to receive advice and comment on technical and policy matters within its jurisdiction, from those persons affected by regulations and other matters under section 113 of the *Electricity Act, 1998*.

AND WHEREAS it is in the interest of those affected to provide ESA with advice and feedback on matters concerning regulations and other matters under section 113 of the *Electricity Act, 1998*.

NOW THEREFORE ESA recognizes that:

- The Council, Committees and Panels act in a strictly advisory capacity to ESA. Although ESA is committed to considering, and where appropriate, acting on the recommendations and advice of the Council, Committees and Panels, each respectively is not responsible for ESA’s adoption and implementation of such advice or recommendations. Membership on the Council, Committees and Panels is voluntary and they do not perform any statutory function or duty.
- Although the Council, Committees and Panels will endeavour to provide the best possible advice to ESA, the Council, Committees and Panels do not warrant the accuracy, value or usefulness of the advice provided, notwithstanding that ESA may rely on such advice and such reliance may give rise to liability on behalf of ESA.

Accordingly ESA states that;

- ESA will not hold the Council, Committees and Panels or their members liable for any advice or recommendation provided, notwithstanding that such advice or recommendation or ESA reliance on such advice or recommendation may result in liability being imposed on ESA.
- ESA will indemnify and hold harmless any Council, Committee and Panel Member for work performed in the course of their duties as a member provided such work was performed in good faith.

- ESA has no legal relationship with the Council, Committees and Panels or their respective members other than that outlined in this policy.
- ESA does not authorize or permit any Council, Committee or Panel to act beyond providing advice or recommendations to ESA in accordance with its mandate as identified in its respective Terms of Reference.

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General Counsel  
Electrical Safety Authority