THIS AGREEMENT made and entered into this 1st day of May 2025. BETWEEN:

THE ELECTRICAL CONTRACTORS ASSOCIATION OF CENTRAL ONTARIO by and on behalf of its Member Contractors ("the Contractors")

("the Association") -

and -

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 804

("the Union")

## RESIDENTIAL COLLECTIVE AGREEMENT

## **SECTION 1 - PURPOSE OF THE AGREEMENT**

This Residential Collective Agreement has been made and negotiated by the Association and the Union and is intended to establish a union presence in the residential sector of the construction industry in the Union's geographic jurisdiction, namely, the Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of Dufferin County laying east of Hwy #10 and south of Hwy #9 and in that portion of Halton Region north of Hwy 401 in the Province of Ontario ("the Union's geographic jurisdiction").

## **SECTION 2 - DURATION OF THE AGREEMENT**

### 200 DURATION

This Agreement shall become effective on May 1, 2025 and will expire on April 30, 2028 and shall continue in force from year to year thereafter unless either party gives notice of its desire to amend this Agreement not more than 90 days and not less than 30 days prior to the expiry thereof or in a like period in any year thereafter.

## **SECTION 3 - SCOPE OF WORK**

## 300 RESIDENTIAL WORK

This Agreement shall pertain to the residential sector of the construction industry in the Union's geographic jurisdiction.

## 301 LOW RISE RESIDENTIAL CONSTRUCTION

In this Agreement, Low Rise Residential Construction refers to the following:

- New homes of any size or type;
- Single family, multiple family or in developments, townhouses, row houses and prefabricated houses of all types (all of which may be wood, metal stud, block, concrete or plastic construction) that are 4 stories or under;
- Repairs and rewiring in existing homes; and
- Service work on all of the above.

## 302 HIGH RISE RESIDENTIAL CONSTRUCTIONS

In this Agreement, all residential construction that is not "Low Rise Residential Construction" as defined in section 301 is "High Rise Residential Construction".

#### 303 DEEMING – MIXED USE

Where a mixed use project includes residential space that makes up more than 60% of the square footage of the project as of the tender date and where the Contractor successfully bids on the entire project, including the non-residential space, the entire project will be deemed to be a High Rise Residential Construction project. "Non-residential space" includes common room lobbies, mechanical rooms, and parking garages.

#### **SECTION 4 - MANAGEMENT RIGHTS**

#### 400 RIGHT TO MANAGE

Subject to the terms of this Agreement, the Union acknowledges the right of an individual Contractor to manage the business in which it is engaged and to direct the working forces, to discharge or discipline employees only for just cause.

#### 401 REGULATIONS

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

The Union shall receive a copy of any rules or regulations made by the Contractor.

#### 402 SUBCONTRACT

The Union recognizes the Contractor's rights to contract or subcontract work to another Contractor who is signatory to the Principal Agreement made and entered into between The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Central Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario and is also signatory to this Agreement.

## 403 LOANING

The Contractor shall not loan workers in their employ to any other Contractor without the written consent of the Union's Business Manager. Subcontracts between employers bound to this Agreement are prohibited if used for the purpose of loaning or transferring workers from one employer to another employer and bypassing the role of the hiring hall.

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

#### 500 UNION RECOGNITION

The Association recognizes the Union as the exclusive bargaining agent for all employees, including pre-apprentices, engaged in electrical construction work in the residential sector of the construction industry in the geographic jurisdiction of Local 804 as described in the Principal Agreement as follows: "The Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of Dufferin County laying east of Hwy # 10 and South of Hwy # 9 and in that portion of Halton Region north of Hwy 401 in the Province of Ontario."

The Union recognizes the Association as the exclusive bargaining agent for all employers employing members of the International Brotherhood of Electrical

Workers, Local 804 to perform electrical construction work in the residential sector of the construction industry in the geographic jurisdiction of Local 804 as described in the Principal Agreement as follows: "The Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of Dufferin County laying east of Hwy # 10 and South of Hwy # 9 and in that portion of Halton Region north of Hwy 401 in the Province of Ontario."

#### 501 UNION ACCESS

The Business Manager of the Union and/or their identified Representative shall be allowed access to any job or shop where workers are employed provided they shall first report to the Job Foreperson or Superintendent.

## 502 **SUBCONTRACTING**

The Employer shall not directly or indirectly contract, subcontract, or sublet any work under the jurisdiction of this Agreement to any other Employer or Employee who is not a Party to this Agreement nor require any Employee to work on a piecework basis.

#### 503 SHOP STEWARD

For High Rise Residential Construction, see Schedule A to this Agreement.

For Low Rise Residential Construction, see Schedule B to this Agreement.

## 504 PREFABBING

The Employer agrees that cutting, threading and bending of all conduit except for catalogued items and the fabrication of all brackets and supports, except for catalogued items, shall be performed by workers under the terms of an IBEW agreement.

The scope of work shall also include, but not be restricted to the following;

- temporary services
- temporary wiring & lighting
- pre-assembly of service masts & entrances, fixtures, boxes and wiring runs or harnesses
- All finishing, such as the installation of covers, plates, detectors and lamping

## **SECTION 6 - EMPLOYEE DESIGNATION**

## 600 GENERAL FOREPERSON

When more than one (1) Foreperson is required on a job, one (1) shall be designated as General Foreperson. The General Foreperson base rate of pay will be one-hundred-eighteen (118%) of the Journeyperson base rate. A General Foreperson may perform the regular work of a Journeyperson, but shall not supervise more than twelve (12) employees.

## 601 FOREPERSON

On all jobs requiring five (5) or more employees one (1) certified Journeyperson shall be designated Foreperson by the Employer. The Foreperson base rate of pay will be one-hundred-twelve (112%) of the Journeyperson base rate. A Foreperson may perform the regular work of a Journeyperson, but shall not supervise more than twelve (12) employees. On jobs requiring a Foreperson, Employees are not to take directions from or accept the layout of any job, from anyone except their immediate Foreperson.

#### 602 SUB-FOREPERSON

On jobs that require four (4) or less employees, one (1) may be designated as the Sub-Foreperson by the Employer. The Sub-Foreperson base rate of pay will be one-hundred-ten (110%) of the Journeyperson base rate. A Sub-Foreperson may perform the regular work of a Journeyperson. A Sub-Foreperson cannot be assigned to any job requiring a Foreperson as per clause 601.

## 603 JOURNEYPERSON

Journeypersons must be capable of performing work in an efficient and professional manner as defined under the *Skilled Trades Ontario* or successor legislation.

Workers shall install all electrical work in a safe and workmanship like manner in accordance with all applicable codes and manufacturer specifications.

#### 604 APPRENTICES

All apprentices shall be registered with the Joint Apprenticeship Training Committee and shall be governed in accordance with the rules and regulations of the Joint Apprenticeship Training Committee and this Agreement.

All apprentices must work under the direction of a journeyperson.

#### 605 PRE-APPRENTICES

No pre-apprentice may commence employment unless cleared by the Local Union Office.

All new applicants for apprenticeship must serve a probationary period as defined by the Memorandum of Understanding between the ECACO, IBEW Local 804 and the JATC.

The pre-apprentice shall carry out all the duties similar to an indentured apprentice to permit a proper evaluation of their suitability to proceed into an indentured apprenticeship. All hours worked by the pre-apprentice during the probationary period will be counted towards their apprenticeship.

Every employer will be eligible to employ one pre-apprentice and one additional preapprentice for every five (5) journeyperson employed.

## **SECTION 7 - HIRING PROCEDURE**

### 700 HIRING

The Employer agrees to hire and employ only members of the Union for the performance of all electrical work. All hiring will be done through the Local Union office and no one will be employed unless they are in possession of a clearance card from the Local Union office. On request, the Local Union Office will provide clearance cards in digital format via e-mail and possession of a clearance card in digital format complies with this clause. Employees shall be classified in accordance with their employment; that is, if they are employed on residential construction work they shall work under the terms of this Agreement. Employees classified as residential shall only work under this Agreement. The Employer agrees to employment priority for the Union's residential members. A list of residential members will be available to the Employer. Employees employed on non-residential work under the Principal Agreement may be transferred, upon the consent of such employees, to perform residential work under this Agreement.

#### 701 WORKING CARDS

If the Union is unable to provide the Employer with certified Union workers within three (3) working days of the time the Union office receives the request for workers (except Saturdays, Sundays and Holidays) the Employer shall be afforded the right to employ certified workers as are available. These workers must immediately make application for membership in the Union and the Union will issue working cards to workers hired in these circumstances. Within one (1) year and a favourable review they will be considered for full membership in the Union. The Business Manager has the right to waive the three (3) days grace period if no workers are available.

#### 702 NAME HIRE

The Employer shall have the option to name hire 50% of all workers so long as they are members of the Union and have been issued a clearance card from the Union office. The Business Manager shall have the option to permit higher percentages for name-hires. Any member that voluntarily terminates their employment will not be eligible for name hire employment with another Employer for a period of four (4) calendar weeks.

## 703 <u>EMPLOYMENT PRIORITY</u>

In all cases of layoff, Local 804 members registered on its Residential List will retain priority.

#### **SECTION 8 - HOURS OF WORK**

#### 800 REGULAR HOURS

For Regulars Hours in High Rise Residential Construction, see Schedule A to this Agreement.

For Regulars Hours in Low Rise Residential Construction, see Schedule B to this Agreement.

## 801 START TIME ADJUSTMENT

See Schedule A to this Agreement.

#### 802 WORK BREAKS

Work breaks shall be a paid fifteen (15) minutes and shall be taken at mid-morning and mid-afternoon. These work breaks shall also apply to all overtime and shift work.

Lunch shall be a ½ hour unpaid break between the hours of 11:00 a.m. and 1:00 p.m.

When overtime is required there will be a paid ten (10) minute break at the end of the normal work day and a ½ hour unpaid break after the first two (2) hours of overtime is worked when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked the employee shall receive a ½ hour unpaid break when overtime is required beyond that four (4) hour period plus a paid ten (10) minute break between the two ½ hour breaks.

## 803 OVERTIME

For Overtime in High Rise Residential Construction, see Schedule A to this Agreement.

For Overtime in Low Rise Residential Construction, see Schedule B to this Agreement.

## 804 REPORTING TIME

If Employees are required by the Employer to report for work and if no work is available they shall receive three (3) hours pay at the regular hourly rate.

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

## 805 SHIFTS

Any Employee required to work shift hours other than regular working hours defined in Sections 800, and 801 between 12:01 a.m. Monday and midnight Friday, shall receive an additional fifteen percent (15%) in addition to the regular rate. In calculating overtime pay on shift work for each overtime hour worked, there will be no pyramid of shift premiums.

The Local Union Business Manager must be notified in writing three (3) working days prior to any shift work commencing.

No Employee shall be permitted to work on more than one (1) shift in twenty-four (24) hours from 7:00 a.m. to 6:59 a.m. unless two (2) times the straight time total monetary wage package is paid. Employees shall have a minimum ten (10) hours' time off from work when changing shifts. Where two (2) or more shifts are established on a project, then the afternoon and night shifts shall not be for less than five (5) consecutive calendar days except when a statutory holiday occurs during the shift, or with the agreement of the Business manager of the Local Union and the Employer. When a holiday occurs during the shift and the employees do not work, the shift will be extended by the number of unworked holidays. Double the regular rate of pay shall be paid for each shift day worked if the shift is terminated prior to five (5) days having been worked. For clarity, if an employee quits or is terminated for cause prior to working five (5) calendar days they will be compensated as if the shift has been established.

An Employer may work a reduced shift work week, when it is mutually agreeable to the Employer and the Union.

## 806 CLEAN UP

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

#### **SECTION 9 - STATUTORY HOLIDAYS AND LEAVES**

#### 900 STATUTORY HOLIDAYS

Statutory holidays to be observed are as follows: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Christmas Day and Boxing Day. The parties also agree to recognize and observe any other new holidays proclaimed by Federal or Provincial Government.

Holiday	2025	2026	2027	2028	
New Year's Day	Sat. Jan. 1/25	Thur. Jan. 1/26	Fri. Jan. 1/27	Mon. Jan. 3/28	
Family Day	Mon. Feb. 17/25	Mon. Feb. 16/26	Mon. Feb. 15/27	Mon. Feb. 21/28	
Good Friday	Fri. Apr.18/25	Fri. Apr. 3/26	Fri. Mar. 26/27	Fri. Apr. 14/28	
Victoria Day	Mon. May 19/25	Mon. May 18/26	Mon. May 24/27	Mon. May 22/28	

Page 10 of 35

Holiday	2025	2026	2027	2028	
Canada Day	Tue. Jul. 1/25	Wed. Jul. 1/26	Thur. Jul. 1/27	Sat. Jul. 1/28	
Civic Day	Mon. Aug. 4/25	Mon. Aug. 3/26	Mon. Aug. 2/27	Mon. Aug. 7/28	
Labour Day	Mon. Sep. 1/25	Mon. Sep. 7/26	Mon. Sep. 6/27	Mon. Sep. 4/28	
National Day of Truth & Reconciliation	Tue. Sept. 30/25	Wed. Sept. 30/26	Thur. Sept. 30/27	Sat. Sept. 30/28	
Thanksgiving Day	Mon. Oct. 13/25	Mon. Oct. 12/26	Mon. Oct. 11/27	Mon. Oct. 9/28	
Christmas Day	Thurs. Dec. 25/25	Fri. Dec. 25/26	Sat. Dec. 25/27	Mon. Dec. 25/28	
Boxing Day	Fri. Dec. 26/25	Sat. Dec. 26/26	Sun. Dec. 26/27	Tue. Dec. 26/28	

If a statutory holiday falls on a Saturday or Sunday, the closest following work day will be observed. When working supplementary to an Owner's Workforce or on the property of an occupied premises, and when a Statutory Holiday is celebrated by that Owner's Workforce on a day other than designated herein, then the holiday will be observed on the same day as celebrated by the Owner's Workforce.

## 901 BEREAVEMENT LEAVE

When death occurs in an Employee's immediate/current family, i.e. Spouse, Mother, Father, Brother, Sister, Child, Step-Parents, Step-Children, or Mother or Father of an Employee's spouse, an Employee will be paid \$250 per day by the Employer for the first three normally scheduled working days (excluding Saturdays, Sundays and Holidays) from the date of death up to and including the day of the funeral.

An Employee will be paid \$250 for one day to attend the funeral of a Grandparent.

A copy of the Obituary Notice or Funeral Director's Statement must be provided to the Employer.

#### 902 JURY DUTY

An Employee who incurs lost wages as a result of: attending for jury selection pursuant to a summons; serving as a juror; serving as a witness pursuant to a

subpoena or summons where the Employee is not party to the proceedings, will be paid \$250 by the Employer for each day of lost wages to a maximum of ten days. The Employee must provide to the Employer satisfactory proof of attendance from the appropriate court/legal institution stating the dates and the purpose of attendance.

## 903 BILL 162 – INJURED WORKERS

Any member having suffered a loss-of-time accident who is being covered through the Workplace Safety and Insurance Board will have premium costs made on their behalf to the Health and Welfare fund, and regular contributions to the Pension fund for a period of twelve (12) months following the date of injury or up to the date they are no longer receiving Workplace Safety & Insurance Board benefits.

## 904 PARENTAL LEAVE

An Employee exercising their parental leave entitlement under the Employment Standards Act will, for the duration of the leave, have premium costs paid on their behalf by the Employer to the Health and Welfare Fund and will also have regular contributions to the Pension fund made on their behalf by the Employer.

#### SECTION 10 - WAGES AND PAYMENT METHOD

## 1000 REGULAR PAY

The Employer shall pay the hourly wage package, including base rates, contributions and deductions for all journeypersons, forepersons, general forepersons, apprentices and pre-apprentices employed under this Agreement, as set out in the attached wage schedules.

The wage schedule for High Rise Construction is in Schedule A to this Agreement.

The wage schedule for Low Rise Construction is in Schedule B to this Agreement.

#### **1001 PAY WEEK**

The pay week shall commence on Sunday at 12:01 a.m. and end at Saturday midnight.

Wages shall be paid weekly at or before quitting time by cheque or direct deposit to the Employee's bank account by Thursday or cash on Friday and no more than one (1) week's wages may be withheld at any time. This direct deposit option is voluntary to the Employee and Employer. Running totals on Gross Wages, CPP, Income Tax and El contributions shall be reported on the pay stubs at the

Employer's option. When a holiday falls on a pay day these days shall be moved ahead by one (1) day.

Each Employee shall be given a pay stub weekly containing a detailed record of their earnings all in accordance with federal and provincial regulations. If requested by the Employee, the Employer will assist the Employee in creating an email account for this purpose at no cost to the Employee. An Employee may request a paper copy of the pay stub to also be mailed or hand delivered to them within five (5) business days.

## 1002 LAYOFF

Employees being laid off shall receive their final pay upon notification of layoff. Where employees receive their wages by direct deposit, the Employer shall ensure that the final pay is withdrawn from the employers financial institution (bank account) on the day notification was given.

Should the employee be required to return Contractor tools or equipment they shall be allotted sufficient time to do so at the Contractor's expense prior to being laid off.

On layoffs which occur outside of regular working hours, the employee's wages shall be mailed the first regular work day following the layoff via Xpresspost to the last address on record with the Contractor. In the event of a strike or lock-out at Canada Post, a reputable courier service that provides tracking information to the shipper and receiver may be used instead of Xpresspost. Where employees receive their wages by direct deposit, the Contractor shall ensure that the final pay is withdrawn from the Contractors financial institution (bank account) on the first regular work day after notification was given.

The Contractor will submit the Record of Employment to Service Canada electronically in conformance with Service Canada regulations and no later than the first regular business day after the layoff. An Employee may request a paper copy of the ROE to also be mailed or hand delivered to them within five (5) business days.

#### 1003 DISCHARGE/QUITTING

If an employee voluntarily terminates their employment or is discharged for just cause, section 1002 shall not apply. In this case the Contractor shall issue by Xpresspost the employee's record of employment and final pay within five (5) regular work days to the last address on record with the Contractor. In the event of a strike or lock-out at Canada Post, a reputable courier service that provides tracking information to the shipper and receiver may be used instead of Xpresspost.

### 1004 PENALTIES

Failure of the Contractor to comply with the requirements of sections 1001, 1002 or 1003 will entitle the employee to one (1) hours' pay for each regular work day of non-compliance up to a maximum of 30 hours.

## 1005 VACATION AND STATUTORY HOLIDAY PAY

Vacation and Statutory Holiday pay shall be at the rate of ten (10) percent of the hourly earnings and shall be paid weekly together with the wages as stipulated by this Collective Agreement.

All employees shall be entitled to schedule vacation time in accordance with their employer's vacation scheduling policies, if any, or the *Employment Standards Act*.

# 1006 <u>HEALTH & WELFARE, PENSION, EDUCATION FUND, RECREATION FUND, INDUSTRY FUND, STAB. FUND AND CHECK- OFF DUES</u>

- (a) Contractor's contribution for Health & Welfare Plan shall be \$3.80 per hour on May 1, 2025. (\$4.00/hour, May 1<sup>st</sup> 2026, \$4.20/hour May 1<sup>st</sup>, 2027)
- (b) The agreed upon payments shall be directed to the Welfare Fund as may be provided by the Trust Agreement.
- (c) Welfare payments are required for all Employees employed under the conditions and jurisdiction of the Union.
- (d) At the same time, each Contractor will make contributions to the Electrical Contractors Association of Central Ontario, which shall be paid through the same Administrator. The hourly contributions are set out in the wage schedules included in Schedule A and Schedule B to this Agreement.

- (e) All contributions to this industry fund shall be used exclusively for the benefit, promotion and expansion of the Electrical Industry and shall be paid to and administered by the Executive Committee of the Electrical Contractors Association of Central Ontario.
- (f) Each Contractor shall remit contributions and reports to the Administrator by the fifteenth (15th) day of the month, following the month worked. Every Contractor who has not made payments on or before the twentieth (20th) day of the month, following the month worked, shall be subject to a two percent (2%) penalty per month for each month late, applied to the unpaid balance until all delinquencies and penalties are paid.
- (g) The Welfare Fund shall be controlled by a Board of Trustees who shall be appointed in the manner described in the Trust Document that has been jointly agreed to between the Union and the Association.
- (h) Should any Government legislation, whether Federal or Provincial be instituted at any time during the term of this Collective Agreement, which affects any Fringe Benefits in any manner, both the Union and the Contractor agree to re-negotiate that part of the contract as it affects the monies and Fringe Benefits for the purpose of redistribution of said benefits, provided no additional monies are required of the Contractor.
- (i) It is understood and agreed by the signatories of this Agreement, that should Local 804 wish to implement a new Fringe Benefit(s), that the Contractor will change the contributions for the existing Fringe Benefit(s) as required to finance such plan(s) provided that no additional monies over and above the agreed upon monetary package will be required from the Contractors. It should be noted that, while the intent is clear and agreed to, proper contractual language should be obtained from the current Welfare Plan Administrators.

## (j) PENSIONS

The Contractor shall contribute to the IBEW Local 804 Employee Pension Trust Fund on behalf of each Employee covered by this Collective Agreement the amount of fifteen (15%) percent of the regular rate for each hour earned by each Employee covered by this Collective Agreement which shall be allocated to the Defined Benefit Fund.

If the Pension Trust is prohibited by law or by the terms of the Pension Plan from accepting any contributions to the IBEW Local 804 Trust Fund required by the terms of this Agreement on account of Employees that are in receipt of a monthly pension from the Pension Fund, such contributions shall be paid by the Employer to the Welfare Trust.

- (k) Contributions shall be remitted to the Pension Fund bank by the (15th) fifteenth day of the month following the month in which they were earned.
- (I) The Pension Fund shall be controlled by a Board of Trustees who shall be appointed in the manner described in the Trust Document that has been iointly agreed to between the Union and the Association.

## (m) **EDUCATION FUND**

In the same manner as the above Union Benefits and on the same form, the Contractor shall remit three-quarters of one percent (0.75%) of the hourly base rate per hour earned to the Administrator who will in turn remit all monies to the Local 804 Education Fund.

These monies shall be directed to the Education Fund as provided for in the Trust Agreement. The Education fund shall be controlled by the Central Ontario Joint Apprenticeship and Training Committee Board of Trustees as outlined in the Trust Document.

## (n) **RECREATION / RETIREE FUND**

In the same manner as the above Union Benefits and on the same form, the Contractor shall remit one half of one percent (0.5%) of the hourly base rate per hour earned to the Administrator who will in turn remit 70% of these contributions to the Recreation Fund and 30% of the contributions will be allocated to the Retiree Fund.

## (o) STABILIZATION

In the same manner as the above Union Benefits and on the same form the Contractor shall remit seven percent (7.0%) of the hourly base rate for each hour earned to the Administrator who will, in turn, remit all monies to the Local 804's Stabilization Fund.

## (p) TRAINING FACILITY FUND

In the same manner as the above Union Benefits and on the same form the Contractor shall remit one and one-half percent (1.5%) of the hourly base rate for each hour earned to the Administrator who will, in turn, remit all monies to the Local 804's Training Facility Fund.

## (q) DENOVO TREATMENT CENTER

In the same manner as the above Union Benefits and on the same form the contractor shall remit two cents (\$0.02) for each hour earned to the Administrator who will, in turn, remit all monies to the Denovo treatment center. For clarity, one cent (\$0.01) has been contributed by the Union as an allocation from their wage package settlement and one cent (\$0.01) has been contributed by the Association in addition to the wage package settlement.

## (r) CHECK- OFF DUES

There shall be a Local 804 Union Dues Check-off at the rate of two percent (2%) of the hourly base rate for all Employees working under the terms of this Agreement.

The monies Indicated in paragraph (r) shall be deducted weekly and submitted monthly for all Employees working under the terms of this Agreement, and submitted to the same Administrator but will be recorded as a separate sum by the fifteenth (15th) day of the month following the month worked and shall be paid by cheque or money order, in total amount, and accompanied with a complete list of the Employees' names and hours paid, and the amount submitted. This amount shall be submitted to the Financial Secretary, Local 804, from the Administrator. The penalty provision in Clause 1006 (f) will also apply to delinquent payments of Local 804 dues check-off.

#### (s) **OWNER OPERATORS**

Owner/Operators who are signatory to this Agreement and who perform bargaining unit work shall contribute on their own behalf in the manner described in Clause 1006 at the Journeyperson classification.

## (t) <u>DELINQUENT EMPLOYERS</u>

An Employer, who on two or more occasions in the past twelve (12) months, has failed to remit the required payment(s) by the fifteenth (15th) day of the month following the original remittance date, shall be deemed to be a persistently delinquent employer ("Persistently Delinquent Employer").

It is agreed that a Persistently Delinquent Employer, in addition to paying any outstanding payments and penalties forthwith, shall be required, upon ten days written notice by the Administrator, to post a bond or cash equivalent with the Administrator in the amount of two times their last month's paid remittance (the "Required Amount").

The Administrator shall have the right to apply the bond or cash equivalent to any outstanding payments and penalties and to require the Persistently Delinquent Employer to replenish the bond or cash equivalent to the Required Amount. This bonding requirement applies to a Persistently Delinquent Employer in addition to and notwithstanding any other remedy available against a Persistently Delinquent Employer under the Principal Agreement or otherwise. A Persistently Delinquent Employer who, having posted the required bond or cash equivalent, remits the required

payment(s) each month as and when due for a period of twelve (12) consecutive months or more shall cease to be a Persistently Delinquent Employer and the bond shall be relinquished or the cash equivalent returned to the Employer.

The Employees of a Persistently Delinquent Employer, who has not posted and maintained the required bond or cash equivalent as required, shall be notified by the Administrator of the circumstances and be informed that, if the required bond or cash equivalent is not posted or maintained by their Employer immediately, they will be at risk of losing their benefit entitlements under the Plan.

In the event that the Administrator receives a cash equivalent rather than a bond from the Persistently Delinquent Employer, the Administrator shall deposit the cash into a separate interest-bearing account with a chartered bank, trust company or credit union and the interest on those funds shall be added to and form part of the Required Amount to be held by the

Administrator.

In the event of the insolvency or bankruptcy of the Persistently Delinquent Employer, the bond or cash equivalent held by the Administrator shall be deemed to have been held in trust on account of the required payments, paid in advance for Employees of the Persistently Delinquent Employer who, at the date of the insolvency or bankruptcy, have performed work or services for the Persistently Delinquent Employer for which the Administrator has not received any of the required payments and the Administrator shall be entitled to apply the bond or cash equivalent to any outstanding payments.

## (u) PAID LEAVE FUND

In the same manner as the above Union Benefits and on the same form, the Contractor shall remit two cents (\$0.02) per hour paid each month to the Administrator to fund a pooled reserve to cover the benefits listed in 901, 902, 903 and 904.

## **SECTION 11 - TRAVEL AND SUBSISTENCE ALLOWANCES**

#### 1100 TRAVEL ALLOWANCE

A forty (40) kilometer radius of the Waterloo-Wellington Airport Tower shall be known as a travel-free zone. Any work outside this defined area shall be paid at the rate of \$0.62 (\$0.64 May 1, 2026, \$0.66 May 1, 2027) per road kilometer and is to be calculated from the perimeter of the travel-free zone to and from the job to a maximum of 70 road kilometers from the perimeter of the free zone, per day reported to work.

#### 1101 PERSONAL VEHICLE USAGE

Employees requested to use their cars for the convenience of the Contractor shall be reimbursed at the rate of \$0.62 (\$0.64 May 1, 2026, \$0.66 May 1, 2027) per kilometer, and shall also be reimbursed for parking fees paid out during such periods. In addition to the Employee's tools, the amount of materials and equipment carried in the Employee's car shall be limited to what can be carried in a normal size tool hand box.

## 1102 PARKING

Where parking is not provided on a jobsite, the Contractor shall cover parking fees. The Contractor will provide parking on or near the construction site. If no parking is available on or near the site, the Contractor and the Business Manager will negotiate reasonable compensation. If the Contractor cannot provide vehicle parking, the Employee shall be paid up to \$21.00 per day upon presentation of a validated parking receipt. Each site is to be treated on its own specific merit. Where reasonable and agreeable, the Contractor may provide a transit pass in lieu of parking.

## **SECTION 12 - TOOLS**

For High Rise Residential Construction, see Schedule A to this Agreement.

For Low Rise Residential Construction, see Schedule B to this Agreement.

### **SECTION 13 - GRIEVANCE PROCEDURE**

#### 1300 GRIEVANCE PROCEDURE

Any grievance arising from the interpretation, application, administration or alleged violation of the Agreement shall be dealt with in the following manner.

## STEP 1:

The aggrieved employee or the accredited Union Representative shall present the grievance verbally to the Foreperson or Supervisor within five (5) working days of the time they became aware or reasonably should have become aware of the incident giving rise to the grievance. The Foreperson or Supervisor shall reply verbally to the grievance within one (1) working day. In the event the grievance is not settled at this step, the grievance shall proceed to step 2.

#### STEP 2:

The Union shall submit the grievance in writing to the designated Contractor representative. Within two (2) working days of receipt of the grievance at Step 2, the designated Contractor representative shall meet with the Union representative in an effort to resolve the grievance. If the grievance is not satisfactorily resolved at this step, the grievance shall be submitted to the Joint Conference Board for settlement.

#### STEP 3:

The Joint Conference Board shall meet with the Union and the Contractor representative at the JCB's earliest convenience and shall render a decision as early as possible. Failure to effect an agreeable resolution shall result in the grievance being referred to the Ontario Labour Relations Board or a mutually agreed upon Arbitrator for a final and binding decision.

#### 1301 ARBITRATION

Differences between the Parties not dealt with by the foregoing provision may be referred to arbitration pursuant to Section 48 of the OLRA.

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

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision or to give any decision inconsistent with the terms and conditions of this Agreement.

#### **SECTION 14 - SAFETY**

#### 1400 GENERAL

The Contractor and every employee shall comply fully with the provisions of the Occupational Health and Safety Act and Regulations thereto and all such legislation as it pertains to accident prevention and safe sanitary working practices.

## 1401 SAFETY

Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety shoes. When a Contractor wishes an employee

to wear a specially identified safety helmet, the Contractor shall provide it on loan, complete with a new liner.

Additional personal safety equipment that the employee under normal circumstances would not be expected to supply and as may be required by the Contractor's client or customer will be supplied by the Contractor on loan to the employee.

Approved safety tags and locks must be provided by the Company for isolating purposes for safety reasons.

## 1402 RAIN GEAR

Rainwear shall be supplied by the Contractor in wet conditions and muddy conditions. Rainwear includes rubber boots when warranted.

## **1403 SAFETY MEETINGS**

Job safety meetings shall be held regularly at the job site. Subject and attendance will be recorded and meeting minutes will be taken and posted.

## 1404 DRINKING WATER

The Contractor will be responsible for providing cool fresh drinking water on all jobs. If potable drinking water is not readily accessible at the jobsite, the Contractor shall provide bottled drinking water.

#### 1405 ACCIDENTS

- A. If an Employee meets with an accident after starting work and such accident prevents them from carrying out their duties, they shall be paid for the balance of their shift and the Employer shall supply suitable transportation to a hospital or doctor and then to their place of residence, if it is an accident covered by the Workplace Safety & Insurance Board.
- B. All accidents regardless of severity shall be reported promptly to the Employer's Office. When a serious or fatal accident occurs within the jurisdiction of the Union and a member is involved in said accident, the Union Office and the Steward will be notified immediately and the Employer will co-operate with the Union Business Manager in conducting an independent investigation.

Copies of WSIB Form 7 Employers Report of Injury/Disease shall be mailed to the Local Union Office and to the worker upon their request.

## SECTION 15 - MARKET RECOVERY PROGRAM

## 1500 MARKET RECOVERY PROGRAM

Where, on a particular project or within a geographic area of the Union's jurisdiction, work covered by this Agreement is not currently being done or is not likely to be done by electrical contractors under this Agreement, or where any provision of this Agreement works a hardship, the Union and the Association may reach a Memorandum of Local Amendment, in writing, to amend any provision of this Agreement for a particular project or geographic area.

The Business Manager shall have exclusive discretion to decide whether or not to enter into a Memorandum of Local Amendment.

Any Memorandum of Local Amendment, in writing, shall amend any provisions of this Agreement, as necessary from time to time. Any Memorandum of Local Amendment shall expire in accordance with its terms or on the expiry date of this Agreement, whichever occurs first, at which time the operative provisions of this Agreement shall be as originally agreed without amendment or exemption.

The terms of any Memorandum of Local Amendment shall be equally applicable to all Employers who are signatory to this Agreement, but it shall be the responsibility of each Employer to enquire whether or not a Memorandum of Local Amendment applies to a particular project or geographic are of the Union's jurisdiction.

There shall be no recourse against the Union or the Business Manager who decides for any reason not to enter into a Memorandum of Local Amendment.

## SECTION 16 - JOURNEYPERSON TO APPRENTICESHIP RATIO

## 1600 JOURNEYPERSON TO APPRENTICESHIP RATIO

1601 The parties acknowledge their mutual commitment to retaining and promoting skilled journeypersons in order to (i) maintain safe and professional work practices, (ii) provide training and mentorship to apprentices, (iii) create a viable career path for future journeypersons in the trade, and (iv) maintain the

integrity of the trade and the value of a licence. Accordingly, the parties agree as follows;

- The number of apprentices who may be employed in relation to the number of journeypersons employed by a Contractor shall not exceed one apprentice for each journeyperson consistent with the current legislated requirement.
- 1603 The parties agree that the Contractor will observe the ratio described in clause 16.02 even if the legislated requirement is changed so as to permit a contractor to exceed the current one apprentice to one journeyperson ratio.
- 1604 The parties further agree that if the legislated requirement is changed so as to reduce the number of apprentices who may be employed in relation to the number of journeypersons employed by a Contractor that legislated requirement will be observed by the Contractor instead of the current requirement described in clause 1602

Number of Employees	Journeypersons	Apprentices
1	1	0
2	1	1
3	2	1
4	2	2
5	3	2
6	3	3
7	4	3
8	4	4
9	5	4
10	5	5
11	6	5
12	6	6

## **SECTION 17 - TRAINING REQUIREMENTS**

### 1700 MEMBER DISPATCH REQUIREMENTS

IBEW Local 804 will endeavor to clear workers that have the following up to date certificates:

- 309A Certificate of Qualifications or a Registered Training Agreement for Apprentices
- WHMIS 2015\*
- MoL approved Working at Heights\*
- MoL 4-Step Worker Awareness\*
- Elevated Work Platform\*

\*Paid by the Contractor as per the Memorandum of Understanding

Prior to dispatching a member without the required documentation, IBEW Local 804 will advise the Contractor. The Contractor may accept or refuse the dispatch at their discretion. Any Contractor refusing a member for dispatch for this reason will forfeit the right to invoke Clause 701 of this Agreement.

DATED at Kitchener this 25<sup>714</sup> day of \_\_\_\_\_\_, 2025

THE ELECTRICAL CONTRACTORS
ASSOCIATION OF CENTRAL
ONTARIO by and on behalf of its
member Contractors

Print name: Nick Mammoliti

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 804

Print name: Derek Brooks

## SCHEDULE"A"

## **HIGH RISE CONSTRUCTION**

## 503 SHOP STEWARDS

The Business Manager reserves the right to appoint or remove a Steward or Stewards on any job where workers are employed under the terms of this Agreement.

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

The Steward will be responsible for their regularly assigned work on behalf of the Contractor.

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

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

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

The Steward shall not have their employment terminated until as near as possible to the completion of the job, unless with just cause and unless prior notification has been given to the Business Manager.

If it is desired to transfer the Job Steward to another job, such transfer must be approved by the Local Union Business Manager.

## 800 REGULAR HOURS

The regular hours of work will be 40 hours per week, Monday to Friday, up to 10 hours per day commencing no earlier than 7:00 am and ending no later than 5:30 pm, as determined by the Employer, with a ½ hour unpaid meal period at midday.

## 801 START TIMES

Daily start times may be adjusted up to one (1) hour earlier or one (1) hour later with the Local Union Business Manager's written approval.

#### 803 OVERTIME

- a) Subject to section 803 (b), work performed outside the regular hours of work shall be paid at 1½ times the straight time rate.
- b) Work on Sundays and Statutory Holidays shall be paid at double the straight time rate. Work on Saturdays in excess of 10 hours shall be paid at double the straight time rate. Work in excess of 12 hours in a day (Monday to Friday) shall be paid at double the straight time rate.

#### 1000 WAGE SCHEDULE

The wage schedule for High Rise Construction is on Page 30.

### **1200 TOOL LIST**

Apprentices and Journeypersons shall supply themselves with, and be in possession of a complete list of the following tools:

- 1 Utility knife
- 1 Wire stripping knife
- 1 Measuring tape

## Page 27 of 35

- 4 Screwdrivers Robertson (Yellow, Green, Red, Black)
- 3 Screwdrivers Phillips (#1, #2, #3)
- 3 Screwdrivers Standard (Small, Medium, Large)
- 1 9" Linesman pliers
- 1 Diagonal sidecutters
- 1 Longnose pliers
- 1 Pump pliers
- 1 Tool box, bag or crate
- 1 Tool pouch for hand tools and fasteners
- 1 Wire strippers
- 1 Adjustable hacksaw frame
- 1 Hammer
- 1 Torpedo level
- 1 ½" Cold chisel
- 1 1/2" Wood chisel
- 1 Drywall Saw
- 1 GFCI Receptacle tester
- 1 600 Volt non-contact tester
- 1 600 Voltage/Amp tester
- 1 Flashlight
- 1 Set of hex keys metric and imperial
- 1 Set of nut drivers including 1/4" up to 9/16"
- 1 Adjustable wrench
- 1 Cable cutter
- 1 Half-round file

## 1201 CONTRACTOR SUPPLIES

The Contractor shall furnish all other necessary tools or equipment and replace all Drill Bits and Hacksaw Blades as required.

## 1202 TOOL PROTECTION

On high-rise projects, suitable lock-up storage shall be supplied by the Contractor for the Employee's personal tools.

Should an employee's tools as listed herein be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Contractor, the Contractor shall compensate the employee for the value of the tools.

900 J.4 **WAGES & FRINGE BENEFITS - HIGH RISE RESIDENTIAL AGREEMENT** L.U. 804 - CENTRAL ONTARIO

	201001 021111012011					3	
•	Date	Base Rate	VP & SHP*	Union Funds**	Wage Package	ECA *** Fund	Total Package
Journeyman	May 1, 2025	\$ 45.28	\$ 4.53	\$ 15.03	\$ 64.84	\$ 0.38	\$ 65.22
300,110,111	May 1, 2026	\$ 46.83	\$ 4.68	\$ 15.62	\$ 67.13	\$ 0.38	\$ 67.51
	May 1, 2027	\$ 48.44	\$ 4.84	\$ 16.22	\$ 69.50	\$ 0.38	\$ 69.88
Sub-Foreman	May 1, 2025	\$ 49.81	\$ 4.98	\$ 16.16	\$ 70.95	\$ 0.38	\$ 71.33
(110%)	May 1, 2026	\$ 51.51	\$ 5.15	\$ 16.79	\$ 73.45	\$ 0.38	\$ 73.83
(11070)	May 1, 2027	\$ 53.28	\$ 5.33	\$ 17.42	\$ 76.03	\$ 0.38	\$ 76.41
Foreman	May 1, 2025	\$ 50.71	\$ 5.07	\$ 16.38	\$ 72.16	\$ 0.38	\$ 72.54
(112%)	May 1, 2026	\$ 52.45	\$ 5.24	\$ 17.01	\$ 74.70	\$ 0.38	\$ 75.08
(322.10)	May 1, 2027	\$ 54.25	\$ 5.43	\$ 17.66	\$ 77.34	\$ 0.38	\$ 77.72
General Foreman	May 1, 2025	\$ 53.43	\$ 5.34	\$ 17.05	\$ 75.82	\$ 0.38	\$ 76.20
(118%)	May 1, 2026	<b>\$ 55.26</b>	\$ 5.53	\$ 17.71	\$ 78.50	\$ 0.38	\$ 78.88
. ,	May 1, 2027	\$ 57.16	\$ 5.72	\$ 18.38	\$ 81.26	\$ 0.38	\$ 81.64
	A 2025				1 1		
Apprentices	May 1, 2025	\$ 18.11	\$ 1.81	\$ 8.32	\$ 28.24	\$ 0.38	\$ 28.62
40% 1st Period		\$ 22.64	\$ 2.26	\$ 9.43	\$ 34,33	\$ 0.38	\$ 34.71
50% 2nd Period		\$ 27.17	\$ 2.72	\$ 10.56	\$ 40.45	\$ 0.38	\$ 40.83
60% 3rd Period		\$ 31.70	\$ 3.17	\$ 11.68	\$ 46.55	\$ 0.38	\$ 46.93
70% 4th Period		\$ 36.22	\$ 3.62	\$ 12.79	\$ 52.63	\$ 0.38	\$ 53.01
80% 5th Period		\$ 30.ZZ	\$ 3.02	ą 12./5	\$ 52.00	7 0.50	7 55.61
Apprentices	May 1, 2026					1	
40% 1st Period		\$ 18.73	\$ 1.87	<b>\$ 8.6</b> 5	\$ 29.26	\$ 0.38	\$ 29.64
50% 2nd Period		\$ 23.42	\$ 2.34	\$ 9.83	\$ 35.59	\$ 0.38	\$ 35.97
60% 3rd Period		\$ 28.10	\$ 2.81	\$ 10.98	\$ 41.89	\$ 0.38	\$ 42.27
70% 4th Period		\$ 32.78	\$ 3.28	\$ 12.14	\$ 48.20	\$ 0.38	\$ 48.58
80% 5th Period		\$ 37.46	\$ 3.75	\$ 13.30	\$ 54.51	\$ 0.38	\$ 54.89
Apprentices	May 1, 2027						
40% 1st Period		\$ 19.38	\$ 1.94	\$ 9.04	\$ 30.36	\$ 0.38	\$ 30.74
50% 2nd Period		\$ 24.22	\$ 2.42	\$ 10.22	\$ 36.86	\$ 0.38	\$ 37.24
60% 3rd Period		\$ 29.06	\$ 2.91	\$ 11.43	\$ 43.40	\$ 0,38	\$ 43.78
70% 4th Period		\$ 33.91	\$ 3.39	\$ 12.62	\$ 49.92	\$ 0.38	\$ 50.30
80% 5th Period		\$ 38.75	\$ 3.88	\$ 13.81	\$ 56.44	\$ 0.38	\$ 56.82

<sup>\*</sup> Vacation Pay & Statutory Holiday Pay: 10% of Base Rate

Pension Contributions: Defined Benefit - 15% of Base Rate Health & Welfare - \$3.80, (May 1, 2026 - \$4.00; May 1, 2027 - \$4.20) Paid Leave Reserve (formerly WSIB162) - \$0.02, DeNovo Fund - \$0.01 Education Fund - 0.75% of Base Rate, Recreation Fund - 0.5% of Base Rate

Training Facility Fund - 1.5% of Base Rate, Market Recovery Fund - 7% of Base Rate Date: April 25, 2025

\*\*\* Breakdown of ECA Funds:

ECACO - \$0.27 ECAO - \$0.10 DeNovo Fund - \$0.01 **Approved IBEW** 

NOTE:

Nick Mammoliti

On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2025 to April 30, 2028 inclusive may be subject to amendment prior to expiry

**ECACO** 

<sup>\*\*</sup> Breakdown of Union Funds:

<sup>2.</sup> A Union Dues checkoff of two percent (2%) of the hourly base rate to be deducted from the Employee's wages.

#### **SCHEDULE"B"**

#### LOW RISE CONSTRUCTION

## 503 SHOP STEWARDS

The Union has the right to appoint or remove a Shop Steward(s) where workers are employed under the terms of this agreement. The Shop Steward must be an employee who has been continuously employed by the Contractor for a minimum of one (1) year unless mutually agreed upon by the Contractor and the Union. The Shop Steward shall serve for a maximum two-year term with no maximum number of terms for any individual. The Contractor shall be notified in writing when a Shop Steward is appointed.

The Steward will be responsible for their regularly assigned work on behalf of the Contractor. Such Stewards will be allowed sufficient time to see that the provisions of this agreement are observed. No Steward shall be discriminated against by the Contractor because of the performance of their duties as a Steward.

The Steward shall have the opportunity to work on all overtime and shall be notified in advance of all overtime. The Steward shall not have their employment terminated unless with just cause, and unless prior notification has been given to the Business Manager.

#### 800 REGULAR HOURS

The regular hours of work will be 40 hours per week, Monday to Friday, up to 10 hours per day commencing no earlier than 7:00 am and ending no later than 5:30 pm. as determined by the Employer, with a ½ hour unpaid meal period at midday.

#### 803 OVERTIME

- (a) Subject to section 803 (b), work performed outside the regular hours of work eg. work in excess of 40 hours per week or work on Saturdays or work that commences before 7 am or continues after 5:30 pm (Monday to Friday) shall be paid at 1½ times the straight time rate.
- (b) Work on Sundays and Statutory Holidays shall be paid at double the straight time rate. Work on Saturdays in excess of 10 hours shall be paid at double the straight time rate. Work in excess of 12 hours in a day (Monday to Friday) shall be paid at double the straight time rate.

#### Page 31 of 35

## 1000 WAGE SCHEDULE

The wage schedule for Low Rise Construction is on Page 34.

For information concerning the Low rise Residential Market Recovery Wage Schedule, which may only be used with the approval of the Business Manager, contact IBEW Local 804 or ECA Central Ontario.

## **1200 TOOL LIST**

Apprentices and Journeypersons shall supply themselves with, and be in possession of a complete list of the following tools:

- 1 Utility knife
- 1 Wire stripping knife
- 1 Measuring tape
- 4 Screwdrivers Robertson (Yellow, Green, Red, Black)
- 3 Screwdrivers Phillips (#1, #2, #3)
- 3 Screwdrivers Standard (Small, Medium, Large)
- 2 9" Linesman pliers
- 1 Diagonal sidecutters
- 1 Longnose pliers
- 1 Pump pliers
- 1 Tool box, bag or crate
- 1 Tool pouch for hand tools and fasteners
- 1 Wire strippers
- 1 Adjustable hacksaw frame
- 1 Hammer
- 1 Torpedo level
- 1 ½" Cold chisel
- 1 1/2" Wood chisel
- 1 Drywall Saw
- 1 GFCI Receptacle tester

## Page 32 of 35

- 1 600 Volt non-contact tester
- 1 600 Voltage/Amp tester
- 1 Flashlight
- 1 Set of hex keys metric and imperial
- 1 Set of nut drivers including 1/4" up to 9/16"
- 1 Adjustable wrench
- 1 Cable cutter
- 1 Half-round file
- 1 Cordless drill

## 1201 CONTRACTOR SUPPLIES

The Contractor shall furnish all other necessary tools or equipment and replace all Drill Bits and Hacksaw Blades as required.

**WAGES & FRINGE BENEFITS - LOW RISE** 900 J.4 **RESIDENTIAL AGREEMENT** L.U. 804 - CENTRAL ONTARIO

	L.U. 804 - CENTRAL O	HIARLO				1	
•	Date	Base Rate	VP & SHP*	Union Funds**	Wage Package	ECA *** Fund	Total Package
Journeyman	May 1, 2025 May 1, 2026	\$ 45.28 \$ 46.83 \$ 48.44	\$ 4.53 \$ 4.68 \$ 4.84	\$ 15.03 \$ 15.62 \$ 16.22	\$ 64.84 \$ 67.13 \$ 69.50	\$ 0.38 \$ 0.38 \$ 0.38	\$ 65.22 \$ 67.51 \$ 69.88
Sub-Foreman	May 1, 2027 May 1, 2025	\$ 49.81	\$ 4.98	\$ 16.16	\$ 70.95	\$ 0.38	\$ 71.33
(110%)	May 1, 2026 May 1, 2027	\$ 51.51 \$ 53.28	\$ 5.15 \$ 5.33	\$ 16.79 \$ 17.42	\$ 73.45 \$ 76.03	\$ 0.38 \$ 0.38	\$ 73.83 \$ 76.41
Foreman (112%)	, May 1, 2025 May 1, 2026 May 1, 2027	\$ 50.71 \$ 52.45 \$ 54.25	\$ 5.07 \$ 5.24 \$ 5.43	\$ 16.38 \$ 17.01 \$ 17.66	\$ 72.16 \$ 74.70 \$ 77.34	\$ 0.38 \$ 0.38 \$ 0.38	\$ 72.54 \$ 75.08 \$ 77.72
General Foreman (118%)	May 1, 2025 May 1, 2026 May 1, 2027	\$ 53.43 \$ 55.26 \$ 57.16	\$ 5.34 \$ 5.53 \$ 5.72	\$ 17.05 \$ 17.71 \$ 18.38	\$ 75.82 \$ 78.50 \$ 81.26	\$ 0.38 \$ 0.38 \$ 0.38	\$ 76.20 \$ 78.88 \$ 81.64
Apprentices 40% 1st Period	May 1, 2025	\$ 18.11	\$ 1.81	\$ 8.32	\$ 28.24	\$ 0.38	\$ 28.62
50% 2nd Period 60% 3rd Period 70% 4th Period		\$ 22.64 \$ 27.17 \$ 31.70	\$ 2.26 \$ 2.72 \$ 3.17	\$ 9.43 \$ 10.56 \$ 11.68	\$ 34.33 \$ 40.45 \$ 46.55	\$ 0.38 \$ 0.38 \$ 0.38	\$ 34.71 \$ 40.83 \$ 46.93
80% 5th Period Apprentices	May 1, 2026	\$ 36.22	\$ 3.62	\$ 12.79	\$ 52.63	\$ 0.38	\$ 53.01
40% 1st Period 50% 2nd Period 60% 3rd Period		\$ 18.73 \$ 23.42 \$ 28.10	\$ 1.87 \$ 2.34 \$ 2.81	\$ 8.66 \$ 9.83 \$ 10.98	\$ 29.26 \$ 35.59 \$ 41.89	\$ 0.38 \$ 0.38 \$ 0.38	\$ 29.64 \$ 35.97 \$ 42.27
70% 4th Period 80% 5th Period		\$ 32.78 \$ 37.46	\$ 3.28 \$ 3.75	\$ 12.14 \$ 13.30	\$ 48.20 \$ 54.51	\$ 0.38 \$ 0.38	\$ 48.58 \$ 54.89
Apprentices 40% 1st Period 50% 2nd Period 60% 3rd Period 70% 4th Period	May 1, 2027	\$ 19.38 \$ 24.22 \$ 29.06 \$ 33.91	\$ 1.94 \$ 2.42 \$ 2.91 \$ 3.39	\$ 9.04 \$ 10.22 \$ 11.43 \$ 12.62	\$ 30.36 \$ 36.86 \$ 43.40 \$ 49.92	\$ 0.38 \$ 0.38 \$ 0.38 \$ 0.38	\$ 30.74 \$ 37.24 \$ 43.78 \$ 50.30
80% 5th Period		\$ 38.75	\$ 3.88	\$ 13.81	\$ 56.44	\$ 0.38	\$ 56.82

<sup>\*</sup> Vacation Pay & Statutory Hollday Pay: 10% of Base Rate

Pension Contributions: Defined Benefit - 15% of Base Rate Health & Welfare - \$3.80, (May 1, 2026 - \$4.00; May 1, 2027 - \$4.20) Pald Leave Reserve (formerly WSIB162) - \$0.02, DeNovo Fund - \$0.01 Education Fund - 0.75% of Base Rate, Recreation Fund - 0.5% of Base Rate

Training Facility Fund - 1.5% of Base Rate, Market Recovery Fund - 7% of Base Rate Date: April 25. **Approved** 

\*\*\* Breakdown of ECA Funds:

ECACO - \$0.27 ECAO - \$0.10 DeNovo Fund - \$0.01 **IBEW** 

Derek Brooks

**ECACO** 

Nick Manmoliti 1. On agreement of the ETBA and IBEW-CCO, Total Package amounts for the period May 1, 2025 to April 30, 2028 inclusive may be subject to amendment prior to explry

2. A Union Dues checkoff of two percent (2%) of the hourly base rate to be deducted from the Employee's wages.

<sup>\*\*</sup> Breakdown of Union Funds:

## **Letter Of Understanding**

RE: DEEMING-MIXED USE

Despite Section 303 of this Agreement, it is agreed that where the residential space of a project makes up more than 60% of the square footage of the project, the entire project will be deemed to be a residential project. This Letter of Understanding expires and will become void on April 30<sup>th</sup> 2028.

This proposal is pending ratification by the members of Local 804

DATED at Kitchener this 25<sup>7th</sup> day of FIRIL , 202

THE ELECTRICAL CONTRACTORS
ASSOCIATION OF CENTRAL
ONTARIO by and on behalf of its
member Contractors

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 804

Print name: Nick Mammoliti

Print name: Derek Brooks

#### LETTER OF UNDERSTANDING

**RE: ALTERNATE HOURS OF WORK** 

Prior to Employees beginning work on a project, an Employer may request the Business Manager to allow the following alternative hours of work on a particular project.

The regular hours of work in Central Ontario will be 40 hours per week and 10 hours per day (between the hours of 7:00 a.m. to 5:30 p.m., with a ½ hour unpaid lunch break that will be observed mid-shift) so long as the Employee is scheduled to work four consecutive days between Monday and Friday. The Contractor will be entitled to provide five (5) day coverage by scheduling some Employees to work four (4) consecutive days between Monday and Thursday and by scheduling other Employees to work four (4) consecutive days between Tuesday and Friday. Holidays referred to in Section 9 of the Residential Agreement will be observed on the day of the holiday. If the holiday falls on or is observed on a regular work day the crews will work the remaining days of the week. Where a Contractor provides five (5) day coverage, overtime will be distributed as equally as possible among all IBEW members on both the Monday to Thursday shift and the Tuesday to Friday shift.

This proposal is pending ratification by the members of Local 804.

Dated at Kitchener, Ontario this 25th day of March 2022

THE ELECTRICAL CONTRACTORS
ASSOCIATION OF CENTRAL
ONTRARIO by and on behalf of its
member Contractors

Name: Bob Ritzmann

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 804

Name: Brian Jacobs