

# **COLLECTIVE AGREEMENT**

**between**



**RELIANCE COMFORT LIMITED  
PARTNERSHIP  
GREATER TORONTO DISTRICT**

**and**



**UNIFOR LOCAL 1999**

**April 1, 2018 through March 31, 2021**



THIS AGREEMENT  
entered into the 11<sup>th</sup> day of April, 2018

BETWEEN:

**RELIANCE COMFORT LIMITED PARTNERSHIP**  
(hereinafter referred to as the “Company”)  
OF THE FIRST PART

and

**UNIFOR, LOCAL 1999**  
(hereinafter referred to as the “Union”)  
OF THE SECOND PART



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## **ARTICLE 1 DEFINITIONS**

- 1.01** “**Company**” shall mean the locations of Reliance Comfort Limited Partnership in the City of Toronto, the Regional Municipalities of Peel, the Regional Municipality of York and the Regional Municipality of Durham (“hereinafter the GTA”). This Agreement does not cover any corporate office locations including but not limited to current corporate office locations at Lansing and National Home Services.
- 1.02** “**Union**” as used hereinafter shall mean Local 1999 of UNIFOR representing employees of Reliance Comfort Limited Partnership in the Greater Toronto District.
- 1.03** “**Regular Employees**” shall include all employees in the hourly Bargaining Units defined in Article 2.01
- (a) who have completed their probationary period, save and except “Temporary Employees” and “Continuous Part-Time Employees”.
- 1.04** (a) “Temporary Employees” shall mean those employees hired to replace Regular Employees absent due to illness, accident, vacation or leave of absence or hired to perform work on projects or assignments of limited duration. The employment of Temporary Employees hired to perform work on projects or assignments of limited duration shall be limited to a period of ninety days of work in any twelve-month period, commencing from the date of hire or commencement of employment in such period.
- (b) “**Continuous Part-Time Employees**” shall mean those employees normally working twenty-four (24) hours per week or less except when replacing absent employees or when act-

ing as a replacement in vacant roles and during emergencies.

(c) **“Installers”** shall mean those employees performing service and installation work, normally paid on a task basis.

**1.05** (a) Hourly and installation employees will be combined into one seniority list. Such list will be based on the latter of the employee’s hire date or entry into the bargaining unit. For clarity, the length of service and seniority of current employees who will be covered by this “GTA” agreement shall be based on the most recent date of hire with Reliance or an acquired entity assuming their service was not interrupted.

**1.06** Wherever the terms “employee” or “regular employee” appear in this agreement, the relevant provision shall be deemed to be inapplicable to Temporary Employees and Continuous Part-Time Employees unless expressly provided to the contrary.

**1.07** Wherever the term he, she, his, her, etc. is used throughout this agreement, such term is intended to apply to individuals of either gender.

## **ARTICLE 2 RECOGNITION**

**2.01** (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Regular Employees, Temporary Employees and Continuous Part-Time Employees of the Company working in and out of the Municipality of the City of Toronto, the Regional Municipality of Peel, the Regional Municipality of York and the Regional Municipality of Durham (“GTA” District) engaged in both non-construction and construction work in all sectors of the construction



industry, save and except, non-working Assistant Supervisors, those above the rank of non-working Assistant Supervisors, Administrative Assistants, Sales and Office staff including all Clerical and Administrative staff, and all employees at any corporate office locations, including but not limited to current corporate office locations at Lansing and National Home Services.

- (b) The wages, hours of work and working conditions applicable to Temporary Employees and Continuous Part-Time Employees shall be those provided for in Appendix "C" to this agreement. None of the provisions of this agreement shall apply to such employees except for those expressly referred to in Appendix "C".
- (c) The Company further recognizes the right of the Union through its elected representatives to bargain collectively for such employees in respect to wages, hours and working conditions subject, however, to legislation in effect from time to time, and to regulations issued from time to time by any governmental authority having jurisdiction on the premises.

**2.02** The purpose of this agreement is to advance the mutual interests of the Company and the employees; to provide for the operation of the service of the Company under methods which will further, to the fullest extent possible, the safety, efficiency and economy of operations; and to maintain a continuation of employment under conditions of reasonable hours, compensations and working conditions. It is recognized by this Collective Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of their mutual interests.

- 2.03** There shall be no discrimination, intimidation or coercion by either party against any employee eligible for membership in the Union, or because of membership or activity in the Union, or because of non-membership in the Union.
- 2.04** There shall be no discrimination or harassment by the Company or the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, sexual orientation, record of offenses, family status, or handicap, as defined in the *Human Rights Code*, R.S.O., 1990, c. H.19, as amended.
- 2.05** The Union, its members and/or its agents shall not, on Company time or premises, conduct Union activities except as hereinafter expressly provided.
- 2.06** It is agreed that the employees of the Company not covered by the scope of this Collective Agreement shall not perform the work normally performed by employees within the Bargaining Unit except during an emergency, for training and auditing purposes. It is further agreed that this provision will not apply to locations where employees not represented by the Union are currently performing similar work.
- 2.07** An accredited representative of UNIFOR shall not enter the Company's premises without the Company's consent except as hereinafter expressly provided.
- 2.08** **Orientation Program:**  
The Company will allow a designated representative of the Union up to one (1) hour per calendar month for the purpose of conducting the UNIFOR New Members' Orientation Program. Such meetings will be conducted during the probationary period of employees hired to Regular Full-Time and Continuous Part-Time positions and will be held on Company

premises. Employees participating in Orientation Program meetings during their normally scheduled working hours will not suffer loss of pay at their regular rate. Orientation Program meetings will be scheduled by Management and a Management representative may attend as an observer.

### **ARTICLE 3 DEDUCTION OF UNION DUES**

- 3.01** The Company agrees to deduct from the wages of all employees covered by this agreement, and during the period of the agreement, the amount of union dues for general Union purposes as designated by the Union, but excluding special assessments which relate to special Union benefits, and such moneys shall be paid to the Union not later than the 10th day of each month. The Company shall deduct regular dues for each eighty (80) hours worked by Continuous Part-Time hourly employees. For clarification, newly covered G.T.A. employees will not be subject to any entry or initiation fees or assessments and will pay dues as other Reliance employees covered by Unifor.
- 3.02** The Company agrees to furnish the Union monthly with a list of employees for and on behalf of whom such deductions are being made.
- 3.03** This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of his continuance in or entrance into the Company's service except as provided for in the *Labour Relations Act, 1995* as amended.
- 3.04** The Company and the Union shall do all such acts and things as may be required or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

**ARTICLE 4**  
**NO STRIKES, NO LOCK OUTS**

**4.01** The Company agrees that there shall be no lock outs and the Union agrees that there shall be no strikes, work stoppage, slow down, restriction of output or interruption of work either complete or partial by the Union or by the employees for any reason whatsoever during the life of this agreement. All disputes between them shall be submitted for settlement in accordance with the grievance and arbitration procedure set forth in this agreement.

**ARTICLE 5**  
**RESERVATION TO MANAGEMENT**

**5.01** The Union recognizes and acknowledges the right of the Company to operate and manage its business in all respects in accordance with its obligations and in accordance with legislation and regulations from time to time in force under governmental authority and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to,

(a) Hire, promote, demote, transfer, classify, lay off, recall and retire employees, and also the right of the Company to maintain order, discipline and efficiency and in connection therewith to make and alter from time to time Company rules and regulations to be observed by employees; discharge any employee for just cause, subject to the rights of the employee concerned, who has acquired seniority, to lodge a grievance in the manner and to the extent herein provided. The Company agrees that alterations, amendments or additions to rules and regulations will be posted on bulletin boards for the information of all

employees and a copy shall be forwarded to the Bargaining Unit concerned.

- (b) Determine the work to be performed, the methods and procedures to carry out such work, the job content, the qualifications to perform the work required, and the number of employees required to perform the work of the Company.

**5.02** The Company agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement.

## **ARTICLE 6 REPRESENTATION**

**6.01** (a) The Company will recognize a negotiating committee composed of no more than three (3) Employees from the Local plus the Union's National Representative and a designated representative of Local 1999. At least one (1) service employee and one (1) installation employee, will be on this committee to represent the Union in any negotiations with the Company.

- (b) When an employee serves as a negotiating committee person during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.

**6.02** Each municipality listed in Article 2, Section 2.01(a) shall have one (1) elected or appointed steward, and one (1) alternate to sit in the absence of the regular steward, to receive all grievances of the members of the municipality it represents, and after due investigation and consideration of the pertinent facts, to determine whether the grievances submitted are bona

fide and well-founded and are required to be dealt with under the grievance procedure.

- 6.03** When an employee serves as a steward during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while dealing with the grievance up to and including Step 3 of the grievance procedure.
- 6.04** An accredited representative of UNIFOR shall be entitled to participate in meetings between the Company and the Union, when so requested by the Local, provided at least 48 hours prior notice has been given to Management.
- 6.05** The Union shall notify the Company in writing of the names of those employees who are designated as members of the negotiating committee or as stewards, its officers and the employee designated to receive official correspondence relating to the Local, whenever a change takes place.
- 6.06** When management requires a formal interview with an employee in order to establish the facts of any given case which may result in discipline to that employee, the employee concerned will be provided with representation of an elected Union official during such interview unless the employee requests otherwise.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- 7.01** The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be considered to exist when it is alleged that there is a violation of this agreement arising from the interpretation, application or failure to comply with the terms thereof. It shall be optional with the

Company or the Union to consider any grievance, the alleged circumstances of which occurred more than thirty (30) days prior to its written presentation. When a grievance arises, an earnest effort shall be made to settle it by the Company, the employee concerned, and the Union, and it shall be handled in the Steps as hereinafter provided.

## **7.02 Step 1**

Any Regular Employee who has a grievance shall present the grievance verbally to Management and will be accompanied by a Steward. Management shall state their decision verbally within three (3) working days of such meeting. If this verbal decision does not satisfactorily adjust the grievance, it may be appealed to Step 2 following.

## **Step 2**

Notice of appeal must be made within seven (7) working days of the verbal decision, in writing, on forms supplied by the Union, and signed by the aggrieved employee and the Steward. It shall be appropriately dated showing the date of the grievance, particulars of the incident giving rise to the grievance, the Article and Section of the Collective Agreement alleged to have been violated, the date of the submission, as well as the corrective action requested of the Company, and shall be presented to Management designated to handle Step 2. Within five (5) working days of receipt of the appeal or within any agreed upon extension, Management designated to handle Step 2 will meet with the grievor and the Steward in an attempt to resolve the grievance. A written decision shall be given by Management designated to handle Step 2 within five (5) working days of the date of such meeting. If this written decision does not satisfactorily adjust the grievance, it may be appealed to Step 3 following.

### **Step 3**

Notice of appeal must be given in writing by dating and signing the grievance forms within ten (10) working days from the written decision of Management or their designate, to the designated Human Resources representative, setting forth the areas or points of disagreement with the Step 2 written decision. The designated Human Resources representative will arrange a Management Committee to meet with the Union's designated representatives, within seven (7) working days or a time mutually agreed upon. The two committees jointly will discuss the grievance and may request the attendance of any person or persons interested or involved. The Management Committee will render its decision in writing within seven (7) working days from the date of such meeting to the Union. If the Management Committee's decision does not bring about a satisfactory settlement, the grievance may be referred by either party to arbitration as provided for in Article 8.

- 7.03** Should a regular employee claim that he has been unjustly discharged and wishes to seek redress under the grievance procedure, he must present such grievance, in writing, within five (5) days of his discharge and may present this at Step 3 of the grievance procedure.
- 7.04** Failure by the Company to reply to grievances within the time limits provided in this agreement, or any agreed upon extension, will result in the grievance being processed to the next Step within the grievance procedure.
- 7.05** An employee and/or Steward shall obtain the permission of Management before interrupting or leaving his work to deal with a grievance. Permission will not be arbitrarily or unreasonably withheld.



- 7.06** In this Article 7 only, when computing working days, Saturdays, Sundays and recognized holidays shall not be included.
- 7.07** Should the Union seek to submit a Policy Grievance, they may do so by submitting the grievance in writing and may present this at Step 3 of the grievance procedure.

## **ARTICLE 8 ARBITRATION**

- 8.01** Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain at least three (3) names proposed as the Sole Arbitrator and shall be delivered to the other within thirty (30) days of the reply under Step 3 of the Grievance Procedure.
- 8.02** No person may be appointed as the Sole Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03** The Sole Arbitrator shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 8.04** Where a grievance resulting from a discharge or suspension which is filed under Article 7 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling:

- (a) confirming the employer's action;
- (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
- (c) disposing of the grievance in any other manner which may be deemed by the Arbitrator to be just and equitable.

**8.05** The fees and expenses of the Arbitrator shall be paid half each by the Company and the Union.

## **ARTICLE 9 SENIORITY**

**9.01** New employees will be considered as probationary employees until they have been employed continuously for a six (6) month probationary period. Probationary employees shall have no seniority rights but after completing the probationary period their seniority shall be dated back to the date of commencement of the probationary period. For clarification, employees in the G.T.A. who have been employed continuously for six (6) months or more as of the commencement of the G.T.A. Agreement, are to be treated as seniority employees, with no requirement to serve an additional probationary period.

**9.02** Periods of absence from work during which seniority is not broken in accordance with 9.03 shall not affect an employee's seniority. Seniority shall be applied on a Bargaining Unit basis. Seniority lists showing employees' names, job titles, and where applicable classifications or grades, shall be posted on bulletin boards and revised every six (6) months. A copy of the seniority list will also be supplied to the Union.

Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date when the seniority lists are posted. When proof of error is presented by an employee or the Union, such error will be corrected.

**9.03** Seniority and employment shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged for just cause and is not reinstated pursuant to the provisions of this agreement;
- (c) Is absent for three (3) consecutive working days without notifying the Company of the reason for such absence, and if upon such notice the employee does not have a justifiable reason for his absence;
- (d) Fails to return to work after lay off within five (5) working days after notification from the Company by registered mail to his last known address unless it is shown that such failure has been caused by circumstances beyond the employee's control;
- (e) Is on lay off in excess of his length of service but in no case will it exceed four (4) years for hourly employees.

**9.04 Lay Off and Recall**

- (a) For the purposes of Article 9, Section 9.04, a reduction in the number of employees in a job due to the volume of work or for economic reasons shall be deemed to be a lay off.
- (b) For the purposes of Article 9, Section 9.04, "location" shall mean the district office (home base) at or out of which the employee works.

- (c) Lay offs and recalls shall occur in the manner hereinafter set forth, provided there are available senior employees who are sufficiently qualified, willing and able to do the work required.
- (d) For purposes of bumping privileges, existing Whitby, Richmond Hill and Mississauga and Brampton locations and future locations within the GTA District are each deemed to be separate locations. During a temporary layoff, senior employees in an hourly classification may elect a layoff over a junior employee based on Company approval and provided skills and qualifications are sufficient.
- (e) In the event of a temporary lay off, defined as a lay off of less than thirteen (13) weeks, the most junior employee in the classification affected within the Division and within the location shall be laid off provided there are available senior employees at the location who are sufficiently qualified, willing and able to perform the work required. In the event of such a temporary lay off, the junior affected employee may exercise their seniority to displace the most junior employee at the location provided the employee is qualified, willing and able to perform the work required. During a temporary layoff, senior employees in an hourly classification may elect a layoff over a junior employee based on Company approval and provided skills and qualifications are sufficient.
- (f) In the event of a lay off longer than a temporary lay off, the most junior employee in the classification affected within Division (Service, HVAC Install or Water Heater Install) within the location shall be laid off provided there are available

senior employees at the location who are sufficiently qualified, willing and able to perform the work required.

(i) Such junior affected employee may elect to displace the most junior employee in the location assuming that the employee has sufficient seniority, and is qualified, willing and able to perform the work required.

(g) ***The following language applies to hourly employees only:***

An employee who is laid off or who is displaced by another employee in accordance with Article 9, Section 9.04 (e), and 9.04 (f) will be placed in the new job according to his experience and ability but shall be paid not less than his regular rate of pay for the job which he occupied immediately prior to lay off for a period of three (3) months from the date of his original lay off or displacement, unless such employee successfully bids for another job in which case the provisions of Article 10 of the Collective Agreement shall apply.

Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

(h) Temporary Employees at the location will be laid off prior to regular employees.

(i) If, after following the foregoing procedure, the employee does not obtain a position and is about to be laid off from employment, that employee may seek to exercise their seniority to displace

the most junior Continuous Part-Time Employee at the location assuming the employee is qualified, willing and able to perform the work required.

A Full Time employee who displaces a Continuous Part-Time Employee accepts all of the terms and conditions of employment applicable to the Continuous Part-Time position. An employee's recall rights shall not be affected by the fact that he has displaced a Continuous Part-Time employee.

- (j) Employees who are displaced from their jobs as a result of a layoff, while at work, shall be recalled, in order of seniority, to their original job from which they were laid off or displaced, for a period of twelve (12) months from the respective dates of the employee's original layoff or displacement except in those cases where such employees have successfully bid for another job pursuant to Article 10.
- (k) All employee benefit plan coverage will cease on the first of the month following the month in which an employee is laid off, except in the case of:
  - Group Life and Accident Insurance
  - Extended Health Care Plan
  - Semi-Private Hospital Plan
  - Dental Care Plan

in which case the Company shall continue coverage for three (3) months following the month in which an employee is laid off and not thereafter.

- (l) An employee who is laid off and who has not displaced another employee in accordance with the foregoing procedure shall be considered for

employment as a Temporary Employee or a Continuous Part-Time Employee within the Division (Service, HVAC Install or Water Heater Install) and at the location before new employees are hired for such positions provided that the employee accepts all of the terms and conditions applicable to such employment. An employee's recall rights shall not be affected if he accepts employment as a Temporary Employee or Continuous Part-Time Employee.

However, any period of employment as a Temporary Employee or Continuous Part-Time Employee shall not affect the period of lay off referred to in Article 9, Section 9.03 (e) and shall not be deemed to be a recall for purposes of that Section.

- (m) Notwithstanding Sections 9.04 (e) and 9.04 (f), a laid off employee may, with Company approval and provided skills and qualifications are sufficient, elect to be laid off from the Company rather than exercising his seniority rights to displace a junior employee.
- (n) Any period of lay off shall not be included for the following purposes:
  - (i) in calculating "continuous service" for purposes of entitlement to vacation and vacation pay;
  - (ii) in calculating time worked during any qualifying period for purposes of job progression as outlined in Appendix "A" and "C" and Articles 11 and 12.
- (o) The Company will be under no obligation to post where a vacancy is filled by operation of Article 9, Section 9.04 (j).

(p) Seven (7) days prior to a lay off, a list of employees affected shall be given to the Union, and at that time, the Company will discuss the reason for the lay off with the Union.

**9.05** Subject to Article 9, Section 9.04 (j), when there is an increase in the workforce after lay off and before any new employees are hired, the employees who have retained seniority will be recalled in the reverse order in which they were laid off, provided that such employees are qualified, willing and able to perform the work required.

**9.06** (a) If an employee is transferred to a position which is excluded from the coverage of the agreement under Article 2, Section 2.01, such employee shall retain his seniority as of the date of transfer, and, in the event he is subsequently transferred back to a position not so excluded, he shall be credited with the seniority which he had on the date of the transfer. The employee thus being transferred back into the Bargaining Unit may be placed in a job for which he is best suited provided that in so doing he does not displace any present employee within the Bargaining Unit.

(b) The foregoing shall not be construed as giving the right to any such employee while excluded from the bargaining unit to bid or make application in respect of any posted job vacancy or new position, or to give the Company the right to place such employee in any vacancy or new position, except in the case where no applications have been filed by any employee in the Union to which this agreement applies.

**9.07** In no circumstances shall an employee who has acquired seniority lose his seniority because of absence



due to illness provided the employee satisfies the Company of such illness.

- 9.08** Seniority shall continue to accumulate during an employee's leave of absence granted under Article 23, Sections 23.01 and 23.02.

## **ARTICLE 10**

### **JOB POSTINGS AND FILLING OF VACANCIES**

- 10.01** (a) When an employee leaves the Company or is transferred or promoted to a position either within or outside of the Bargaining Unit, management will determine whether a vacancy exists, or at that time, does not exist. A notice of such decision will be posted within ten (10) working days. If at a later date a vacancy is deemed to exist, such vacancy will be posted.
- (b) Vacancies in regularly assigned jobs and newly created jobs shall be posted for six (6) days on Company bulletin boards accessible to all employees affected.
- (c) Prior to posting a job, the qualifications or requirements for which have been changed, the Company will provide the Union one (1) week's notice.
- (d) Such bulletins will show the job title, qualifications required, range of pay, whether the role is full time or part time, normal work area, number of jobs vacant and the designated management to whom the applications will be directed. Copies of such bulletins shall be forwarded to the Union.
- 10.02** (a) Any employee desiring to fill such a vacancy shall, within the six (6) day posting period, forward his application to designated management on forms provided by the Company.

- (b) An employee who bids on a job vacancy and is the successful applicant need not be considered on a subsequent job vacancy for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Union.
- (c) Appointments shall be made in accordance with the provisions of 10.03.

**10.03** (a) In the filling of vacancies and making of promotions within the Bargaining Unit, an employee with the greatest seniority shall be given preference provided he/she is able to meet the normal requirements and qualifications of the classification of employment. Should the senior applicant not be selected to fill the vacancy, the Company will discuss the reasons with the Union.

- (b) Vacancies in the Bargaining Unit will be posted in all locations represented by the Union.

**10.04** A posted announcement and the results of all job postings will be made as soon as possible and in no case will it exceed thirty (30) days from the date of the posting.

**10.05** The successful applicant will be reclassified and his or her progression date will commence within thirty (30) days from the date of the posting of the name of the successful applicant. Wherever practicable, the successful applicant will be transferred to his or her new position within this thirty (30) day period having regard to the efficiency of the operation. However, where it is not practical to do so, the employee will be transferred within a reasonable period of time thereafter and the Company will follow its past practice of ensuring that, commencing from the date established above as the date of reclassification, the employee

will reach the maximum rate for his or her position within the normal progression for that position, notwithstanding any delay in transferring the employee to the new position subject to the employee meeting the necessary qualifications and requirements. The reason for the delay will be explained to the local Union. Bulletined vacancies may be filled temporarily not exceeding thirty (30) days from the date of naming the successful applicant.

- 10.06** An employee being accepted for a promotion (to a higher position) or a lateral move to pursue a new trade (plumbing or electrical) will be placed in the new position according to his experience and ability, but shall not be required at the time of transfer to take a decrease in hourly pay greater than ten (10) percent of the rate being received at the time of such transfer. Further, an employee receiving such an adjusted hourly rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted hourly rate, at which time he will receive the rate assigned to his then current job or job classification. Employees using this provision will be required to sign up for the Technical Training Assistance Program and be covered by all provisions therein.
- 10.07** An employee interested in transferring to a specific job or jobs, vacancies of which might occur during his vacation, illness, or leave of absence, should file with management at the appropriate location (also a copy with his Union steward) an application such as is required in 10.02 (a) above indicating that he wishes his application to receive the usual consideration should such a vacancy occur during his absence. Where such an application is on file or is filed with the Company during such absence, management will consider it in the usual manner when filling any such vacancy. Where selection is made in favour of the ab-

sent employee the Company will endeavour to defer the appointment until his return providing such delay does not seriously interfere with the progress of the job.

- 10.08** (a) *Applicable to hourly employees only:* If, at the specific request of the Company for some reason such as to meet a temporary shortage of staff (“temporary” being defined as not in excess of six weeks, ten months in case of leave of absence), a regular employee is transferred from one job to another, such employee shall be paid not less than the rate he was receiving before the transfer. Should the employee have been previously classified in the job to which he is transferred, he shall be entitled to not less than the last rate of pay which he received while he was so classified, adjusted by any subsequent job or classification increase, or should the employee be capable and experienced in performing the duties of the job to which he is transferred he shall then be entitled to the top job rate.

## **ARTICLE 11 MOVEMENT BETWEEN DISTRICTS**

- 11.01** In the case of temporary transfers or assignments between Districts of the Company, the employee will remain covered by the Collective Agreement terms and conditions applying to his home District.

In the case of a successful job posting to another District or a voluntary permanent transfer, the employee will be covered by the Collective Agreement terms and conditions that apply to the new home location. In the year of this movement, the Company will provide transition arrangements for vacation, etc. that neither penalize nor bonus the employee.

**ARTICLE 12**  
**WAGES & JOB PROGRESSIONS**  
**(HOURLY EMPLOYEES)**

*This Article applies to hourly employees only.*

- 12.01** (a) Job titles, classifications and rates of pay shall be as set forth in Appendix “A”, attached hereto, which forms part of this agreement.
- (b) Should the Company establish any new jobs or job classifications during the term of this agreement, it will immediately advise the Union thereof and of the rate or rates it proposes therefore; the Union shall forthwith advise the Company of its acceptance or rejection of the proposed rate or rates, and in the event of rejection, both parties agree to negotiate bona fide a rate or rates acceptable to each, and failing agreement the determination of such rate or rates shall be referred to and settled by arbitration in the manner prescribed by Sections 8.01 and 8.02 of this agreement.
- (c) To the extent that payment of wages is made on a bi-weekly basis, a change in rate of pay due to job or classification progression, transfer or anniversary will become effective on the first date of the pay period nearest the change, and such date of rate change will be the employee’s review date upon which subsequent job progression or anniversary will be determined.
- (d) The Company agrees to provide the Union, within thirty (30) days of the establishment of a new job, with a job description thereof.
- (e) The Company will provide a Quarterly Performance Bonus Program with a target bonus for hourly employees of 2.25% of basic wages earned for the measurement quarter.

## **12.02 Job Progression**

- (a) It is understood that job progression will be limited to and within those classifications indicated in Appendix “A”, and under normal circumstances, progression from one classification to another will follow the appropriate qualifying periods as indicated in Appendix “A”, providing also that the employee meets the qualifications of such classifications in the line of progression. Thirty (30) days before the end of the appropriate period of qualification (excluding the probationary period), management shall inform the employee that either he qualifies satisfactorily in all aspects of the work situation with progression being subject only to the satisfactory passing of a written and/or practical examination, or he has not qualified, in which case the reasons will be given to the employee in writing, it being understood that the employee shall have the right of grievance procedure in any such case.
- (b) In jobs where there are no classification levels, wage progression will follow the time intervals indicated for such jobs in Appendix “A”, provided the employee’s performance on the job is satisfactory.

## **ARTICLE 13 HOURS OF WORK**

- 13.01** For the purpose of computing pay only, the work week is from 12 o’clock Midnight on Saturday to 12 o’clock Midnight the following Saturday.
- 13.02** Each party to this agreement understands that the success of the business is dependent upon satisfying customer needs for products and services. In order to meet the normal customer requirements for products and

services, the core hours of work will be 7:00 a.m. to 9:00 p.m. each day of the week. In addition, the Company and its employees must be prepared to provide service when necessary on a twenty-four hour basis.

- 13.03** Hourly employees will be assigned to work up to forty-four (44) hours per week based on the needs of the operation at the sole discretion of the Company. These employees will have either a one-half hour or one hour unpaid lunch period as indicated on the posted work schedule.
- 13.04** Work schedules indicating the employee's days and hours of work, lunch periods, and days off, will be determined locally by management and the employees in an effort to accommodate the employees' wishes while still meeting the needs of the customer and the business. However, should an agreement not be reached through mutual agreement within a reasonable timeframe, management reserves the right to create work schedules which meet the needs of the customer and the business, and to the extent possible accommodate the employees' wishes. Schedules for Regular Employees will be posted at least one month in advance. Schedules for Continuous Part-Time Employees will be projected as far in advance as possible.
- 13.05** Insofar as possible shift work shall be kept to a minimum; however, it is understood and agreed that employees shall be required to work on a shift basis to complete assigned work which they are qualified to do.

## **ARTICLE 14 OVERTIME**

- 14.01** It is understood and agreed that the Company's operations must be maintained and that employees are

required, by the Company, to respond to reasonable requests to work overtime for this purpose.

The Company will endeavour firstly, to allocate overtime work equitably among those employees who normally perform such work, provided however, such employees are available and secondly, among other employees who are qualified to perform such work.

Overtime is defined as authorized work in excess of forty-four (44) hours each week.

The Company will pay overtime rates to such an employee as stipulated below:

- (a) Within each scheduled week, after an employee has worked forty-four (44) straight time hours; Time and one-half (1½) for all hours worked beyond the forty-four (44) hours.

**14.02** Employees required to work overtime on their scheduled days off shall be paid at the applicable overtime rate.

**14.03** Overtime for Installation employees on task rates shall be paid for all hours actually worked in excess of forty-four (44) hours weekly at a rate of full task rate plus 0.5 of the hourly rate as posted for the Classification in Appendix "A".

## **ARTICLE 15 CALL OUT**

**15.01** Employees are required to respond to call out to provide and/or maintain service. A call out is defined as an unscheduled authorized return to work during hours outside of an employee's scheduled work day as follows:

- (i) For any call out or combination of call outs outside of an employee's scheduled work day an



employee will be paid at his regular overtime rate, time and one-half (1½).

## **ARTICLE 16 STAND BY**

- 16.01** Stand by where required shall be on a voluntary basis and will continue as long as satisfactory staffing is maintained. Should satisfactory staffing not be maintained, the Company shall schedule stand by to meet the necessary requirements. A stand by allowance of \$16.54 per day will be paid
- 16.02** If illness or authorized absence prevents an employee from standing by for the full requirements of any day and another employee is assigned to stand by, payment for the day will be prorated.

## **ARTICLE 17 HOLIDAYS**

### **17.01 Recognized Holidays**

- (a) The Company will recognize the holidays listed below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Subject to the following provisions:

- (b) If any of the other holidays listed above are Provincially observed on days other than the traditional calendar date, then such observed days shall be considered the holidays for the purpose of time off work with pay, or payment for work on a holiday, excepting only Christmas Day

and New Year's Day for employees assigned to a shift in accordance with the shift schedule in effect. In this case, only the traditional calendar date will be recognized as a holiday for purposes of time off work with pay or payment for work on a holiday.

**17.02** All regular employees are entitled to holiday pay at their straight time rate equal to their normal shift hours at their base rate of pay, for the recognized holiday as provided for in clause 17.01 (a) and (b) subject to the following conditions:

- (a) When a recognized holiday listed herein falls within a regular employee's vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.
- (b) Employee's taking the time off in paragraph (a) above in lieu thereof shall have until April 30<sup>th</sup> of the following year to utilize the time off. Any banked stat lieu hours earned between January 1<sup>st</sup> and December 31<sup>st</sup> not utilized by April 30<sup>th</sup> of the following year shall be paid out in full on the first pay following April 30<sup>th</sup> of the following year. Employees shall be paid at the rate of pay they earned for these hours.
- (c) A regular employee will not be paid for a recognized holiday unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Article 20, bereavement leave as provided for in Article 23, Section 23.03, jury

duty as provided for in Article 23, Section 23.04, and a doctor or dentist appointment verified in writing, or written authorization from management.

- (d) In the event that a recognized holiday falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Worker's Compensation, insured sick pay will be paid for the holiday to the extent appropriate under the sick pay provisions.
- (e) Payment for a holiday will not be made to a regular employee on leave of absence without pay, unless such regular employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.
- (f) Holiday pay will not be paid to regular employees who are scheduled to work on a recognized holiday and do not report for work, or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

**17.03** (a) Employees required to work on a corresponding day off with pay scheduled in accordance with Section 17.02 (a) shall be paid at the rate of time and one-half (1½) for all hours worked. This payment is in addition to holiday pay as provided for in Section 17.02.

(b) Employees who have elected a corresponding day off with pay for a recognized holiday in accordance with Section 17.02 (a) and who are subsequently required to work on the observed calendar date for such recognized holiday, shall be paid at the applicable overtime rate as provided for in Section 14.01.

**17.04** Employees required to work on a recognized holiday as provided for in Section 17.01 (a) and (b), except as provided for in 17.03 (a) and (b), shall be paid at the rate of time and one-half (1½) for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 17.02 or the corresponding time off with pay providing the employee receives approval from management prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 17.02.

## **ARTICLE 18 PERSONAL PAID DAYS**

- 18.01** (a) It is the purpose of this plan to provide eligible employees who have completed their probationary period with paid personal days off each year in accordance with the provisions contained herein.
- (b) Eligible employees will be entitled to two (2) paid personal days off.
- (c) All regular employees are entitled to eight (8) hours pay at their straight time rate for the personal paid days off as provided for in 18.01 (b) subject to the following conditions:
- (i) A regular employee will not be paid for a paid personal day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled paid personal day off, except where such absence is due to illness as provided for in Article 20, bereavement leave as provided for in Article 23, Section 23.03, jury duty as provided for

in Article 23, Section 23.04, and a doctor or dentist appointment verified in writing, or written authorization from management.

- (ii) In the event that a paid personal day off falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Worker's Compensation, insured sick pay will be paid for the paid personal day off to the extent appropriate under the sick pay provisions.
  - (iii) Pay for paid personal days off will not be paid to regular employees who are subsequently to work on a scheduled paid personal day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.
  - (iv) Employees required to work on a paid personal day off as provided for in Section 18.01 (b) shall be paid at the rate of time and one half for the first eight (8) hours worked and time and one half for all hours worked in excess of the first eight (8). This payment is in addition to paid personal days off with pay as provided for in Section 18.01.
- (d) The paid personal days off that are scheduled shall be arranged by the supervisor of each department but shall be subject to the approval of management, and shall be arranged with due regard first to the general operating requirements, second to departmental operating requirements, and third to the employee's preference in order of seniority. Every reasonable effort will be made

in preparing these schedules to provide that paid personal days off coincide with an individual's normal days off work.

- (e) Regular employees who are employed less than a full year shall be granted the appropriate paid personal days off for that calendar year on a pro-rated basis.

## **ARTICLE 19 VACATION**

**19.01** Regular hourly employees shall be entitled to annual vacation with pay as follows, and it will be computed on the basis of forty (40) hours per week times the employee's straight time rate:

- (a) Upon satisfactory completion of probation and appointment as a Regular Employee, new employees shall be entitled to vacation with pay on the basis of one (1) day for each thirty six (36) calendar days of employment completed during the calendar year in which they were hired.

All vacation entitlements earned and owing in the first calendar year of employment will be taken within, or shortly following, such first year. Under normal circumstances, such vacation entitlements may not be added to or taken with future vacation entitlements.

Where probationary employees are appointed to Regular Employee status in the second calendar year of employment, earned vacation entitlements will be taken at that time, or shortly following the time of their appointment. Under normal circumstances such vacation entitlements may not be added to, and taken with, future vacation entitlements.

- (b) During the second and up to and including the calendar year in which two (2) years of continuous service are completed, each employee will be entitled to two (2) weeks' vacation subject to employment continuing throughout the calendar year.
- (c) During the calendar year in which seven (7) years of continuous service are completed and during each succeeding year of continuous service, each employee will be entitled to three (3) weeks' vacation subject to employment continuing throughout the calendar year.

### **19.02 Vacation Scheduling**

The vacation schedule shall be arranged by and is subject to management approval and shall be arranged with due regard first, to the general operating requirements, second, to departmental operating requirements, and third, to the employees' preference in order of seniority within the appropriate Bargaining Unit.

Every effort will be made to post the approved schedules no later than April 30th in each respective calendar year and management will ensure that employees are granted vacations in accordance with the approved vacation schedule.

- 19.03** If an employee, within his/her vacation period is admitted to a hospital as an "in" patient, and provides their management with appropriate medical documentation, then he/she may reschedule his/her vacation for that day and for the remaining days of hospitalization that coincide with the originally scheduled vacation days. Such an employee will be entitled to the provisions of Article 20.02, Sick Pay Benefits.

**19.04** If an employee leaves the service of the Company at a time when an unused period of his vacation stands to his credit, he shall receive an amount of vacation pay calculated as follows:

- (a) With less than seven (7) years' continuous service – 4% of gross earnings for that period of employment for which vacation pay has not already been received;
- (b) With seven (7) years or more of continuous service – 6% of gross earnings for that period of employment for which vacation pay has not already been received.

**19.05** This annual vacation with pay plan is subject to the provisions of *Employment Standards Act, S.O., 2000*, as amended, wherever such provisions provide greater benefits than this plan.

## **ARTICLE 20 EMPLOYEE BENEFITS**

- 20.01** (a) The Company agrees to provide Group RRSP and welfare benefits as described in the Company booklets, benefit plan documents or policies of insurance for the duration of the Agreement. All of the benefit plans described in the Company booklets shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.
- (b) During the term of this agreement, the Company will maintain the same selection and level of benefits, coverage with a 50% employee/50% company overall cost sharing ratio, as established in the new benefit plan effective October 1, 2012.



## **20.02 Short Term Disability**

The Company will, in the event of a regular employee's absence due to a bona fide illness or accident of six (6) days or less, provide three (3) full or partial days of sick pay per year to be paid up to the employee's regular scheduled daily hours at Seventy-five percent (75%) of basic pay. For any non-occupational illness or injury in excess of six (6) working days, the Company will provide a weekly indemnity provision through a third party insurance carrier. This benefit is paid at sixty-six and two-thirds percent (66.67%) of basic earnings commencing on the seventh (7<sup>th</sup>) day and is subject to approval and payment by the insurance carrier based on the criteria as set forth in the plan. In order to qualify for such short term disability payments, absent employees must notify the Company prior to the commencement of their work schedule. However, if it is not possible to give notification prior to the commencement of the first work schedule, it must in any event be given within the first working day of such absence.

The right is reserved by the Company to discipline any employee and/or withhold any sick pay benefit to such employee who is found to be taking undue advantage of the sick pay provision. The right of the Company is further reserved to cancel, suspend, or modify the sick pay provisions at the expiration of this agreement, or any renewal thereof, and in particular should it become evident to the sole satisfaction of Management that employees are taking unwarranted advantage of the arrangement

## **20.03 Injury and Illness Accommodation**

Where either long-term or significant accommodation is an issue in the case of an employee who cannot perform all of his/her normal regular duties

because of a disabling injury or illness, the Company and Union agree to meet to discuss potential viable options, if any, for accommodating an employee in those circumstances.

#### **20.04 Employer Sponsored RRSP Plan**

The employer will make available a Group Registered Retirement Savings Plan (RRSP) for all members of the bargaining unit.

- (a) Following the completion of the employee's probationary period as defined in article 9.01, the employee has the option to contribute a minimum of one percent (1%) of normal earnings to the RRSP;
- (b) The employer will match the employee's contributions to a maximum two percent (2%) of normal earnings per calendar year.
- (c) The funds may only be withdrawn from the RRSP upon retirement or for use as part of a Government Sponsored program in accordance with the plan text.

### **ARTICLE 21 CLOTHING, TOOLS & EQUIPMENT**

#### **21.01 Safety Footwear**

Upon completion of their probationary period, employees required by the Company to wear safety footwear will be reimbursed up to a maximum of one hundred and twenty dollars (\$120.00) per calendar year toward the purchase of Canadian Standards Association approved safety footwear. Effective January 1, 2020, this maximum will increase to one hundred and twenty-five dollars (\$125.00) per calendar year. The employees will provide the Company with

a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

Notwithstanding the foregoing, employees, where required by law, must wear approved safety footwear.

- 21.02** Special articles of working apparel worn by the employees and normally furnished by the Company, such as rubber boots, gloves, and raincoats, shall be cleaned and kept in good repair at the Company's expense. In those instances where it is necessary to issue such articles as gloves for regular use and they have become worn out, they shall be replaced on turning in the worn out article.
- 21.03** Students required by the Company to wear safety footwear will be reimbursed up to a maximum of thirty dollars (\$30.00) per calendar year toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards. Students must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.
- 21.04** When moving employees from one job to another in Company vehicles, suitable covering shall be supplied during inclement weather. All efforts shall be made to secure inside work for outside employees during inclement weather, but it is understood that gas service must be maintained regardless of the conditions.
- 21.05** The Company agrees to replace necessary tools and equipment as required for Installers. New hires are expected to supply their own tools upon hire. If requesting a replacement tool, employees must return the original or a replacement will not be provided. The Company reserves the right to determine what tools are necessary to perform work. Supplied tools

remain the property of the Company and employees will be required to return all tools and equipment in their possession upon termination of employment.

## **ARTICLE 22 SAFETY AND HEALTH**

- 22.01** (a) The Company will institute and maintain reasonable precautions for the health and safety of all employees. All employees covered by this agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall co-operate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.
- (b) The Company is bound by the provisions of *Occupational Health and Safety Act, R.S.O., 1990*, as amended. This includes a requirement that there shall be joint health and safety committees established and operated, as required, consisting of members representing the Company and of members representing the employees in accordance with such legislation.
- (c) All matters considered and handled by the health and safety committee shall be recorded and minutes maintained.

## **ARTICLE 23 LEAVES OF ABSENCE**

### **23.01 Union Business**

Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business will be granted leave of absence without pay provided that, in the opinion of Management, Company operating conditions permit.

All such leaves of absence shall be requested by written notice to the Company at least three (3) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverage's.

### **23.02 Other Than Union Business**

If in the opinion of management, Company operating conditions permit, the Company may grant leave of absence without pay for a period not exceeding two months to an employee for legitimate personal reasons. Legitimate and reasonable requests for leave of absence beyond two months will be given due consideration by the Company and, as a matter of policy, permission will not be withheld, provided such absence will not seriously interfere with the efficient continuation of satisfactory customer service. All leaves of absence shall be requested by written notice to the Company at least ten (10) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization, medical and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

### **23.03 Bereavement Leave**

- (a) In the case of death in the immediate family of an employee, i.e. Mother, Father, Wife, Husband, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Step-Parent or Step-Child, Brother-in-Law, Sister-in-Law or Grandchild, the employee upon request will be granted time off with pay for any three (3) regular scheduled working days (or for

such fewer days as the employee may be absent) during the period of the day of death, and up to and including the first scheduled working day following the funeral, providing such employee attends the funeral.

In the case of death of a grandparent, the employee upon request will be granted time off with pay for one (1) regular scheduled work day providing such employee attends the funeral. In the event of extenuating circumstances, requests for additional time off work without pay will be considered.

- (b) In the case where bereavement occurs during an employee's scheduled vacation period, and provided the employee would have been granted time off with pay in accordance with Section 23.03 (a), an equal number of vacation days that would have been granted in accordance with 23.03 (a) may be rescheduled to be taken at a later date. Such rescheduled days must be taken within the same calendar year.

#### **23.04 Jury Duty**

An employee who is called to jury duty or subpoenaed as a witness, will be permitted such absence as is necessary as a result of such call or subpoena and he will be compensated by the Company for the difference between payment received for such duty and his regular pay. The employee will present proof of service as a juror or witness as well as the amount of pay received for such service to his supervisor.

#### **23.05 Pregnancy and Parental Leave**

The Company will abide by the provisions of *Employment Standards Act*, S.O., 2000, as amended, for pregnancy and parental leaves.

## **ARTICLE 24 GENERAL**

### **24.01 Dismissal**

In case of an employee's dismissal for cause, the Company shall inform the employee of such cause in writing within a period of twenty-four (24) hours, and a copy will be sent to the Bargaining Unit.

### **24.02 Bulletin Boards**

The Company agrees to provide a bulletin board for the posting of official Union notices. All notices posted on this bulletin board will have the prior approval and signature of an elected representative of the Union.

### **24.03 Collective Agreements**

The Company will issue a collective agreement to each employee and each new employee upon induction into the Company. This agreement shall be provided in printed booklet form.

### **24.04 Contracting Out**

It is agreed that during the lifetime of this Agreement, the Company shall not sub-contract work that is presently being performed by employees covered by this agreement that by so doing will result in lay off of regular bargaining unit employees, or that by so doing will result in a reduction in the wage rate of regular bargaining unit employees who are transferred or selected for other jobs thereby. It is further agreed that in the latter case, such an employee shall be exempt from any contractual increase until the scheduled rate for the new job exceeds the rate received by the employee at the time of his transfer or job change, at which time he will receive the rate assigned to his then current job or classification.

It is understood that there is a value and benefit to the employee, the Company and the customer when:

- employment security is enhanced by means of a productive, healthy and cost effective organization, and
- there is an improved understanding as to why contractors are utilized and how these actions can support employment security, and
- the Union and the Company work together to balance the interests of the customer, the employee and the Company regarding the issue of utilizing contractors.

In accordance with the principles outlined above, the Company and the Union agree to exchange information and formally discuss issues related to the contracting out of work which is presently being performed by bargaining unit employees.

#### **24.05 Technological Change**

- (a) The Company and the Union will form a committee to meet as necessary from time to time, in order to discuss with the Union matters relating to technological change in order to make the Union aware of the Company's plans in these areas one month in advance, where practical, of implementing such plans. The Company will also grant the Union the opportunity to make management aware of any concerns that the Union or the unionized employees may have in relation to such changes.

This Committee shall consist of not more than two (2) representatives from the Union and an equal number from Management.

- (b) The Company and the Union will meet at the request of the Company to discuss existing or future process or technology improvements made or implemented by the Company to discuss and



share costs and savings that result. If the parties cannot agree, the matter may be referred to Arbitration for final resolution.

## **24.06 Students**

Students hired for summer employment during the period April 1 to September 30 in accordance with the current Letter of Understanding shall be paid the Student rate as provided in Appendix “A”. Students shall pay Union dues in accordance with the provisions of Article 3, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Co-op students must be in a registered Co-op program and must be returning to their studies at the end of the co-op term. Co-op students will be paid at the Student rate as provided in Appendix “A”. Co-op students hired shall pay Union dues in accordance with the provisions of Article 3, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Co-op students at the respective locations will be laid-off prior to regular employees.

## **ARTICLE 25 TERM OF AGREEMENT**

**25.01** This agreement shall become effective April 1, 2018 and continue in full force and effect until March 31, 2021 and thereafter from year to year unless, within 60 days prior to the expiration date of the agreement, notice is given by either party to the other party of their intention to revise, amend or terminate this agreement. The said notice may be given to the Company by registered mail addressed to Reliance Comfort Limited Partnership, Toronto, Ontario, or to the

Union by registered mail addressed to the appropriate Local of UNIFOR.

IN WITNESS THEREOF the parties hereto have signed as evidenced by the signatures of their proper officers duly authorized in that behalf.

Dated at Burlington this 29th day of March, 2018.

**FOR THE COMPANY**

  
\_\_\_\_\_  
**Rahim Shamji**

  
\_\_\_\_\_  
**Kelly DeGurse**

  
\_\_\_\_\_  
**Adam Taborek**

  
\_\_\_\_\_  
**Nick MacKinnon**

  
\_\_\_\_\_  
**Tharsini Ratnarajah**

**FOR THE UNION**

  
\_\_\_\_\_  
**Bruce Teran**

  
\_\_\_\_\_  
**Jason Charbonneau**

  
\_\_\_\_\_  
**Doug Fox**

  
\_\_\_\_\_  
**Marc Cattrysse**

  
\_\_\_\_\_  
**Connie Bruno**

  
\_\_\_\_\_  
**Rick Roberts**

  
\_\_\_\_\_  
**Chad McDaid**

  
\_\_\_\_\_  
**James Tavette**

  
\_\_\_\_\_  
**Andrew Ervin**

**APPENDIX “A” – Effective April 15, 2018  
HOURLY JOB CLASSIFICATIONS AND WAGE RATES**

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Commercial HVAC Technician			\$38.00	Gas Technician II Commercial 313A C of Q ODP	Pass “expert” Commercial heating diagnostic & repair
	Commercial HVAC Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$35.15 \$32.30 \$28.50 \$26.60 \$24.25	313A Apprentice	*Pass “advanced” Commercial heating diagnostic & repair***
1	HVAC Technician		1	\$33.25	Gas Technician II Residential 313D C of Q ODP	****Pass “expert” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair
	New hire probation rate°	6 months		\$31.56		

Class #	Job Title	Pro-gression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
2	HVAC Apprentice Technician New hire probation rate°	Working on Working on 6 months	Level 2 Level 1	\$25.31^^ \$24.25^^ \$24.25^^	Gas Technician II Residential 313D Apprentice ODP	*Pass “advanced” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair –*** ^^must move into Class 1 within 30 months of entering Class 2 or move to Class 3 at new hire rate of pay
3	Service Technician New hire probation rate°	18 months 6 months	2** 1	\$21.87 \$20.79 \$19.68	Gas Technician II	**Before Progressing to Step 2 – Must pass “intermediate” heating & cooling equipment, water heaters, diagnostic and repair *Pass “basic” heating equipment, water heaters, diagnostic and repair

\* In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

° New hire probation employees must pass the Class equivalent company exam within 6 months in order to remain with the company.  
\*\*\* only persons whose Apprenticeship is approved by the company may enter Class 2.

^^ Class 2 HVAC Apprentice Technicians have a maximum of thirty (30) months to move up to Class 1. Class 2 HVAC Apprentice Technicians who fail to move to Class 1 within the time frames stated above shall be moved to Class 3. The Company will make reasonable efforts to provide unpaid time off to facilitate Class 2's to attend necessary training, provided the employee make equally reasonable efforts to avail themselves of such training.

\*\*\*\* In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
1	Plumber Technician New hire probation rate°	6 months	1	\$33.25 \$31.56	306A C of Q	***Pass "expert" Plumbing
2	Plumber Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$29.93 \$26.60 \$23.28 \$19.95 \$16.63	306A Apprentice	*Pass "advanced" Plumbing***
1	Master Electrician Electrician New hire probation rate°	6 months		\$36.00 \$33.25 \$31.56	309A C of Q Master Electrician 309C/A C of Q	***Pass "expert" Electricity
2	Electrician Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$29.93 \$26.60 \$23.28 \$19.95 \$16.63	309A Apprentice	*Pass "advanced" Electricity***

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Senior Installer			\$33.25	Gas Technician II, ODP Residential 313D Apprentice <sup>^</sup>	
	Jr. Installer / Helper			\$17.25	Gas Technician III	
	Jr. Installer/ Jr. Technician			\$17.58	Gas Technician III	
	Water Heater Installer			\$20.56	Gas Technician II	
	Warehouse Helper / Runner			\$15.90		
	Sheet Metal Worker			\$33.25	308A C of Q	
	Sheet Metal Helper			\$17.33		
	Summer Student			\$15.23		

<sup>^</sup> Senior Installers effective April 11, 2018 have a maximum of ninety (90) days to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Employees entering the Senior Installer position after April 11, 2018, will have a maximum of thirty (30) months to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Senior Installers who fail to receive the Residential Air Conditioning Mechanic License (313D C of Q) within the time frames stated above shall be moved to the Junior Installer/Junior Technician classification and rate of pay.

**APPENDIX “A” – Effective April 1, 2019  
HOURLY JOB CLASSIFICATIONS AND WAGE RATES**

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Commercial HVAC Technician			\$41.82	Gas Technician II Commercial 313A C of Q ODP	Pass “expert” Commercial heating diagnostic & repair
	Commercial HVAC Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$38.68 \$35.55 \$31.37 \$28.86 \$24.74	313A Apprentice	*Pass “advanced” Commercial heating diagnostic & repair***
1	HVAC Technician  New hire probation rate°		1	\$33.92  \$32.19	Gas Technician II Residential 313D C of Q ODP	****Pass “expert” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair

Class #	Job Title	Pro-gression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
2	HVAC Apprentice Technician New hire probation rate°	Working on Working on 6 months	Level 2 Level 1	\$25.82^^ \$24.74^^ \$24.74^^	Gas Technician II Residential 313D Apprentice ODP	*Pass “advanced” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair –*** ^^must move into Class 1 within 30 months of entering Class 2 or move to Class 3 at new hire rate of pay
3	Service Technician New hire probation rate°	18 months 6 months	2** 1	\$22.31 \$21.21 \$20.07	Gas Technician II	**Before Progressing to Step 2 – Must pass “intermediate” heating & cooling equipment, water heaters, diagnostic and repair *Pass “basic” heating equipment, water heaters, diagnostic and repair

\* In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

° New hire probation employees must pass the Class equivalent company exam within 6 months in order to remain with the company.  
\*\*\* only persons whose Apprenticeship is approved by the company may enter Class 2.

^^ Class 2 HVAC Apprentice Technicians have a maximum of thirty (30) months to move up to Class 1. Class 2 HVAC Apprentice Technicians who fail to move to Class 1 within the time frames stated above shall be moved to Class 3. The Company will make reasonable efforts to provide unpaid time off to facilitate Class 2's to attend necessary training, provided the employee make equally reasonable efforts to avail themselves of such training.

\*\*\*\* In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.



<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
1	Plumber Technician New hire probation rate°	6 months	1	\$33.92 \$32.19	306A C of Q	**Pass “expert” Plumbing
2	Plumber Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$30.53 \$27.14 \$23.74 \$20.35 \$16.96	306A Apprentice	*Pass “advanced” Plumbing***
1	Master Electrician Electrician New hire probation rate°	6 months		\$36.72 \$33.92 \$32.19	309A C of Q Master Electrician 309C/A C of Q	***Pass “expert” Electricity
2	Electrician Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$30.53 \$27.14 \$23.74 \$20.35 \$16.96	309A Apprentice	*Pass “advanced” Electricity***

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Senior Installer			\$33.92	Gas Technician II, ODP Residential 313D Apprentice^	
	Jr. Installer / Helper			\$17.60	Gas Technician III	
	Jr. Installer/ Jr. Technician			\$17.93	Gas Technician III	
	Water Heater Installer			\$20.97	Gas Technician II	
	Warehouse Helper / Runner			\$16.22		
	Sheet Metal Worker			\$33.92	308A C of Q	
	Sheet Metal Helper			\$17.68		
	Summer Student			\$15.53		

^ Senior Installers effective April 11, 2018 have a maximum of ninety (90) days to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Employees entering the Senior Installer position after April 11, 2018, will have a maximum of thirty (30) months to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Senior Installers who fail to receive the Residential Air Conditioning Mechanic License (313D C of Q) within the time frames stated above shall be moved to the Junior Installer/Junior Technician classification and rate of pay.

**APPENDIX “A” – Effective April 1, 2020  
HOURLY JOB CLASSIFICATIONS AND WAGE RATES**

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Commercial HVAC Technician			\$42.66	Gas Technician II Commercial 313A C of Q ODP	Pass “expert” Commercial heating diagnostic & repair
	Commercial HVAC Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$39.46 \$36.26 \$31.99 \$29.86 \$25.23	313A Apprentice	*Pass “advanced” Commercial heating diagnostic & repair***
1	HVAC Technician  New hire probation rate°		1	\$34.60  \$32.83	Gas Technician II Residential 313D C of Q ODP	****Pass “expert” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair

Class #	Job Title	Pro-gression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
2	HVAC Apprentice Technician New hire probation rate°	Working on Working on 6 months	Level 2 Level 1	\$26.34^^ \$25.23^^ \$25.23^^	Gas Technician II Residential 313D Apprentice ODP	*Pass “advanced” hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair –*** ^^must move into Class 1 within 30 months of entering Class 2 or move to Class 3 at new hire rate of pay
3	Service Technician New hire probation rate°	18 months 6 months	2** 1	\$22.76 \$21.62 \$20.47	Gas Technician II	**Before Progressing to Step 2 – Must pass “intermediate” heating & cooling equipment, water heaters, diagnostic and repair *Pass “basic” heating equipment, water heaters, diagnostic and repair

\* In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

° New hire probation employees must pass the Class equivalent company exam within 6 months in order to remain with the company.  
\*\*\* only persons whose Apprenticeship is approved by the company may enter Class 2.

^^ Class 2 HVAC Apprentice Technicians have a maximum of thirty (30) months to move up to Class 1. Class 2 HVAC Apprentice Technicians who fail to move to Class 1 within the time frames stated above shall be moved to Class 3. The Company will make reasonable efforts to provide unpaid time off to facilitate Class 2's to attend necessary training, provided the employee make equally reasonable efforts to avail themselves of such training.

\*\*\*\* In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
1	Plumber Technician New hire probation rate°	6 months	1	\$34.60 \$32.83	306A C of Q	**Pass “expert” Plumbing
2	Plumber Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$31.14 \$27.68 \$24.22 \$20.76 \$17.30	306A Apprentice	*Pass “advanced” Plumbing***
1	Master Electrician Electrician New hire probation rate°	6 months		\$37.45 \$34.60 \$32.83	309A C of Q Master Electrician 309C/A C of Q	***Pass “expert” Electricity
2	Electrician Apprentice Technician	Working on Working on Working on Working on Working on	Level 5 Level 4 Level 3 Level 2 Level 1	\$31.14 \$27.68 \$24.22 \$20.76 \$17.30	309A Apprentice	*Pass “advanced” Electricity***

<b>Class #</b>	<b>Job Title</b>	<b>Pro-gression</b>	<b>Step #</b>	<b>Wage Rate</b>	<b>All Licenses Required to enter Class</b>	<b>Skills &amp; Abilities</b>
	Senior Installer			\$34.60	Gas Technician II, ODP Residential 313D Apprentice^	
	Jr. Installer / Helper			\$17.95	Gas Technician III	
	Jr. Installer/ Jr. Technician			\$18.29	Gas Technician III	
	Water Heater Installer			\$21.39	Gas Technician II	
	Warehouse Helper / Runner			\$16.54		
	Sheet Metal Worker			\$34.60	308A C of Q	
	Sheet Metal Helper			\$18.03		
	Summer Student			\$15.85		

^ Senior Installers effective April 11, 2018 have a maximum of ninety (90) days to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Employees entering the Senior Installer position after April 11, 2018, will have a maximum of thirty (30) months to complete the Residential Air Conditioning Mechanic License (313D C of Q) to remain in the classification of Senior Installer. Senior Installers who fail to receive the Residential Air Conditioning Mechanic License (313D C of Q) within the time frames stated above shall be moved to the Junior Installer/Junior Technician classification and rate of pay.

**APPENDIX ‘B’ – Effective April 15, 2018  
INSTALLATION TASK RATES SCHEDULE**

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Home)</b>				
Fur – Upflow/Counterflow	\$233.47	\$155.90	\$ 77.57	
Fur – Upflow/Counterflow w/ A/C	\$402.53	\$268.80	\$133.73	
Fur – Horizontal	\$311.30	\$207.87	\$103.43	
Fur – Horizontal w/ A/C	\$466.93	\$311.79	\$155.14	
Fur – Gravity	\$311.30	\$207.87	\$103.43	
Outdoor Combo Unit	\$311.30	\$207.87	\$103.43	
A/C – Complete Condenser & Coil	\$194.55	\$129.92	\$ 64.63	
A/C – Condenser Only	\$155.63	\$103.92	\$ 51.71	
Evap. Coil w Upflow/Count.Fur.	\$ 54.46	\$ 36.37	\$ 18.09	
Evap. Coil w Hor. Fur.	\$ 62.27	\$ 41.58	\$ 20.69	
Air Handler	\$194.55	\$129.92	\$ 64.63	
HRV/ERV (Simplified Method)	\$194.55	\$129.92	\$ 64.63	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Home) continued</b>				
Wall heater/furnace	\$233.47	\$155.90	\$ 77.57	
Direct Vent wall heater	\$116.74	\$ 77.95	\$ 38.79	
Space heater	\$ 58.37	\$ 38.97	\$ 19.40	
Garage unit heater	\$136.20	\$ 90.94	\$ 45.26	
Drain, Remove, and Replace existing Fin Tube Boiler	\$383.46	\$256.05	\$127.41	
Drain, Remove, and Replace existing Cast Iron Boiler	\$536.87	\$358.49	\$178.38	
<b>Section # 2 – New Home Construction</b>				
Fur – Upflow/Counterflow	\$214.00	\$142.90	\$ 71.10	
Fur – Upflow/Counterflow w/ A/C	\$389.11	\$259.82	\$129.29	
Fur – Horizontal	\$272.37	\$181.88	\$ 90.49	
Fur – Horizontal w/ A/C	\$447.49	\$298.80	\$148.69	
A/C – (Only) Condenser & Coil	\$175.10	\$116.92	\$ 58.18	
A/C – Condenser Only	\$136.20	\$ 90.94	\$ 45.26	
Outdoor Combo Unit	\$272.37	\$181.88	\$ 90.49	



Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 3 – Fireplaces</b>				
Insert	\$155.63	\$103.92	\$ 51.71	
Direct Vent	\$175.10	\$116.92	\$ 58.18	
Zero Clearance	\$175.10	\$116.92	\$ 58.18	
Freestanding Vented	\$175.10	\$116.92	\$ 58.18	
Freestanding Direct Vented	\$175.10	\$116.92	\$ 58.18	
<b>Section # 4 – Venting</b>				
Liner (Any Size)	\$ 48.64	\$ 32.48	\$ 16.16	See Clarification
B-vent 1 story (Any Size)	\$ 77.82	\$ 51.96	\$ 25.86	”
B-vent 2 story (Any Size)	\$107.00	\$ 71.45	\$ 33.55	”
2 Pipe PVC Venting up to 30ft.	\$ 48.64	\$ 32.48	\$ 16.16	”
PVC venting per.ft. over 30 ft.	\$ 0.57	\$ 0.38	\$ 0.19	
<b>Section # 5 – Miscellaneous</b>				
Gas Line/ft	\$ 1.83	\$ 1.23	\$ 0.60	See Clarification
Electrical /ft	\$ 0.57	\$ 0.38	\$ 0.19	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 5 – Miscellaneous (continued)</b>				
Concrete Base for Combo Unit	\$116.74	\$ 77.95	\$ 38.79	See Clarification
Condensate pump	\$ 23.35	\$ 15.59	\$ 7.76	”
Relay	\$ 19.46	\$ 12.99	\$ 6.47	
Motor Upgrade w/ A/C	\$ 19.46	\$ 12.99	\$ 6.47	
2 circuit pony panel	\$ 38.92	\$ 25.99	\$ 12.93	See Clarification
Outdoor disconnect	\$ 11.68	\$ 7.79	\$ 3.89	”
Material Pickup (One per Job)	\$ 17.50	\$ 11.69	\$ 5.81	”
Lowboy Furnace Removal	\$ 29.58	\$ 19.75	\$ 9.83	”
Gravity Furnace Removal	\$101.16	\$ 67.55	\$ 33.61	”
Travel Beyond Established Area	\$ 21.90	\$ 14.63	\$ 7.27	”
Combination Style Tank (Side Tap)	\$ 4.83	\$ 3.11	\$ 1.72	“
Install Refurbished – All Tank type and tankless water heaters	\$ 4.83	\$ 3.11	\$ 1.72	
75 Gallon(s) and above, tank type water heaters	\$ 4.83	\$ 3.11	\$ 1.72	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 6 – Ductwork</b>				
Warm air (basement) – (R&R x 1/2)	\$ 19.46	\$ 12.99	\$ 6.47	See Clarification
Warm air (crawl) – ( R&R x 1/2)	\$ 27.25	\$ 18.20	\$ 9.05	”
Return air (basement) – (R&Rx 1/2)	\$ 29.18	\$ 19.49	\$ 9.69	”
Return air (crawl) – ( R&R x 1/2)	\$ 38.92	\$ 25.99	\$ 12.93	”
Trunk Line (basement) – (R&Rx 1/2)	\$ 66.16	\$ 44.18	\$ 21.98	”
Trunk Line (crawl) – (R&R x 1/2)	\$ 77.82	\$ 51.96	\$ 25.86	”
Plenum (Fabricate basement)	\$ 29.18	\$ 19.49	\$ 9.69	”
Plenum (Fabricate crawl)	\$ 38.92	\$ 25.99	\$ 12.93	”
Risers (Trunk to Outlet)	\$ 48.64	\$ 32.48	\$ 16.16	”
Extra duct over 25ft/ft	\$ 1.17	\$ 0.78	\$ 0.39	”
Canvas connector	\$ 9.73	\$ 6.51	\$ 3.22	”
Fitting (Fabricate)	\$ 11.68	\$ 7.79	\$ 3.89	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 15, 2018 to March 31, 2019			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 7 – Accessories items</b>				
New Humidifier w/ furnace	\$ 33.08	\$ 22.08	\$ 11.00	
New Humidifier Only	\$ 58.37	\$ 38.97	\$ 19.40	
New EAC w/ furnace	\$ 44.74	\$ 29.88	\$ 14.86	
EAC Only	\$ 97.28	\$ 64.96	\$ 32.32	
Reinstall existing Humidifier	\$ 17.50	\$ 11.69	\$ 5.81	See Clarification
Reinstall Existing EAC	\$ 19.46	\$ 12.99	\$ 6.47	”
New HEPA Filter with Furnace	\$ 68.09	\$ 45.47	\$ 22.62	
HEPA Filter Only	\$ 97.28	\$ 64.96	\$ 32.32	
UV Air Purifier with Furnace	\$ 38.92	\$ 25.99	\$ 12.93	
UV Air Purifier without Furnace	\$ 68.09	\$ 45.47	\$ 22.62	

No changes will be made to this Appendix unless mutually agreed between the Company and the Union. In the event a one off material issue is encountered in the field, the Installer shall contact the manager to resolve it.

**APPENDIX ‘B’ – Effective April 1, 2019  
INSTALLATION TASK RATES SCHEDULE**

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Home)</b>				
Fur – Upflow/Counterflow	\$238.14	\$159.02	\$ 79.12	
Fur – Upflow/Counterflow w/ A/C	\$410.58	\$274.18	\$136.40	
Fur – Horizontal	\$317.53	\$212.03	\$105.50	
Fur – Horizontal w/ A/C	\$476.27	\$318.03	\$158.24	
Fur – Gravity	\$317.53	\$212.03	\$105.50	
Outdoor Combo Unit	\$317.53	\$212.03	\$105.50	
A/C – Complete Condenser & Coil	\$198.44	\$132.52	\$ 65.92	
A/C – Condenser Only	\$158.74	\$106.00	\$ 52.74	
Evap. Coil w Upflow/Count.Fur.	\$ 55.55	\$ 37.10	\$ 18.45	
Evap. Coil w Hor. Fur.	\$ 63.51	\$ 42.41	\$ 21.10	
Air Handler	\$198.44	\$132.52	\$ 65.92	
HRV/ERV (Simplified Method)	\$198.44	\$132.52	\$ 65.92	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Home) continued</b>				
Wall heater/furnace	\$238.14	\$159.02	\$ 79.12	
Direct Vent wall heater	\$119.08	\$ 79.51	\$ 39.57	
Space heater	\$ 59.54	\$ 39.75	\$ 19.79	
Garage unit heater	\$138.93	\$ 92.76	\$ 46.17	
Drain, Remove, and Replace existing Fin Tube Boiler	\$391.13	\$261.17	\$129.96	
Drain, Remove, and Replace existing Cast Iron Boiler	\$547.61	\$365.66	\$181.95	
<b>Section # 2 – New Home Construction</b>				
Fur – Upflow/Counterflow	\$218.28	\$145.76	\$ 72.52	
Fur – Upflow/Counterflow w/ A/C	\$396.90	\$265.02	\$131.88	
Fur – Horizontal	\$277.82	\$185.52	\$ 92.30	
Fur – Horizontal w/ A/C	\$456.44	\$304.78	\$151.66	
A/C – (Only) Condenser & Coil	\$178.60	\$119.26	\$ 59.34	
A/C – Condenser Only	\$138.93	\$ 92.76	\$ 46.17	
Outdoor Combo Unit	\$277.82	\$185.52	\$ 92.30	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 3 – Fireplaces</b>				
Insert	\$158.74	\$106.00	\$ 52.74	
Direct Vent	\$178.60	\$119.26	\$ 59.34	
Zero Clearance	\$178.60	\$119.26	\$ 59.34	
Freestanding Vented	\$178.60	\$119.26	\$ 59.34	
Freestanding Direct Vented	\$178.60	\$119.26	\$ 59.34	
<b>Section # 4 – Venting</b>				
Liner (Any Size)	\$ 49.61	\$ 33.13	\$ 16.48	See Clarification
B-vent 1 story (Any Size)	\$ 79.38	\$ 53.00	\$ 26.38	”
B-vent 2 story (Any Size)	\$109.14	\$ 72.88	\$ 36.26	”
2 Pipe PVC Venting up to 30ft.	\$ 49.61	\$ 33.13	\$ 16.48	”
PVC venting per.ft. over 30 ft.	\$ 0.58	\$ 0.39	\$ 0.19	
<b>Section # 5 – Miscellaneous</b>				
Gas Line/ft	\$ 1.86	\$ 1.25	\$ 0.61	See Clarification
Electrical /ft	\$ 0.58	\$ 0.39	\$ 0.19	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 5 – Miscellaneous (continued)</b>				
Concrete Base for Combo Unit	\$119.08	\$ 79.51	\$ 39.57	See Clarification
Condensate pump	\$ 23.82	\$ 15.90	\$ 7.92	”
Relay	\$ 19.85	\$ 13.25	\$ 6.60	
Motor Upgrade w/ A/C	\$ 19.85	\$ 13.25	\$ 6.60	
2 circuit pony panel	\$ 39.70	\$ 26.51	\$ 13.19	See Clarification
Outdoor disconnect	\$ 11.92	\$ 7.95	\$ 3.97	”
Material Pickup (One per Job)	\$ 17.85	\$ 11.92	\$ 5.93	”
Lowboy Furnace Removal	\$ 30.18	\$ 20.15	\$ 10.03	”
Gravity Furnace Removal	\$103.18	\$ 68.90	\$ 34.28	”
Travel Beyond Established Area	\$ 22.34	\$ 14.92	\$ 7.42	”
Combination Style Tank (Side Tap)	\$ 4.92	\$ 3.17	\$ 1.75	”
Install Refurbished – All Tank type and tankless water heaters	\$ 4.92	\$ 3.17	\$ 1.75	
75 Gallon(s) and above, tank type water heaters	\$ 4.92	\$ 3.17	\$ 1.75	



Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 6 – Ductwork</b>				
Warm air (basement) – (R&R x 1/2)	\$ 19.85	\$ 13.25	\$ 6.60	See Clarification
Warm air (crawl) – ( R&R x 1/2)	\$ 27.79	\$ 18.56	\$ 9.23	”
Return air (basement) – (R&Rx 1/2)	\$ 29.76	\$ 19.88	\$ 9.88	”
Return air (crawl) – ( R&R x 1/2)	\$ 39.70	\$ 26.51	\$ 13.19	”
Trunk Line (basement) – (R&Rx 1/2)	\$ 67.48	\$ 45.06	\$ 22.42	”
Trunk Line (crawl) – (R&R x 1/2)	\$ 79.38	\$ 53.00	\$ 26.38	”
Plenum (Fabricate basement)	\$ 29.76	\$ 19.88	\$ 9.88	”
Plenum (Fabricate crawl)	\$ 39.70	\$ 26.51	\$ 13.19	”
Risers (Trunk to Outlet)	\$ 49.61	\$ 33.13	\$ 16.48	”
Extra duct over 25ft/ft	\$ 1.20	\$ 0.80	\$ 0.40	”
Canvas connector	\$ 9.92	\$ 6.64	\$ 3.28	”
Fitting (Fabricate)	\$ 11.92	\$ 7.95	\$ 3.97	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2019 to March 31, 2020			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 7 – Accessories items</b>				
New Humidifier w/ furnace	\$ 33.74	\$ 22.52	\$ 11.22	
New Humidifier Only	\$ 59.54	\$ 39.75	\$ 19.79	
New EAC w/ furnace	\$ 45.64	\$ 30.48	\$ 15.16	
EAC Only	\$ 99.23	\$ 66.26	\$ 32.97	
Reinstall existing Humidifier	\$ 17.85	\$ 11.92	\$ 5.93	See Clarification
Reinstall Existing EAC	\$ 19.85	\$ 13.25	\$ 6.60	”
New HEPA Filter with Furnace	\$ 69.45	\$ 46.38	\$ 23.07	
HEPA Filter Only	\$ 99.23	\$ 66.26	\$ 32.97	
UV Air Purifier with Furnace	\$ 39.70	\$ 26.51	\$ 13.19	
UV Air Purifier without Furnace	\$ 69.45	\$ 46.38	\$ 23.07	

No changes will be made to this Appendix unless mutually agreed between the Company and the Union. In the event a one off material issue is encountered in the field, the Installer shall contact the manager to resolve it.

**APPENDIX ‘B’ – Effective April 1, 2020  
INSTALLATION TASK RATES SCHEDULE**

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Home)</b>				
Fur – Upflow/Counterflow	\$242.90	\$162.20	\$ 80.70	
Fur – Upflow/Counterflow w/ A/C	\$418.79	\$279.66	\$139.13	
Fur – Horizontal	\$323.88	\$216.27	\$107.61	
Fur – Horizontal w/ A/C	\$485.79	\$324.39	\$161.40	
Fur – Gravity	\$323.88	\$216.27	\$107.61	
Outdoor Combo Unit	\$323.88	\$216.27	\$107.61	
A/C – Complete Condenser & Coil	\$202.41	\$135.17	\$ 67.24	
A/C – Condenser Only	\$161.91	\$108.12	\$ 53.79	
Evap. Coil w Upflow/Count.Fur.	\$ 56.66	\$ 37.84	\$ 18.82	
Evap. Coil w Hor. Fur.	\$ 64.78	\$ 43.26	\$ 21.52	
Air Handler	\$202.41	\$135.17	\$ 67.24	
HRV/ERV (Simplified Method)	\$202.41	\$135.17	\$ 67.24	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 1 – Retrofit (Existing Homes) continued</b>				
Wall heater/furnace	\$242.90	\$162.20	\$ 80.70	
Direct Vent wall heater	\$121.46	\$ 81.10	\$ 40.36	
Space heater	\$ 60.74	\$ 40.55	\$ 20.19	
Garage unit heater	\$141.71	\$ 94.62	\$ 47.09	
Drain, Remove, and Replace existing Fin Tube Boiler	\$398.95	\$266.39	\$132.56	
Drain, Remove, and Replace existing Cast Iron Boiler	\$558.56	\$372.97	\$185.59	
<b>Section # 2 – New Home Construction</b>				
Fur – Upflow/Counterflow	\$222.65	\$148.68	\$ 73.97	
Fur – Upflow/Counterflow w/ A/C	\$404.84	\$270.32	\$134.52	
Fur – Horizontal	\$283.38	\$189.23	\$ 94.15	
Fur – Horizontal w/ A/C	\$465.57	\$310.88	\$154.69	
A/C – (Only) Condenser & Coil	\$182.18	\$121.65	\$ 60.53	
A/C – Condenser Only	\$141.71	\$ 94.62	\$ 47.09	
Outdoor Combo Unit	\$283.38	\$189.23	\$ 94.15	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 3 – Fireplaces</b>				
Insert	\$161.91	\$108.12	\$ 53.79	
Direct Vent	\$182.18	\$121.65	\$ 60.53	
Zero Clearance	\$182.18	\$121.65	\$ 60.53	
Freestanding Vented	\$182.18	\$121.65	\$ 60.53	
Freestanding Direct Vented	\$182.18	\$121.65	\$ 60.53	
<b>Section # 4 – Venting</b>				
Liner (Any Size)	\$ 50.60	\$ 33.79	\$ 16.81	See Clarification
B-vent 1 story (Any Size)	\$ 80.97	\$ 54.06	\$ 26.91	”
B-vent 2 story (Any Size)	\$111.33	\$ 74.34	\$ 36.99	”
2 Pipe PVC Venting up to 30ft.	\$ 50.60	\$ 33.79	\$ 16.81	”
PVC venting per.ft. over 30 ft.	\$ 0.59	\$ 0.40	\$ 0.19	
<b>Section # 5 – Miscellaneous</b>				
Gas Line/ft	\$ 1.90	\$ 1.28	\$ 0.62	See Clarification
Electrical /ft	\$ 0.59	\$ 0.40	\$ 0.19	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 5 – Miscellaneous (continued)</b>				
Concrete Base for Combo Unit	\$121.46	\$ 81.10	\$ 40.36	See Clarification
Condensate pump	\$ 24.30	\$ 16.22	\$ 8.08	”
Relay	\$ 20.25	\$ 13.52	\$ 6.73	
Motor Upgrade w/ A/C	\$ 20.25	\$ 13.52	\$ 6.73	
2 circuit pony panel	\$ 40.49	\$ 27.04	\$ 13.45	See Clarification
Outdoor disconnect	\$ 12.16	\$ 8.11	\$ 4.05	”
Material Pickup (One per Job)	\$ 18.21	\$ 12.16	\$ 6.05	”
Lowboy Furnace Removal	\$ 30.78	\$ 20.55	\$ 10.23	”
Gravity Furnace Removal	\$105.25	\$ 70.28	\$ 34.97	”
Travel Beyond Established Area	\$ 22.79	\$ 15.22	\$ 7.57	”
Combination Style Tank (Side Tap)	\$ 5.02	\$ 3.23	\$ 1.79	”
Install Refurbished – All Tank type and tankless water heaters	\$ 5.02	\$ 3.23	\$ 1.79	
75 Gallon(s) and above, tank type water heaters	\$ 5.02	\$ 3.23	\$ 1.79	

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 6 – Ductwork</b>				
Warm air (basement) – (R&R x 1/2)	\$ 20.25	\$ 13.52	\$ 6.73	See Clarification
Warm air (crawl) – ( R&R x 1/2)	\$ 28.34	\$ 18.93	\$ 9.41	”
Return air (basement) – (R&Rx 1/2)	\$ 30.36	\$ 20.28	\$ 10.08	”
Return air (crawl) – ( R&R x 1/2)	\$ 40.49	\$ 27.04	\$ 13.45	”
Trunk Line (basement) – (R&Rx 1/2)	\$ 68.83	\$ 45.96	\$ 22.87	”
Trunk Line (crawl) – (R&R x 1/2)	\$ 80.97	\$ 54.06	\$ 26.91	”
Plenum (Fabricate basement)	\$ 30.36	\$ 20.28	\$ 10.08	”
Plenum (Fabricate crawl)	\$ 40.49	\$ 27.04	\$ 13.45	”
Risers (Trunk to Outlet)	\$ 50.60	\$ 33.79	\$ 16.81	”
Extra duct over 25ft/ft	\$ 1.23	\$ 0.82	\$ 0.41	”
Canvas connector	\$ 10.12	\$ 6.77	\$ 3.35	”
Fitting (Fabricate)	\$ 12.16	\$ 8.11	\$ 4.05	”

Description of Task	Total Task Pay Per Crew Effective			Comments
	April 1, 2020 to March 31, 2021			
	Team Rate	Senior Installer	Junior Installer	
<b>Section # 7 – Accessories items</b>				
New Humidifier w/ furnace	\$ 34.41	\$ 22.97	\$ 11.44	
New Humidifier Only	\$ 60.74	\$ 40.55	\$ 20.19	
New EAC w/ furnace	\$ 46.55	\$ 31.09	\$ 15.46	
EAC Only	\$101.22	\$ 67.59	\$ 33.63	
Reinstall existing Humidifier	\$ 18.21	\$ 12.16	\$ 6.05	See Clarification
Reinstall Existing EAC	\$ 20.25	\$ 13.52	\$ 6.73	”
New HEPA Filter with Furnace	\$ 70.84	\$ 47.31	\$ 23.53	
HEPA Filter Only	\$101.22	\$ 67.59	\$ 33.63	
UV Air Purifier with Furnace	\$ 40.49	\$ 27.04	\$ 13.45	
UV Air Purifier without Furnace	\$ 70.84	\$ 47.31	\$ 23.53	

No changes will be made to this Appendix unless mutually agreed between the Company and the Union. In the event a one off material issue is encountered in the field, the Installer shall contact the manager to resolve it.



Water Heater	Per Crew	Per Crew	Per Crew	Comments
	Effective April 15, 2018	Effective April 1, 2019	Effective April 1, 2020	
<b>Replacement/Installation</b>				
Conventional*	\$ 48.50	\$ 49.47	\$ 50.46	
Direct Vent*	\$ 48.50	\$ 49.47	\$ 50.46	
Power Vent*	\$ 48.50	\$ 49.47	\$ 50.46	
Power Direct Vent*^	\$ 48.50	\$ 49.47	\$ 50.46	
Electric	\$ 48.50	\$ 49.47	\$ 50.46	
New Tankless Installation	\$201.56	\$205.59	\$209.70	See Clarification
Tankless (Replacement) (All In)	\$ 48.50	\$ 49.47	\$ 50.46	”
<b>Conversions (Other Fuels to Gas)</b>				
Conventional with Venting*	\$ 77.58	\$ 79.13	\$ 80.71	
Conventional without Venting*	\$ 53.34	\$ 54.41	\$ 55.50	
Direct Vent with Venting*	\$ 87.31	\$ 89.06	\$ 90.84	
Direct Vent without Venting*	\$ 63.07	\$ 64.33	\$ 65.62	
Power Vent with Venting*	\$ 87.31	\$ 89.06	\$ 90.84	
Power Vent without Venting*	\$ 63.07	\$ 64.33	\$ 65.62	

Water Heater	Per Crew	Per Crew	Per Crew	Comments
	Effective April 15, 2018	Effective April 1, 2019	Effective April 1, 2020	
<b>Conversions (Other Fuels to Gas) (continued)</b>				
Power Direct Vent with Venting*	\$ 111.56	\$ 113.79	\$ 116.07	
Power Direct Vent without Venting*	\$ 87.31	\$ 89.06	\$ 90.84	
<b>Repair</b>				
Water Heater Repair	\$ 22.48	\$ 22.93	\$ 23.39	
Water Heater Repair with Part(s) Pick-up	\$ 33.45	\$ 34.12	\$ 34.80	See Clarification
Water Heater Preventive Maintenance**	\$ 3.66	\$ 3.73	\$ 3.80	
Delime Water Tank	\$ 49.94	\$ 50.94	\$ 51.96	
On-Site HVAC Preventative Maintenance Single**	\$ 14.62	\$ 14.91	\$ 15.21	
Standalone HVAC Preventative Maintenance Single	\$ 22.48	\$ 22.93	\$ 23.39	
On-Site HVAC Preventative Maintenance Combo**	\$ 21.43	\$ 21.86	\$ 22.30	
Standalone HVAC Preventative Maintenance Combo	\$ 29.22	\$ 29.80	\$ 30.40	

\* rate includes 10 feet each of gas and water.

^ Two pipe task to be taken when drilling a second hole

\*\* when performed in combination with a service task/installation task

**Installers are to take the task rate schedule applicable to their date of hire/entry into the classification.**

## CLARIFICATION

### Venting (Section 4)

**Liner (Any Size)** – Install liner as per manufacturers instruction and code requirements, connect to applicable appliances.

**B-Vent 1 story (Any Size)** – Install B vent as per manufacturers instruction and code requirements, connect to applicable appliances.

**B-Vent 2 story (Any Size)** – Same as above.

**2 Pipe PVC venting up to 30ft.** – Install vent pipe as per manufacturers instruction and code requirements, connect to appliance. If single pipe system is installed 50% of rate is applied.

### Miscellaneous (Section 5)

**Gas Line/ft** – any gas piping per ft. required above the 10 ft. allowance, which is included in the base furnace task rate.

**Electrical (excluding Control Wire)/ft** – Electrical wire required per ft. above the 10 ft. allowance included in the base furnace allowance or the 50 ft. allowance in the base A/C allowance.

**Tankless** – task rate is all in including 10 ft. gas & water, 2 pipe PVC venting up to 30ft, and Condensate Pump. Additional gas line and venting is taken per foot.

**Tankless (Replacement)** – Task rate is all in including all gas, water, electrical and venting work. Where a condensate pump is required, it shall be an additional task.

**Combination Style Tank (side tank)** – Install all side tap, combination style, tank type water heaters that provide domestic and heating (heat loop).

**Concrete Base for Combo Unit** – Fabricate a pad frame; pour concrete supplied by cement truck, level cement.

**Condensate pump** – Install and wire a new pump c/w drain hose to approved drain discharge location.

**2-circuit pony panel** – mount panel to wall beside main hydro panel, install appropriate breaker (s), wire back to main panel with appropriate sized breaker in main panel.

**Outdoor disconnect** – mount new disconnect to wall beside Condensing unit or Outdoor packaged unit, connect in line with power from main panel to the outdoor equipment.

**Material Pickup (One per job)** – When required to leave job site for a trip to the wholesaler for material normally stocked on truck or in warehouse, and required for the current days work. Only paid if it is necessary to leave the job site.

**Lowboy Furnace Removal** – Removal of lowboy furnace, which is too large to carry out of home in one piece. In these cases it is necessary to totally dismantle and carried the old unit out in several significant pieces. This does not apply to a lowboy, which can be removed with no more difficulty than a highboy furnace.

**Gravity Furnace Removal** – Dismantling and removal of Gravity Furnace and in many cases the immediate large round and square ducting normally associated with this type of system.

**Travel Beyond Established Area** – Travel from base location to a job site, or from one job site to another, which is beyond 50 km, one way.

**Water Heater Repair with Part(s) Pick-up** – When required to leave job site for a trip to the wholesaler for material not normally stocked on truck, and required to perform a service repair. Only paid if it is necessary to leave the job site.

## **Ductwork (Section 6)**

**Warm Air (basement) R&R x 1/2\*** – A supply air lead typically 5” or 6” in diameter, which includes, cutting of hole in floor, installation of floor boot, piping with damper, duct takeoff and floor register. If removing and reconnecting an existing lead the rate would be 50%.

**Warm Air (crawl) R&R x 1/2\*** – Same as above in a crawl space situation.

**Return Air (basement) R&R x 1/2\*** – A return air lead cut in floor or wall, joist liner, block ends, and floor/wall grill.

**Return Air (crawl) R&R x 1/2\*** – Same as above in a crawl space situation.

**Trunk Line (basement) R&R x 1/2\*** – Installation of a Main Supply or Return air trunk duct up to 25 ft. in length starting from a plenum take off.

**Trunk Line (crawl) R&R x 1/2\*** – Same as above in a crawl space situation.

**Plenum (Fabricate basement)** – The Layout, forming, assembly and installation of a Plenum.

**Plenum (Fabricate crawl)** – Same as above in a crawl space situation.

**Risers (Trunk to Outlet)** – A supply air lead as defined under “Warm Air” requiring to be run to a second floor level of the home.

**Extra duct over 25ft** – Supply or Return air trunk duct per ft. over the base of 25ft.

**Canvas Connector** – The layout, forming, assembly and installation of a canvas connector, where it is determined noise from vibration may be a problem.

**Fitting (fabricate)** – The layout, forming, assembly and installation of a Fitting.

## **Accessories Items (Section 7)**

**Reinstall existing humidifier** – Complete removal and re-installation of an existing customer owned humidifier.

**Reinstall existing EAC** – Complete removal and reinstallation of an existing customer owned electronic air cleaner.

## **General Items**

**Items included in the installation task rate are the following:**

- Driving to report base
- Loading material and equipment on vehicles or emptying vehicles of old equipment
- Breaks and lunch are included
- Fueling and cleaning truck
- Parts replenishment

**Items included in Hourly rates applying to Installers are the following:**

- Short term disability
- Meetings
- Training
- Quotes or estimates
- Truck repairs and breakdowns
- Vacation
- Recognized holidays
- Benefit calculations
- Bonus calculations
- Group RRSP calculations
- Bereavement
- Jury Duty

Installer earnings for the purposes of LTD calculations will be the average monthly earnings during the calendar year prior to date of disability

- Recognized holidays worked will be paid at task rate plus one half the hourly rate.
- In the event that an employee reports for work without having been notified not to report, he/she will be given a minimum of three (3) hours work at his/her hourly rate of pay.

**Callbacks:**

The Company and the Union will work together to eliminate installation callbacks due to substandard workmanship.

Wherever possible, the Company will assign the original installer(s) to fix any work that was substandard (including but not limited to; code violations, poor/sloppy workmanship, malfunctions due to installation, etc.). The installer(s) will not be compensated for this work. If other employees are assigned to fix the work, they will receive their applicable hourly wage. Local management will be responsible to address issues that Installers may raise associated with the administration of callbacks.

**APPENDIX “C”**  
**TEMPORARY & CONTINUOUS**  
**PART-TIME EMPLOYEES**  
**WAGES, HOURS OF WORK**  
**AND WORKING CONDITIONS**

1. The following provisions of this agreement apply to Temporary Employees and Continuous Part-Time Employees:
  - (A) Deduction of Union Dues – Article 3, Section 3.01.
  - (B) Reservation to Management – Article 5, All Sections.
  - (C) Special Articles of Working Apparel – Article 21, Section 21.02.
  
2. Additional provisions applying to Temporary Employees
  - (A) The Company will notify the Bargaining Unit in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.
  - (B) Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of 90 days of work in any 12 month period, commencing from the date of hire or commencement of employment in such period. Should a Temporary Employee not be terminated as provided above, he shall become a regular employee and the seniority date shall be dated back to the most recent date of hire.

Employees, who were employed as Temporary Employees, who are subsequently hired within a six (6) month period following termination, to fill a vacancy in the regular staff, will have the normal six (6) month probationary period reduced by the



amount of service completed as a Temporary Employee.

Upon completion of the Probationary period the employee's Company service date shall be dated back to the date of commencement of the Probationary period or the date of hiring to the vacancy in regular staff, whichever is applicable. For the purpose of establishing the individual's Union seniority date, such employees will be granted a maximum of 6 months' credit for service as a Temporary Employee.

(C) Hourly Temporary Employees will be paid the Probationary rate of pay for the classification for which they are employed as provided in Appendix "A" of the collective agreement.

**(D) HOURS OF WORK**

Temporary Employees will work in accordance with the hours specified for Regular Employees.

**(E) OVERTIME**

The Company will pay overtime rates for Temporary Employees at the applicable overtime rate specified in Article 14, Section 14.01 of the collective agreement.

**(F) GRIEVANCE PROCEDURE**

Temporary Employees will be entitled to the provisions of Articles 7 and 8 of the collective agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

3. Additional provisions applying only to Continuous Part-Time Employees.

(A) Continuous Part-Time employees will be integrated in the seniority list for regular full time employees. Seniority shall be computed from the date of hire after having completed a probationary period of one-thousand forty (1040) hours worked.

(B) (i) Hourly Continuous Part-Time Employees will be paid the rate of pay for the classification in which they are employed as provided in Appendix "A" of the Collective Agreement. Progression will be limited to and within those classifications listed in Appendix "A" and under normal circumstances, progression within the classification and from one classification to another will be in accordance with such progression based on actual hours worked providing also that the employee meets the qualifications of such classifications in the line of progression.

(ii) Continuous Part-Time Employees will be paid a rate of pay in accordance with the grade established for the job subject to the hours actually worked.

In circumstances where the content of the job substantially differs from that of regular employees in the same job, the appropriate grade level will be proposed to the local Bargaining Unit representatives of the Job Evaluation Committee for agreement. Should agreement not be reached at the local level, the local representatives may request review by the Job Evaluation Committee in order to determine the grade of the job.

(C) Scheduling of daily starting times, the minimum or of such days of work for Continuous Part-Time Employees shall be at the discretion of management.

**(D) OVERTIME**

Overtime rates shall be paid for all hours worked in excess of forty-four (44) hours per week.

**(E) GRIEVANCE PROCEDURE**

Continuous Part-Time Employees will be entitled to the provisions of Articles 7 and 8 of the Collective Agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

(F) Continuous Part-Time Employees will be eligible for participation in the UNIFOR New Members' Orientation Program as set out in Article 2, Section 2.08.

(G) Continuous Part-Time Employees will be provided with a safety footwear allowance in accordance with Article 21, Section 21.01.

**(H) *This Section applies only to hourly employees.***

Hourly Continuous Part-Time Employees will receive vacation with pay on the basis of a Continuous Part-Time Employee's normal scheduled weekly hours times his/her straight time rate and shall be granted subject to the following:

(i) Upon satisfactory completion of probation new Continuous Part-Time Employees shall be entitled to vacation with pay on the basis of one (1) part-time day for every thirty-six (36) calendar days of Continuous Part-Time employ which they were hired. For Continuous Part-Time Employees who complete the probation in the second calendar year of employment, earned vacation entitlements will be taken at that time or shortly following the time after

completion of probation. Such vacation entitlements may not be added to, and taken with, future vacation entitlements.

- (ii) During the second year and up to and including the calendar year in which two (2) years of Continuous Part-Time service are completed, each Continuous Part-Time Employee will be entitled to two (2) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.
- (iii) During the calendar year in which seven (7) years of Continuous Part-Time Service are completed and during each succeeding year of continuous service, each Continuous Part-Time Employee will be entitled to three (3) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

**APPENDIX “D” INSTALLERS  
WAGES, HOURS OF WORK  
AND WORKING CONDITIONS**

1. The following provisions of this agreement apply to Installers:

**“Installers”** shall mean those employees performing service and installation work, normally paid on a task rate basis.

- A) Definitions – Article 1, Section 1.04(c), 1.05(a).
- B) Recognition – Article 2, All Sections.
- C) Deduction of Union Dues – Article 3, All Sections.
- D) No Strikes, No Lock Outs – Article 4, Section 4.01
- E) Reservation to Management – Article 5, All Sections.
- F) Representation – Article 6, All Sections.
- G) Grievances Procedure – Article 7, All Sections.
- H) Arbitration – Article 8, All Sections
- I) Seniority – Article 9, excluding 9.04(a), 9.04(f)(ii), 9.04(g).
- J) Job Posting and Filling of Vacancies – Article 10, Section 10.01-10.05, and 10.07.
- K) Wages and Job Progression – As outlined in Item 2. (A) below.
- L) Overtime – Article 14, Section 14.03.
- M) Holidays – Article 17, Section 17.01, and Item 2. (B) below (17.02 and 17.04 revised).
- N) Vacation – Article 19.03, Sections 19.02, and 19.04. See Item 2. (E) below for specifics of vacation entitlement.

- O) Employee Benefits – Article 20.01 (a) and (b), 20.02, 20.03 and 20.04.
- Q) Clothing, Tools, and Equipment – Article 21.01, 21.02, 21.03 and 21.05
- R) Safety and Health – Article 22, All Sections.
- S) Leaves of Absences – Article 23, All Sections.
- T) General – Article 24, All Sections.
- U) Term of Agreement – Article 25

**2. Additional provisions applying to Installers.**

- (A) Wages – as specifically laid out for installers in Appendix “A” and “B”.
- (B) Holidays

17.02 All hourly and installation employees are entitled to holiday pay, equal to their normal shift hours at their hourly rate, for the recognized holiday as provided for in Section 17.01 (a) and (b) subject to the following conditions:

- (a) When a recognized holiday listed herein falls within a hourly and installation employee’s vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day’s pay in lieu thereof. Such option shall be made known to the employee’s supervisor at least thirty (30) days preceding the recognized holiday.
- (b) An hourly and installation employee will not be paid for a recognized holiday unless he works his last scheduled day immedi-

ately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Article 20, bereavement leave as provided for in Article 23, Section 23.03, jury duty as provided for in Article 23, Section 23.04, or written authorization from management.

- (c) In the event that a recognized holiday falls during a period of absence from work for which an hourly and installation employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Worker's Compensation, insured sick pay will be paid for the holiday to the extent appropriate under the sick pay provisions.
- (d) Payment for a holiday will not be made to an hourly and installation employee on leave of absence without pay, unless such hourly and installation employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.
- (e) Holiday pay will not be paid to hourly and installation employees who are scheduled to work on a recognized holiday and do not report for work, or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

18.04 Employees required to work on a recognized holiday as provided for in Section 17.01 (a) and (b), shall be paid at the rate of full task plus 0.5 of the hourly rate for

all hours worked. This payment will be in addition to either the holiday pay provided for in Section 17.02 or the corresponding time off with pay providing the employee receives approval from management prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 17.02.

### C. Personal Paid Days

All hourly and installation employees who have completed their probation are entitled to eight (8) hours pay at their hourly rate for the scheduled personal paid days off as provided for in 18.01 (b) and 18.01 (c) subject to the following conditions:

- (i) A hourly and installation employee will not be paid for a scheduled paid personal day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled paid personal day off, except where such absence is due to illness as provided for in Article 20, bereavement leave as provided for in Article 23, Section 23.03, jury duty as provided for in Article 23, Section 23.04.
- (ii) In the event that a scheduled paid personal day off falls during a period of absence from work for which a hourly and installation employee is receiving pay under the Sick Pay Benefit Plan, or is receiving Worker's Compensation, insured sick pay will be paid for the scheduled paid personal day off to the extent appropriate under the sick pay provisions.



(iii) Pay for scheduled paid personal days off will not be paid to hourly and installation employees who are subsequently scheduled to work on a scheduled paid personal day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.

(iv) Employees required to work on a scheduled paid personal day off as provided for in Section 18.01 (b) shall be paid at the rate of full task. This payment is in addition to scheduled paid personal days off with pay as provided for in Section 18.01 (d).

D. Hourly and installation employees who are employed less than a full year shall be granted the appropriate paid personal days off for that calendar year on a prorated basis.

E. Vacation

Installers are entitled to annual vacation time off as set out below. Vacation is with pay for a maximum of three weeks. Vacation time taken up to the maximum will be paid at the Installer's hourly rate, calculated at eight hours per vacation day. After year end, employees will receive the difference between the hourly vacation pay already received, and 4% of total earnings, if one exists.

(a) Two (2) weeks' vacation after completion of one (1) or more years' continuous service.

(b) Three (3) weeks' vacation after completion of seven (7) or more years continuous service.

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**LETTER OF UNDERSTANDING #1**  
**GTA Only Premium**

December 7, 2014

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: GTA Only Premium**

Effective December 7, 2014, the employer agrees to provide a “GTA only” premium to employees covered under this agreement in the amount of two percent (2%) only of regular base earnings including pay for vacation, statutory holiday, meeting time and task earning for installers. This premium shall not be pyramided with other premium payments including overtime, shift bonus, call-out and standby payments and for clarification, does not apply to RRSP or bonus payments.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #2**  
**Summer Students**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Summer Students**

This Letter of Understanding will confirm the Company's intentions regarding the employment of certain students for summer employment opportunities in the areas of the Company represented by Unifor which may exist from time to time as conditions allow.

The company shall give preference for summer employment opportunity to the sons and daughters of employees and retirees of the Company who are currently attending university or college full time and who will be returning to full time attendance at university or college in the Fall.

Students employed in these areas will be hired and paid in accordance with the provisions of Article 24, Section 24.06 of the Collective Agreement.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #3**  
**Air Conditioning Apprenticeship Program**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Air Conditioning Apprenticeship Program**

During the 2015-2018 negotiations to renew the existing collective agreement, the parties agreed to participate in the Air Conditioning Apprenticeship Program in accordance with the following requirements:

The Employee:

1. Has progressed to Installer or Technician
2. Has occupied their current position for a period of no less than six (6) months.
3. Has applied and has been accepted into the Apprenticeship Program.
4. Has consistently operated in a manner consistent with the values of the Company.
5. Will cover all cost associated with the Apprenticeship Program with the exception of the cost outlined under the Company.
6. Will return all Company property and equipment during school terms.

The Company:

7. Will post a vacancy for an Apprenticeship in accordance with Article 10.

8. Will evaluate for approval, requests to attend school, subject to business needs being met and considering future crewing needs. Approval by the Company will not be unreasonably withheld.
9. Will act as the sponsor of the employee and indenture the employee for the entire apprenticeship program provided the Apprentice remains an employee of the Company.
10. Will sponsor the employee with the greatest seniority that has demonstrated strong technical skills, customer service and company metrics.
11. Will layoff the employee for the period of time they attend school.
12. Will provide benefits coverage during the school term with the exception of STD and LTD coverage.
13. Will reimburse for course tuition fees one year after successful completion of the school term provided the employee remains in good standing with the Company.
14. Will accommodate the use of banked overtime, PPD and vacation time in compliance with Canadian Employment Insurance requirements, in order for the employee to maximize their pay while at school.
15. Will accumulate the employee's Company seniority during the school term or layoff period.

Should the Company's participation in the Apprenticeship Program cease at the end of the term of this Agreement, the Company will continue to honour Item 8 for the entire term of the employee's Apprenticeship.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #4**  
**Continuous Part-Time Employees**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Continuous Part-Time Employees**

During the 2015-2018 negotiations for renewal of the existing Collective Agreements, the manner of the use of Continuous Part-Time employees and the inclusion of such employees in this bargaining unit was discussed. The purpose of this letter is to indicate the manner in which Continuous Part-Time employees would be utilized.

Continuous Part-Time employees will normally be used during peak periods and to meet the Company's requirements in order to provide a more efficient operation. Continuous Part-Time employees will normally work twenty-four (24) hours per week or less except where used when replacing absent employees, or when temporarily filling a vacant role, and during emergencies. Should a Continuous Part-Time employee be required beyond 24 hours as a replacement, or in a vacant role, or for an emergency, the local Union will be consulted regarding the facts of the situation including the hours worked.

Continuous Part-Time employees will be provided with vacation and public holidays in accordance with the regulations of *the Employment Standards Act, S.O., 2000*, as amended. Effective April 7, 2015, Continuous Part-Time Employees will be entitled to pay for the Civic Holiday. Such pay will be based on the employee's daily regular hours of work.

During the term of the negotiated agreements, the parties agree to meet and discuss any concerns which may arise with respect to Continuous Part-Time employees.

Yours truly,

A handwritten signature in black ink, appearing to read 'R Shamji', written in a cursive style.

Rahim Shamji

Manager, Labour Relations



**LETTER OF UNDERSTANDING #5**  
**Disciplinary Records**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Disciplinary Records**

This letter is to confirm an understanding reached between the Company and the Union in respect to the disciplinary record of employees.

The Company gives an undertaking not to use the disciplinary record of an employee which exceeds a three (3) year period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #6**  
**Full-Time to Part-Time Roles**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Full-Time to Part-Time Roles**

During the 2015-2018 negotiations for renewal of the existing Collective Agreements, the parties reached an understanding regarding regular full-time roles which may become redundant and subsequently designated as a Continuous Part-Time role.

In those situations described above, the redundant full-time employee may choose to fill any vacant role within the bargaining unit for which they qualify; to exercise his/her seniority rights in accordance with the Collective Agreement; or to remain in his/her role at the normal rate of pay for such role for up to three (3) months after the date the role was scheduled to become redundant.

Should a vacancy occur in the regular full time staff within this three (3) month period and after the posting procedure has been completed, the redundant employee may elect to fill such a vacancy subject to meeting normal qualifications of the role. Such employees shall be paid not less than his regular rate of pay for the job which he occupied immediately prior, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to the employee's current step in the grade of the job.

Following completion of the three (3) month period, the redundant employee would then exercise his/her seniority rights in accordance with the provisions of the Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'R Shamji', written in a cursive style.

Rahim Shamji

Manager, Labour Relations

**LETTER OF UNDERSTANDING #7**  
**Progression Examinations**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Progression Examinations**

During the 2015-2018 negotiations, the Union and the Company discussed principles governing progression examinations. It was agreed that the existing progression process would be included in the agreement. It is as follows:

1. Examinations for progression will be based on the subject matter that is relevant to the duties performed by the classification.
2. Employees required to write progression examinations will be provided training and/or field exposure on the subject matter covered by the examinations. This preparation will be to a minimum standard established for the classification.
3. The employee will be responsible to inform the Company in writing of their desire to challenge the examination, if they are eligible.

Progression examinations shall be scheduled on a twice-annual basis. Increases will become effective upon successful completion of the progression examination, and upon satisfying all qualifications as outlined in Appendix A.

Should the Company fail to schedule an examination or fail to offer an examination within ninety (90) days of an employee applying to challenge the examination, the chal-

lending employee will have their progression pay increase, when they do successfully complete the examination, made retroactive to the 90th day of their original application to their manager – if the employee meets the other qualification as outlined in Appendix A.

In future, should an employee be unsuccessful in passing a progression examination that employee may resubmit to their manager to challenge the exam again following the existing process established in this letter.

Yours truly,

A handwritten signature in black ink, appearing to read 'RS Shamji', written in a cursive style.

Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #8**  
**Progression Communications**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Progression Communications**

During the 2015 collective agreement renewal negotiations, the Union and the Company agreed there is a need to clarify the Progression process, and the associated opportunities and accountabilities that exist. To address this need:

1. In general, the Company indicated that the process involves joint accountability between employees and management. If an employee believes that he or she is interested in applying for a different job in the future, the employee must notify the Manager who will evaluate the opportunity for the employee to challenge the applicable progression exam in line with the applicable Letter of Understanding. In other words, employees may challenge a progression exam in advance of a job opportunity posting so that they are proactively preparing themselves for career development.
2. **Employer Responsibilities Include:**
  - a. Participate in constructive discussion with his or her employees about career development opportunities.
  - b. Provide training and/or field exposure on the applicable subject matter covered by the examinations to an employee who is serious and eligible.

**3. Employee Responsibilities Include:**

- a. Consider whether he or she is seriously interested in moving to a different position within the Company.
  - b. Constructively discuss the opportunities that exist with his or her Manager either during a performance review or at any point throughout the year.
  - c. Based on these discussions, notify their Manager in writing of their desire to challenge an examination, if they are eligible.
  - d. Commit to the training and/or field exposure provided by the Company and take the necessary initiative to successfully pass the training.
4. Should a case arise where an employee has informed his or her Manager in writing of his or her desire to challenge an examination, management agrees to allow this person an accelerated exam proctoring that must occur within seven days of the posting coming down if:
- a. they are eligible for the posting;
  - b. they have not, as of yet, been provided the opportunity to challenge the exam;
  - c. a posting for a vacancy comes up in the Class to which they have requested to challenge;
  - d. they bid for the posting; and
  - e. they are the most Senior person bidding.

The existing Collective Agreement provisions continue to apply including Appendix “A” and the relevant Letter of Understanding on Progression Examinations.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #9**  
**Alternate Work Schedules**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor 5915  
Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce :

**Re: Alternate Work Schedules**

During the 2015-2018 negotiations for the renewal of the existing Collective Agreements, the Company and the Union confirmed the ongoing interest in developing alternate work schedules that would better serve the needs and interests of our customers.

In response to the Union's concern regarding obstacles to implementation of alternate work schedules, the Company agrees to the following:

- (i) alternate work schedules will be jointly developed and agreed to locally.
- (ii) employees working on an alternate work schedule (e.g. 10 or 12 hours) will be paid for recognized holidays, bereavement and jury duty according to the regularly scheduled hours of the alternate work schedule (e.g. 10 or 12 hours).

Yours truly,



Rahim Shamji  
Manager, Labour Relations



**LETTER OF UNDERSTANDING #10**  
**Workforce Adjustments**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Workforce Adjustments**

During the 2000-01 negotiations to renew the Collective Agreements between the parties, as a result of the Union proposal on job and bargaining unit security, the parties reviewed the then current provisions of the agreements and Letters of Intent, designed to protect the rights of employees in the event of a workforce adjustment. The Company indicated that although there are no immediate plans to alter the workforce, it is acknowledged that it is not possible to predict the future.

In this context, and in recognition of the concerns expressed by the Union, the Company agreed that should a condition develop whereby it is determined by management that within a 30 day period, a significant workforce reduction is required, the Company will review the situation with the Union with a view to discussing the alternatives and reaching agreement on how the reduction can best be implemented to ensure a minimum impact on the employees involved. For clarity, a significant workforce adjustment would be limited to the closure of a branch, the discontinuance of work, the transfer of work, or indefinite layoffs of bargaining unit employees in excess of 50% of any one classification at the affected location.

Should there be no agreement within 30 days of the commencement of these discussions, the Company will utilize

layoff or other procedures as provided in the Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'R Shamji'. The signature is written in a cursive style with a large initial 'R'.

Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #11**  
**Banking of Overtime Hours**

April 11, 2018

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Banking of Overtime Hours**

During the 2018-2021 negotiations, the Company and the Union confirmed its interest in continuing the practice of banking overtime.

It was agreed that banking overtime would continue under the following terms and conditions.

- (i) employees will have the option of being paid for overtime hours worked at the applicable overtime rate or being paid for overtime hours worked at their regular rate of pay and banking the overtime portion of the hours at the rate of one-half (1/2) hour for each hour worked on overtime.
- (ii) the number of banked hours must not exceed one hundred and sixty (160) hours at any time.
- (iii) the unused banked hours earned between January 1st and December 31st of the previous year, will be paid out in full on the first pay following April 1st of each year. Employees will be paid at their regular rate of pay for these hours.
- (iv) When an employee moves to another classification or changes branch location for any reason including but not limited to promotion, transfer, demotion, exercise of bumping, etc. shall have their banked time paid out on

the first pay following the movement at their rate earned prior to the change.

- (v) employees must receive prior management approval to take time off using banked overtime hours. When approval is given, the employee will be paid for the scheduled time off at his/her regular rate of pay.

Yours truly,



Rahim Shamji

Manager, Labour Relations

**LETTER OF UNDERSTANDING #12**  
**Labour/Management Meetings**

April 7, 2015

Mr. Bruce Teran  
National Representative, Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Bruce:

**Re: Labour/Management Meetings**

During the 2015-2018 negotiations to renew the existing collective agreement the Company and the Union expressed a desire to improve communication and working relations through regular meetings. It was, therefore, agreed that labour/management meetings would be conducted on a quarterly basis in an effort to accomplish this goal.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #13**  
**Hydronic Installations**

April 11<sup>th</sup>, 2018

Mr. Bruce Teran  
National Representative  
Unifor Local 1999  
5915 Airport Rd, Suite 510  
Mississauga, Ontario  
L4V 1T1

Dear Bruce:

**Re: Hydronic Installations**

During the 2018 – 2021 negotiations, the Company and the Union confirmed its interest to formalize the agreement on Hydronic Installations.

It was agreed that when the install team is performing installation work pertaining to a Hydronic system including running water and gas piping their hourly rate will be as follows:

- a. Senior Installer – Class 1 HVAC Technician Rate  
(up to December 31, 2018)  
– Effective January 1, 2019 – \$40.00
- b. Junior Installer/Helper/Junior Installer Technician  
– Water Heater Installer hourly rate

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING #14**  
**Plumber/Electricians with Air Conditioning Licenses**

April 11<sup>th</sup>, 2018

Mr. Bruce Teran,  
National Representative,  
Unifor Local 1999  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

Dear Bruce:

**Re: Plumbers/Electricians**  
**with Air Conditioning Licenses**

This will confirm our commitment regarding the Multi-Trade Journey-person\* during the 2018 negotiations. The following conditions apply to this classification:

1. The company agrees to pay a premium of \$1.00 for technicians holding the 313A/D license along with a Plumbing License (306A) and or an Electricians License (309A/C);
2. The number of persons in this role will not exceed 50% of the all combined Bargaining Units, rounded up;
3. A maximum of 35% of their time will be spent performing diagnostic and repair work, outside their current role;
4. There shall be no reduction in staffing levels with respect to Service Technicians or Installers as of April 1<sup>st</sup>, 2018, as a result of this initiative prior to March 31, 2021;
5. Notwithstanding article 22.05, for Multi-Trade Journey-person\*, the Company agrees to provide tools, as required, to perform the installation, repair and preventive

maintenance of equipment needing to perform work on.  
Tool issuance is solely at the discretion of management;

6. Following the one-time issue of tools noted above, the parties agree to abide by existing article 21.05;
7. Multi-Trade Journeyperson\* Team Members shall be required to be on Stand By at the discretion of management;

\* 313A/D + 309A/C and/or 306A

Yours truly,

A handwritten signature in black ink, appearing to read 'RS Shamji', written in a cursive style.

Rahim Shamji  
Manager, Labour Relations



## LETTER OF UNDERSTANDING #15

### Loss of Driver's License

April 11<sup>th</sup>, 2018

Mr. Bruce Teran  
National Representative  
Unifor Union Local 1999  
5915 Airport Rd, Suite 510  
Mississauga, Ontario  
L4V 1T1

Dear Bruce:

#### **Re: Loss of Driver's License**

The Company and the Union agree that the suspension of an employee's driver's license in most cases reduces the employee's ability to perform his or her regular job duties. In such cases, it is expected the employee will immediately report the driver's license suspension to his or her supervisor.

Each case will be reviewed locally, on its own merits, to determine if adjustments to work assignments may be made in an effort to maintain the employee's normal rate of pay, or minimize any pay reduction. However, where it is not practical or reasonable to do so, the Company may assign the employee to other duties if available and the employee's rate of pay will be adjusted to the level of duties being performed.

Yours truly,



Rahim Shamji  
Manager, Labour Relations

# NOTES



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