

COLLECTIVE AGREEMENT
BETWEEN
ESSENTIAL HOME SERVICES



enercare™

and

UNIFOR



UNIFOR

Local 975

APRIL 1, 2017 TO MARCH 31, 2020

**Combining Part-Time and Full-Time
Agreements**

The parties agree that by combining the Full-Time and Part-Time Agreements, the Part-Time employees will not be eligible for any Articles that have not been negotiated during the 2011 Collective Agreement bargaining process.

(PT) following an article denotes applicable to Part-Time clerical employees.

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ARTICLE 1

RECOGNITION

1.01 Enercare Home Services, a division of Enercare Inc. hereinafter referred to as the Company recognizes Unifor Local 975, hereinafter referred to as the Union, as the sole bargaining agent for: all clerical and laboratory employees, save and except Niagara Region non-operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resource, Budget, Regulatory Affairs and Corporate Affairs departments, and clerical persons who normally work twenty-four (24) hours per week or less in the central region of Enercare Home Services.

All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

1.02 All clerical employees of Enercare Home Services a division of Enercare Inc. who work 24 hours a week or less in the central region save and except supervisors, those above the rank of supervisor, residential or commercial sales associates, energy management consultants, account associates, secretaries to department managers and those employees in the Human Resource, Budget, Regulatory Affairs and Corporate Affairs groups. (PT)

ARTICLE 2

HEALTH & SAFETY

- 2.01 First Aid kits shall be supplied by the employer in all vehicles and company offices. All safety equipment shall be properly maintained by the employee. (PT)
- 2.02 Regular health and safety meetings will take place in each district and the minutes of the meetings will be provided to the Union. (PT)
- 2.03 Company/Union Joint Health and Safety meetings will occur every ninety (90) days. (PT)
- 2.04 The Union Safety representatives may request meetings with Company Safety representatives and, sufficient notice having been given; such meetings shall be held as soon as possible thereafter. Either party or both parties may make recommendations to their principals and pass on information resulting from these meetings. (PT)
- 2.05 The Company and the Union recognize the importance of a strong commitment to the Health and Safety of its workforce and therefore agree and commit to the following: (PT)
- (a) Compliance with a standard that, as a minimum, meets all applicable laws and regulations as of April 1998, and reflect applicable industry standards.
 - (b) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
 - (c) The elimination of the source of dangers to the health, safety and physical well-being of its employees is of paramount importance.

- (d) That procedures are in place to ensure the efficient delivery of, and accessibility to, Health and Safety training.
- (e) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.
- (f) That unacceptable performance of health and safety responsibilities will not be tolerated.
- (g) Development and communication of a Safety Management System.

2.06 The Company and the Union also recognize the Importance of Joint Health and Safety Committees comprised of knowledgeable employees, to achieve these commitments and agree to ensure that the committees have the necessary support to fulfill their role. (PT)

2.07 A list of districts with names and certifications shall be supplied to the Union and updated as necessary. (PT)

ARTICLE 3

RESERVATIONS TO MANAGEMENT

- 3.01 The Union recognizes the right of the Company to operate and manage its (the Company's) business in all respects. (PT)
- 3.02 The right to hire, manage the working force and maintain order and efficiency is the exclusive responsibility of Management provided there is no conflict with the terms of this Agreement. (PT)
- 3.03 The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided. (PT)

ARTICLE 4

STRIKES OR LOCKOUTS

- 4.01 The Union and the Company recognize their respective responsibilities to the customer constantly being served by the Company and, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any way with the operations of the Company during the term of this Agreement. (PT)

ARTICLE 5

CHECK-OFF OF UNION DUES

- 5.01 The Company agrees that a check-off of the Union dues shall be made on a weekly basis from the salary of all Union members and that dues will commence from the first week of employment for all new employees. (PT)
- 5.02 The Union shall notify the Company of the amounts of dues on the effective date of this Agreement. Such amounts shall be subject to change at the request of the Union once each three (3) month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one (1) week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the treasurer of the Union. Such deductions will be remitted into the Unions account. (PT)
- 5.03 Upon not less than thirty (30) days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three (3) month period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Union's account within one (1) week of the deduction. (PT)

ARTICLE 6

UNION SECURITY

- 6.01 Employees covered by the terms of this agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this agreement. (PT)
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as the office is held, to a maximum leave of two (2) years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former position that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work. (PT)
- 6.03 Members of the Union when delegated or elected to transact bona fide business pertaining to the Local Union, shall upon written application therefore made at least forty-eight (48) hours prior, be granted time off without pay. (PT)
- 6.04 With respect to business pertaining to the Union leaves will be granted provided fourteen (14) days' notice given. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to agree on alternate arrangements, said leaves of absence shall not be withheld. If a substitute is agreed upon as an alternate arrangement the substitute shall receive the same pay as the absent employee would have received. There is commitment not to interfere with operations. (PT)

ARTICLE 6
UNION SECURITY (CONT'D)

- 6.05 The Company agrees that no employee shall suffer loss of normal salary while attending Company - Union meetings. (PT)
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement. (PT)
- 6.07 The company recognizes the Local Union shall require a full-time officer. (PT)
- 6.08 The Company shall recognize stewards, appointed or elected by the Union. The Union shall provide an up-to-date list. (PT)
- 6.09 In lieu of access to bulletin boards, the Company will pay the Union \$2,400 per year (paid in two payments – January and July), to enable Union mailings of materials which would otherwise be posted on bulletin boards.
- 6.10 The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf. (PT)
- 6.11 Employees shall have the right to have a steward present at any meetings with management that could result in discipline or discharge.

When management requires a formal interview with an employee in order to establish the facts of any given case, which may result in discipline, the employee concerned will have the right to request a union steward, in accordance with Article 6.10 of the collective agreement. (PT)

ARTICLE 7

NEGOTIATING COMMITTEE

- 7.01 The Company agrees that a Negotiating Committee not to exceed eight (8) in number, selected by the Union, shall be recognized as the authorized representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of Unifor the Union. (PT)

ARTICLE 8

DURATION OF AGREEMENT

- 8.01 The agreement shall become effective on April 1, 2017 shall remain in effect till March 31, 2020 and thereafter shall continue in effect until one (1) party hereto notifies the other party within sixty (60) days of the anniversary date of this agreement or any extension thereof that such party elects to modify or amend this agreement.
(PT)
- 8.02 Should this agreement be allowed to continue in effect automatically after March 31, 2020 any or all of its provisions may be terminated at any time thereafter on two (2) month notice by either party thereto, negotiations commencing no sooner than ten (10) days and no later than thirty (30) days from the date of such notice.
(PT)
- 8.03 All appendices to this agreement shall form part of this agreement

ARTICLE 9

NEW EMPLOYEES

- 9.01 New employees shall be considered to be on probation until they have completed three (3) months of continuous service. Probationary employees have no rights under the collective agreement except for hours of work and rates of pay and statutory holidays. This three (3) month period may be extended by a maximum of three (3) months by mutual agreement in writing between the Company and the Union. The Company will notify the Union in writing of any termination of a probationary employee. (PT)
- 9.02 **New Employee Orientation**
- The Employer agrees that the Local Chief Steward or designate shall be given the opportunity to meet new employee(s) prior to the completion of 12 weeks employment. Such a meeting will be held at the new employee's normal work location and shall not exceed one hour. The Manager will make arrangements for such a meeting at a time mutually agreed upon. The Union Representative shall not be deducted any pay for time so spent. The Employer agrees to notify the Local Unit Chair of any new bargaining unit employee(s) hired the previous month. (PT)
- 9.03 The Company will provide a copy of the collective agreement to a new employee at commencement of employment. (PT)

ARTICLE 10

SENIORITY

- 10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company. (PT)
- 10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company. (PT)
- 10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining Unit, unless otherwise negotiated.
- Existing Part Time Employees will be placed in the seniority list based on their entry into the Bargaining Unit. They will be placed in order of their years of service with the Company with respect to Job Postings and Layoff. (PT)
- 10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate. (PT)
- 10.05 Seniority shall be lost for any of the following reasons: (PT)
- (a) the employee voluntarily leaves the employ of the Company;
 - (b) if the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
 - (c) in the event of a lay-off for a period of twenty-four (24) consecutive months;
 - (d) If an employee voluntarily leaves Local

ARTICLE 10

SENIORITY (CONT'D)

975 for a period of twenty-four (24) consecutive months; Note: employee does not continue to accumulate seniority during the period of voluntary leave.

- (e) Is absent from work for a period of ten (10) working days without satisfactory notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after five (5) days of no report.

- 10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation. (PT)
- 10.07 A seniority list shall be posted showing Company service and identifying seniority, on all bulletin boards and a copy sent to the Union. This list shall be revised every six (6) months. (PT)
- 10.08 When a new company is acquired by Enercare the employees that join the company will all have the purchase date as their union seniority date. They will be placed in order of their years of service with their former company on the seniority list to create a list with respect to job postings and layoff. (PT)

ARTICLE 11

JOB POSTINGS & MOVEMENT OF STAFF

- 11.01 When a vacancy in a permanent job occurs it will be posted for a period of seven (7) days. A copy of this posting will be supplied to the secretary of the Union. (PT)
- 11.02 When a permanent vacancy exists in the service classification, the Company shall fill the vacancy as follows;
1. When there is a requirement to post for a HVAC technician or advanced apprentice (4th or 5th year) the Company will:
 - (a) Post the Job Vacancy Company wide. where qualifications are equal, the applicant with the most seniority shall be awarded the position.
 - (b) If no appropriate candidate is found, then the Company will hire externally.
 2. When there is a requirement to post for a HVAC apprentice (1st, 2nd or 3rd year) the Company will:
 - (a) Post the Job Vacancy Company wide. where qualifications are equal, the applicant with the most seniority shall be awarded the position.
 3. When there is a requirement to post for a Maintenance Technician, Lead Installer, Service Technician, or Installer the Company will:
 - (a) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
 - (b) If no appropriate candidate is found, then the Company will hire externally.
- 11.03 When a permanent full-time or part-time vacancy exists in the Clerical classification, the Company shall fill the vacancy as follows; (PT)

ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF
(CONT'D)

- (a) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
- (b) Any unsuccessful applicant, whose seniority is greater than the successful applicant has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven (7) calendar days following written notice that the applicant was not accepted. Such a period of demonstration will be no more than fifteen (15) working days. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. Any unsuccessful applicant shall, upon request, have a meeting to provide constructive, verbal feedback, explaining the reasons they were not accepted.
- (c) If no appropriate candidate is found, then the Company will hire externally.

11.04

- (a) Full-time employee who bid on a job vacancy under Article 11 and are the successful applicant will not be considered on a subsequent job vacancy in a different classification for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Union. There is no restriction for these employees to bid on a job vacancy, in their current classification, in a different location.

ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF
(CONT'D)

- (b) Employees on a formal performance improvement plan will not be eligible to apply for any position until the formal performance plan and expectations have been met and/or removed from their file unless otherwise mutually agreed to by the Company and the Union.

11.05 A Temporary position shall be defined as one which shall not extend beyond a total period of sixty (60) calendar days, save and except for the following:

- (a) Temporary employees hired for a maximum of seventy-six (76) weeks for maternity/parental leave coverage.
- (b) It is the intent of the Company to hire temporary employees for illness, or as otherwise agreed to by the parties.
- (c) A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.
- (d) If a Temporary employee is hired to a job posting without a break in service, their union seniority shall be the date of their original start date. On a go forward basis, If a temporary employee is employed for a continuous period of time with no break in service, who posts into the temporary role s/he was in, making them a permanent employee, the company agrees to back-dating the union seniority date ONLY and waive the probationary period if it so applies.

**ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF
(CONT'D)**

For the purposes of the company service date, pension and benefits and service awards, or any other benefit outside the scope of seniority, the applicable date will be the date the temporary employee became a permanent employee.

- 11.06 A vacancy in a permanent position may be filled for a period of thirty (30) working days. An employee so transferred will receive the applicable rate of pay (PT)
- 11.07 Copies of all postings covered by this agreement and notices of the award shall be posted throughout the Company and copies sent to the Local Unit Chair. (PT)
- 11.08 In the event that a successful applicant proves unsuitable on a posted job, the Company will attempt to relocate the employee to a suitable position.
- 11.09 Within ten (10) working days of such original posting, the Company will re-post the notice indicating thereon the successful applicant for the position and the Union will be advised of all applicants.
- 11.10 Time periods may be extended by mutual agreement.
- 11.11 It is understood and agreed that the Company will provide the Union with a quarterly workforce report which will include any new positions, positions that were vacated and filled, as well as those positions which were vacated and not filled. The workforce report will be reviewed quarterly with the Union/Management committee.

ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF
(CONT'D)

- 11.12 When a new classification (which is covered by the terms of this agreement) is established by the Company, the Company shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Company of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Company makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Company agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such

**ARTICLE 11
JOB POSTINGS & MOVEMENT OF STAFF
(CONT'D)**

meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company. (PT)

ARTICLE 12

TEMPORARY EMPLOYEES

- 12.01 Temporary employees have no rights under this collective agreement except for hours of work, rates of pay and statutory holidays, and the grievance procedure as it relates to these issues.

ARTICLE 13

LAYOFF/RECALL

- 13.01 In the event of a lay-off the principle of seniority shall apply. (PT)
- 13.02 In the event of a lay-off the Company and the Union will endeavor to place displaced employees in other jobs. The Company shall give the employees who are subject to lay-off and the Union sixty (60) days' notice (PT)
- 13.03 Employees in the job shall be given lay-off notice. An employee with seniority who is laid off can displace an employee with less seniority provided the employee is qualified to perform the job. (PT)
- 13.04 If a change in methods or operations occurs which may result in the lay-off of employees, the Company agrees to, in consultation with the Union, make a reasonable effort to train and adapt such employees in the operation of the new equipment or methods. (PT)
- 13.05 Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than twenty-four (24) months. When work is available, employees on the recall list will be recalled in order of seniority of their unit, provided that the employee to be recalled is qualified and able to do the work. (PT)
- 13.06 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone, which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address. (PT)

ARTICLE 13
LAYOFF/RECALL (CONT'D)

- 13.07 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice and must return to work within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company. (PT)
- 13.08 An employee who refuses recall to a job will not lose seniority but will lose future claim to the job which he/she has refused to accept. (PT)
- 13.09 Prior to re-employment, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs. (PT)
- 13.10 A full-time employee who displaces a Part-Time employee accepts the terms and conditions of employment applicable to the Part-Time position. An employee's recall rights shall not be affected by the fact that they have displaced a Part-Time employee. (PT)

ARTICLE 14

EMPLOYEE BENEFITS

14.01 Benefit Coverage

The Company agrees to provide pension and welfare benefits as described in the Company Booklets, benefit plan documents or policies of insurance for the duration of the agreement.

14.02 Pension Plan

The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.

14.03 Hospital, Surgical, and Medical Benefits

- (a) Employees are eligible to enroll in the Provincial Government's Health Insurance Plans in conformity with Provincial Legislation. The Company will pay 100% of the cost of such plan. In the event of elimination of (Provincial) O.H.I.P. plan the Company will provide comparable coverage.
- (b) Employees after three (3) months service will be eligible to enroll in the extended health benefits plan and the semi-private hospital coverage plan for employees and their dependents. The Company will pay 100% of the cost for such plans.
- (c) Improve Vision Care to \$250 from \$200 every twenty-four (24) consecutive months, as outlined in the Health and Dental care plan, effective April 1, 2017.
- (d) Add Hearing Aid coverage (\$1,000 every five (5) years) as outlined in the Health and Dental care plan, effective following ratification.

ARTICLE 14

EMPLOYEE BENEFITS (CONT'D)

14.04 Group Life Insurance

- (a) Employees must enroll in the Company's Group Life Insurance Plan, which will provide for the payment of \$40,000 to the beneficiary in case of the death of a participating employee. The Company will pay 100% of the cost for such plan.
- (b) An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. Such Optional Life Insurance will become effective after three (3) months of employment and shall be fully paid for by the employee.
- (c) An employee may elect to apply for Optional Dependent Life Insurance to insure a spouse and each dependent child in accordance with the terms and conditions of the Life Insurance Plan. Such optional insurance shall be effective after three (3) months of employment and shall be fully paid or by the employee.

14.05 Dental Plan

Upon the completion of three (3) months employment an eligible employee will be enrolled in a Dental Plan which will provide dental benefits for employees and dependents. The Company will pay 100% of the premium of such plan.

ARTICLE 14

EMPLOYEE BENEFITS (CONT'D)

14.06 Employees hired after May 2, 2012 will not be eligible for the following: (PT)

1. Retiree Health Benefits
2. Company match on the Savings Plan

New employees hired after May 2, 2012 date will be eligible for a Defined Contribution (DC) Pension Plan where the Company contributes 3% of pensionable earnings. There is a 2-year vesting period with this Plan.

14.07 **Part-Time Benefit Coverage**

Part Time Employee's benefits and pension plans will remain as they are subject to the changes identified for any new hires after May 2, 2012.

14.08 **Out of Country Emergency Travel Insurance**

ARTICLE 15

SICK BENEFITS

- 15.01 Eligible employees will receive Sickness, Disability and Rehabilitation Benefits in accordance with the terms and conditions outlined in the SDR Plan Text, a copy of which has been supplied to the Union. The SDR plan forms part of this collective agreement. (PT)
- 15.02 An employee will be eligible for Sickness, Disability and Rehabilitation Benefits after three (3) continuous months of employment. (PT)
- 15.03 The Company reserves the right to demand reasonable proof of illness before paying any benefits. The Company will reimburse the cost of any medical certificate requested. Consistent with the Company's Attendance Management Program, employees will not be disciplined for absences due to legitimate illness or injury. (PT)
- 15.04 An employee absent on account of illness or accident shall receive basic pay from the first day of absence. Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following Schedule for any one illness or accident. (PT)

ARTICLE 15 SICK BENEFITS (CONT'D)

SERVICE	SDR BENEFIT
Less than one year	<ul style="list-style-type: none">• Full pay for 2 weeks• 66 2/3% pay after 2 weeks• Nil pay after 26 weeks
1 year to 2 years	<ul style="list-style-type: none">• Full pay for 6 weeks• 66 2/3% pay after 6 weeks
6 years to 8 years	<ul style="list-style-type: none">• Full pay for 16 weeks• 66 2/3% pay after 16 weeks
8 years to 10 years	<ul style="list-style-type: none">• Full pay for 20 weeks• 66 2/3% after 20 weeks
10 years and over	<ul style="list-style-type: none">• Full pay for 26 weeks• 66 2/3% after 26 weeks

The term “pay” in the table above for task-rated employees will be based on:

- (a) the downtime rate for the first two (2) weeks of any absence; and
- (b) the employee’s Daily Average Task Rate for any absence in excess of two (2) weeks.

ARTICLE 15
SICK BENEFITS (CONT'D)

- 15.05 An employee who is absent on account of illness or other causes must notify the employee's immediate manager (or designate) prior to the start of the absence or as soon as physically possible indicating the duration and nature of such absence. In the case of failure to so report, the absence will be considered to commence only from the time that proper notification is received for the purpose of computing sick benefits under Article 15.04. If the original notification reported the absence to be less than one (1) week and subsequently such absence is extended, notification shall be given to the Company of such extension as soon as it is known. Employees must report progression of illness every seven (7) calendar days on an illness or disability extending over a period unless other notification is arranged with the Employee's immediate manager (or designate). (PT)
- 15.06 An employee who is injured at work will receive a full days' pay for the day of the accident. (PT)
- 15.07 An employee receiving benefits under the terms of the Workplace Safety and Insurance Board benefits will receive an amount necessary to make up normal net pay, which for task-rated employees shall be based on the employee's Daily Average Task Rate. (PT)
- 15.08 Employees incapacitated by reason of advanced age or general impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority, by mutual agreement of the parties to this Agreement. Employees thus re-assigned to a lower classification shall be red-circled. (PT)

ARTICLE 16

ANNUAL VACATION

- 16.01 Employees with less than one (1) years' service by December 31 will be entitled to one day's vacation for each complete month of service computed to December 31; to be taken within the calendar year. Part time employees will be paid on a percentage basis on their weekly rate, in current year. (PT)
- Effective January 1, 2015, Part-Time employees will be entitled to paid vacation days on a prorated basis equal to 60% of the annual entitlement for Full-Time employees as outlined in this Article.(PT)
- 16.02 An employee will be entitled to two (2) weeks' vacation with pay upon completion of one full year of service prior to December 31, and provided such vacation is taken in the year in which it is due less any vacation credits received. (PT)
- 16.03 Employees who shall have completed three (3) years or more service prior to December 31 in the year in which the vacation is due, shall receive three (3) weeks vacation with pay. (PT)
- 16.04 Employees who shall have completed ten (10) years or more of service prior to December 31 of the year in which it is to be taken shall receive four week's vacation with pay. (PT)
- 16.05 Employees who have completed eighteen (18) years or more service to December 31 of the year in which the vacation is to be taken shall receive five (5) weeks vacation with pay. (PT)
- 16.06 Employees who have completed thirty (30) years or more service prior to December 31 in the year in which the vacation is to be taken shall receive six (6) weeks vacation

ARTICLE 16

ANNUAL VACATION (CONT'D)

with pay. (PT)

- 16.07 Employees hired prior to May 2, 2012 will receive two (2) weeks additional vacation in the year in which they retire.
- 16.08 Vacation pay shall be based on the employee's weekly pay, shift premiums being excluded except for those employees on a permanent shift.
- 16.09 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.10 The holiday schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department.
- 16.11 For those who request and are eligible for, a minimum of two (2) week's vacation will be granted in any year between May 15th and September 15th. A department may require vacation requests to be completed by March 1st, in these instances the vacation list will be posted by April 15.
- 16.12 Employees who leave the Company's service before having received their annual vacation for the year in which they leave, will be paid vacations credits as follows:
- Less than one (1) years service - 4% of earnings from December 31 in the preceding year.
 - More than one year's service but less than three (3) years service - 4% of earnings from December 31 in the preceding year.

ARTICLE 16

ANNUAL VACATION (CONT'D)

- Three (3) years service or more - 6% of earnings from December 31 in the preceding year.
- Ten (10) years service or more - 8% of earnings from December 31 in the preceding year.
- Eighteen (18) years' service or more - 10% earnings from December 31 of the preceding year.

Employees are required to take their vacation in the year that it is earned. In some circumstances, with management approval, Employees may defer up to one (1) week of vacation. Deferrals must be taken within the first six (6) months of the next calendar year.

16.13 Scheduling Patch Operations:

1. Time off consists of Vacation, Banked Time and Lieu Days. These percentages will be calculated based on the number of staff available on regular duties to complete work based on business or customer demands in a patch (or department, as applicable):
 - Oct 1 – Jan 31
15% of staff could be on holidays
 - Feb 1 – Mar 31
30% of staff could be on holidays
 - Apr 1 – Sep 30
30% of staff could be on holidays.
2. At the employee's immediate manager discretion, based on operational needs (i.e. forecasting customer demand vs. planned staffing), the percentages could be adjusted

ARTICLE 16 ANNUAL VACATION (CONT'D)

upward to accommodate additional requests.

The employee's immediate manager will make the shift schedule available and require all vacation requests to be submitted in writing and will respond with vacation approvals based on these dates.

	Vacation Period	Schedules Available	Vacation Submission Deadline	Vacations Approved
Winter Schedule	Oct 1– Mar 31	Aug 15	Sep 7	Sep 21
Summer Schedule	Apr 1– Sep 30	Feb 15	Feb 28	Mar 15

3. Vacation requests submitted by the deadlines as outlined in 2) of this article will be granted based on seniority and the % staff that can be off at any one (1) time.

Vacation requests submitted after the deadline must be received a minimum of seven (7) days in advance of the date requested and will be responded to within two (2) business days, based on the operational needs at the managers' discretion, in accordance with 16.13 (1).

ARTICLE 17

PUBLIC HOLIDAYS

17.01 With respect to the following holidays:

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

It is understood that employees, who have been employed for one (1) calendar month or more, shall receive a day off with pay for each of such holidays. (PT)

17.02 For time worked on a holiday recognized in this agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their manager. Lieu days to be taken within one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day. (PT)

17.03 Employees "called out" to work on a holiday recognized in this agreement will be paid a minimum of four (4) hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for hours worked.

17.04 When any of the above listed holidays falls within an employee's vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within twelve (12) months, at a time mutually agreed upon between the employee and the supervisor.

ARTICLE 17
PUBLIC HOLIDAYS (CONT'D)

17.05 Stat Holiday Coverage

Where practical, Technicians will not be scheduled on statutory holidays. Where this is not practical volunteers will be requested from local membership, if sufficient coverage is not obtained through this request the work will be offered to contractors, if sufficient coverage is not obtained after this, techs will be assigned according to seniority, lowest to highest. The company maintains its right to staff to a level that fits the needs for that time.

17.06 Statutory holidays will be staffed in the same manner as a Sunday.

Normally vacation days will not be granted when on "shift" unless a mutual switch is arranged by the employee, however such vacation may be granted by the Manager subject to operational requirements.

ARTICLE 18 FLOATER DAYS

- 18.01 The Company will recognize seven (7) paid days off at straight time in each contract year for employees hired on or before June 2003. Such leave may be on any shift where it can be granted based on the operational needs of the Company on that shift.

Employees transferring from task to hourly positions will be entitled to floaters based on the following hire dates.

Employees, who currently receive seven (7) floater days and the corresponding lower wage schedule set out in 27.03 and 27.04, may notify the Company in writing, by March 31, 2018 to reduce to two (2) floater days and paid on the basis of the corresponding higher wage rates set out in 27.05.

For all employees hired after June 2003, the Company will recognize two (2) paid days off at straight time in each contract year and these employees will be paid on the basis of the higher wage rates set out in 27.05.

Employees hired after May 2, 2012 are not eligible for floater days.

Part Time Employees will be entitled to two (2) floater days paid based on a percentage of earning 2011 1.5% weekly.

- 18.02 These days to be arranged by mutual agreement between the employee and the supervisor. (PT)
- 18.03 Requests shall be responded to within forty-eight (48) hours, provided that at the time of the request the operational needs of the company are known, or the combination of absences on the requested day are within acceptable limit.

ARTICLE 19

LEAVE OF ABSENCE

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons. (PT)
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leave of absences is to be without pay and will be deemed temporary leaves of absence. (PT)
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary. (PT)
- 19.04 The Company will grant leave of absence with pay to ex-servicepersons who wish to attend Remembrance Day services or may be participating in Remembrance Day ceremonies. (PT)
- 19.05 An employee shall be granted at the time of his/her marriage three (3) days off with pay, provided the employee has completed three (3) months or more continuous service. Employees hired after May 2, 2012 are not eligible for marriage days. (PT)
- 19.06 If because of legal, landlord or other requirements an employee is required to change residence on a working day, the Company cooperates by providing a day off with pay. One (1) day off with pay in a twelve (12) month period is allowed for this purpose. Employees hired after May 2, 2012 are not eligible for moving days. (PT)
- 19.07 An Employee shall be granted a day off with pay in order to attend their Canadian citizenship proceeding. (PT)
- 19.08 The Company will recognize Canadian Military Leave in accordance with the Enercare Policy. (PT)

ARTICLE 20

BEREAVEMENT LEAVE

- 20.01 An employee shall be allowed three (3) days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild or other relative living in the home of the employee. Time off shall not extend beyond two (2) days of the funeral. (PT)
- 20.02 Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of the employee's aunts or uncles. (PT)
- 20.03 At the Company's discretion, an employee shall be allowed one (1) day with pay where the deceased is not an immediate member of the family, but the relationship is close enough and the attending circumstances such as to justify payment. (PT)

ARTICLE 21 GENERAL CLAUSES

Tools and Tool Allowance

- 21.01 (a) Employees in classifications identified in Appendix D will be given an annual tool allowance for "hand tools". The Company will supply some tools to remain with an assigned vehicle under the care of the assigned driver.

Tool Allowance

The Company and Union agree that proper maintenance, safe use, care and safekeeping of tools is primarily the responsibility of the employee using those tools. The Company will supply some tools/equipment as outlined in the list below, which will be assigned to a Company vehicle. The employee will be expected to safe keep and maintain their Company vehicle and all the tools and equipment supplied with the vehicle.

For "hand" tools, the employee will be expected to supply their own tools.

On an annual basis, effective in one (1) of the pay periods in March 2006 and subsequent years at that time, employees will receive the following tool allowance:

- HVAC/Service Technicians, Lead Installers, Plumbers: \$500 each
- Maintenance Technicians, Installers, Appliance Technicians, Duct Cleaners: \$360 each

All new employees will be supplied with a set of hand tools, the first annual tool payment will be made in March of the following year.

ARTICLE 21

GENERAL CLAUSES (CONT'D)

A list of tools supplied by the Company can be found in Appendix D and these tools remain the property of the Company.

- (b) Employees who require tools, but are not identified in Appendix D, shall be supplied with replacement of necessary tools, worn out, broken or lost doing Company work, subject to the approval of their Manager.

- 21.02 Clothing destroyed or damaged by other than normal use in the course of employment shall be replaced or repaired by the Company. For those who have company issued clothing a cleaning allowance will be given. (PT)
- 21.03 Employees temporarily transferred from their normal base of operations to another shall receive traveling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy. (PT)
- 21.04 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons: (PT)
 - (i.) When instructing, assisting or training employees.
 - (ii.) When an emergency occurs, and it is necessary for the supervisor to act for the safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.
- 21.05 Non-consecutive fifteen-minute (15) break period(s) shall be allowed to all employees on each shift. (PT)

ARTICLE 21
GENERAL CLAUSES (CONT'D)

- 21.06 All licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 21.07 Where specific footwear is required by the Company as part of a uniform, the footwear will be provided by the Company.
- 21.08 The contract will be:
- (a) proof read and printed within forty-five (45) days of Ratification,
 - (b) printed on a 9.5cm by 16.5 cm format with a minimum font size of ten (10) and be contained in one book. (PT)

ARTICLE 22 HOURS OF WORK

22.01 Those employees in the classification of HVAC Technician, HVAC Apprentice, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

Those employees in the classifications of HVAC Technician, HVAC Apprentice or Service Technician shall follow the schedule provided in the Shift Addendum as follows:

- October 1st to April 1st – Shift Addendum “A”
- April 1st to September 30th – Shift Addendum “B”

22.02 Those employees in the classification of Maintenance Technician, Lead Installer, or Installer, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

22.03 Those employees in the Clerical classifications, the hours of work (exclusive of meal period) shall be based on a thirty-five (35) hour work week, seven (7) hours per day, five (5) consecutive days per week

Part Time Employee's hours of work will be up to 24 hours per week. Sunday to Saturday, a maximum of 8 hrs. per day, as determined by management with 2 weeks advance notice. It is generally understood that their hours of work will be in the evenings and weekends. Any variance must be approved by the union.

Part-Time employees are excluded from working overtime.

ARTICLE 22

HOURS OF WORK (CONT'D)

Part-Time employee's hours of work will be based on available shifts and allocated by seniority within the part time group for which they work.

The Company may seek the temporary movement of clerical staff, based on workload requirements. On a voluntary basis, a clerical employee may agree to such temporary movement to another activity for which they are qualified, while still respecting the employee's shift and hours per week. A temporary movement to a lower Range job, the employee maintains their rate of pay. A temporary movement to a higher Range job, the employee receives the rate of pay in the job range which provides an increase over their current rate.

Clerical employees can request to have the option of having one half hour lunch instead of one hour. The employee will discuss and request such a change with his/her manager. The manager at his/her sole discretion may agree to allow such a change. The manager also reserves the right to revert back to one-hour lunches based on business requirements. Such an arrangement only applies based on the current employee's position/classification and shift. (PT)

Compressed work week; the company will make compressed work week available from April to the end of September. The individuals must maintain the present work standards. The system would work on a 3 weeks cycle, staggering the number of people off. It will pertain to non-shift departments. If other time off is taken through this time it must be made up to be included in the cycle. (i.e. floaters)

ARTICLE 22
HOURS OF WORK (CONT'D)

22.04 Shift Classifications for the purpose of determining shift differentials will be based on:

Day Shift	A shift that begins and ends between 7:00 am and 5:30 pm
Evening Shift	A shift that begins at or later than 12:00 noon
Night Shift	Shift that begins at or later than 5:30 pm but before 6:00 am

22.05 (a) The shift differentials for all HVAC and Service Technicians shall be:

Evening Shift	5.5% of the HVAC Technician Hourly rate
Night Shift	8.0% of the HVAC Technician Hourly rate
Saturday	16.5% of the HVAC Technician Hourly rate
Sunday	Time and one half of the employees' job rate with no additional shift premiums paid.

Effective April 1, 2017, amend as follows:

Evening Shift	7.5% of the HVAC Technician Hourly rate
Night Shift	
Saturday Day Shift	
Sunday Day Shift	

**ARTICLE 22
HOURS OF WORK (CONT'D)**

The HVAC Technician Hourly rate referenced above will be based on the corresponding Tier One 7 or 2 Floater Day rate.

Effective May 2, 2012, the above shift premiums will be applicable to any new hires.

Employees hired after the date of May 2, 2012 will have their shift differential based on the HVAC Technician 7 Floater rate.

(b) The shift differentials for all Clerical classifications shall be:

Evening Shift	5.5% of the Employees Hourly rate
Night Shift	8.0% of the Employees Hourly rate
Saturday	16.5% of the Employees Hourly rate
Sunday	Time and one half of the employees' job rate with no additional shift premiums paid.

Effective April 1, 2017, amend as follows:

Evening Shift	7.5% of the Employee's Hourly rate
Night Shift	
Saturday Day Shift	
Sunday Day Shift	

Effective May 2, 2012, the above shift premiums will be applicable to any new hires.

Shift premiums to be included in pensionable earnings.

ARTICLE 22

HOURS OF WORK (CONT'D)

- 22.06 The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.
- 22.07 Employees for reason of impairment of health may apply to be excused from shift work and/or callouts.
- 22.08 Shift premiums at the applicable rates will be paid for all hours worked and for vacations, floaters, lieu days and authorized absence days for all permanent shift employees.
- 22.09 It is understood that there will be a standby requirement for emergency calls outside of the shift schedule. Standby will be staffed by volunteers from those qualified to do the work. In the event that standby requirements cannot be sufficiently staffed with volunteers, the company may assign an employee to the standby shift. Standby will be distributed as evenly as possible, and the principle of seniority shall apply.
- 22.10 Standby pay shall be 100% of one (1) hour at the HVAC Technician rate for each standby shift. Standby pay for a public holiday shall be 200% of one (1) hour at the HVAC Technician rate. This clause also applies to Staging Clerks.
- 22.11 It is understood that the preferred shift shall be days and will be made available as frequently as possible.

ARTICLE 22 HOURS OF WORK (CONT'D)

22.12 On Call Criteria, Service

This is to remind Technicians and Staging Clerks of the On Call – Standby expectation year-round.

When on call technicians and Staging Clerks are to keep their mobile phones on for the duration of the on-call period, i.e., 12 a.m.

Technicians and Staging Clerks are entitled to a call out charge only in circumstances where they have completed their regular scheduled shift and are contacted by workload planning after proceeding home.

On call technician will be contacted for after hour's callout under the following situations:

1. Repeat call on the same day.

A customer has called in who had a service call completed (Code 10) for no heat in winter. On the same day, after hour, they are now experiencing the same problem and refused to make an appointment for the next day.

2. No show on current day appointment and customer is still requesting a service call.

Customer had a scheduled call for today and the call has passed priority with no indication the technician was at the site (No out card left) or telephone message from the district/workload planning to reschedule (Noted in subcase should be evident in this instance). The customer is still experiencing the problem and is refusing to have the call rebooked for the next day.

ARTICLE 22 HOURS OF WORK (CONT'D)

3. Burst water heater (Rental or customer owned)

The customer is calling in with a damaged water heater and is experiencing flooding. A call out will be made.

4. New HVAC installation (Within 1 month)

EHS has installed an HVAC appliance (HF/AC) within the last month (30 days) and it is now not operating. WLP would verify the installation through Clarify records to confirm dates of installation and then proceed to callout the technician.

5. On call Staging Clerks will be contacted for after hour's callout under the following situations:

- (a) Access is needed to obtain parts and or equipment from a warehouse after hours to support field work.
- (b) Coordination with a courier or delivery company is required after hours to receive product.

Fifteen (15) on call days per year.

ARTICLE 23

OVERTIME

- 23.01 All employees whose basic work week is thirty-five (35) hours shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first five hours in a week and double time thereafter.
- 23.02 All employees whose basic work week is forty (40) hours or more shall be paid overtime in excess of the regularly assigned hours in any one day or one week at the rate of double time calculated on an hourly basis.
- 23.03 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 23.04 Employees who are required to work three (3) or more consecutive hours will be allowed \$15.00 (effective following ratification) for a meal and for each successive four (4) hours overtime an additional \$15.00 (effective following ratification) for a meal.
- 23.05 Employees who work three and one-half (3 1/2) or more hours overtime that is not continuous with their regular work period will be allowed \$15.00 (effective following ratification) for a meal and for each successive four hours overtime an additional 15.00 (effective following ratification) for a meal.
- 23.06 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate. Employees called upon to work two (2) shifts in any twenty-four (24) hour period shall be paid at overtime rates for the

ARTICLE 23
OVERTIME (CONT'D)

second shift, unless second shift be called for by their regular work schedule, in which case it shall be paid for at straight time.

- 23.07 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible. (Refer to Letter of Understanding # 9)
- 23.08 The Company shall make every effort to ensure that;
- (a) an employee shall not be required to work in excess of eight (8) hours overtime continuous with his/her regular shift;
 - (b) an employee will have eight (8) hours off between shifts.
- 23.09 Employees "called out" to work will be paid an allowance for traveling time from leaving home to arriving on the job at the overtime rate of double time.
- 23.10 Employees temporarily transferred to another position will be governed by the regularly scheduled hours of work of the new position. Overtime rates will be paid only for those hours worked in excess of aforesaid schedule.
- 23.11 Employees hired prior to May 2, 2012 may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines: These are guidelines that may be amended with mutual agreement.
- (a) Overtime banks will be calculated to the equivalent time earned for time off. An employee's overtime bank will not exceed the equivalent of 13 days

ARTICLE 23
OVERTIME (CONT'D)

based on job classification per 12-month period from September 1 to August 31.

- (b) Employees can request a maximum of one working day off or a minimum of half a day.
- (c) Time off arrangements are by mutual agreement between the employee and the supervisor.
- (d) Supper money will be paid when entitled at the time the overtime is worked.
- (e) Payout of banked overtime will occur when an employee changes jobs, is terminated or up to September 1 of each year (to be paid no later than the second pay period after September 1).

ARTICLE 24

DISCIPLINARY ACTION

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a formal review hearing, which will be conducted by a General Manager or their equivalent or above, at which time the employee shall have the assistance of up to three (3) union representatives who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given as much notice as possible under the circumstances. It is understood and agreed that disciplinary notations or disciplinary memos may be grieved as a normal grievance pursuant to Article 25. (PT)
- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration. (PT)
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at step 2 of the grievance procedure. (PT)
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section. (PT)
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union Office will be promptly notified. (PT)

ARTICLE 24
DISCIPLINARY ACTION (CONT'D)

- 24.06 A notation placed on an employee's file shall be removed after two (2) years provided no further notations have been placed on the file. (PT)
- 24.07 Employees may request of their manager, an opportunity to review their personnel file. Such request will be in writing and contain the employee's home address. (PT)

The Human Resources office may arrange a time during normal business hours to allow for such a review. Employees may request copies of the documents.

The Human Resources office will be deemed to have complied with this article by mailing, by registered mail, a copy of an employee's personnel file to their home address.

Unless circumstances warrant otherwise, employees shall not make such requests more frequently than once a year.

ARTICLE 25

GRIEVANCE PROCEDURE

25.01 A grievance may arise only from a dispute concerning the interpretation, application, and administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps. (PT)

25.02 Step 1.

If an employee has a grievance, the first step is to advise the appropriate Supervisor/Manager within seven (7) calendar days of the employee being aware of the act originating the grievance and if desired may have the assistance of a steward. If a settlement is not arrived at within five (5) calendar days the employee may proceed to the next step. (PT)

25.03 Step 2.

If the grievance is not settled in Step One, the grievance will be submitted in written form to the appropriate Supervisor/Manager and the Director, Labour Relations by the employee and a Steward within five (5) calendar days. A meeting with the Management will take place within seven (7) calendar days from the date of the written grievance was submitted. The Union's National Representative (providing such an Officer is available) may be at this meeting upon request of either party. The Company may require the Director, Labour Relations to participate. Management will render a decision, in writing, within seven (7) calendar days from the date of the meeting. If the Union is not satisfied with this decision the grievance may be referred to arbitration.

ARTICLE 25

GRIEVANCE PROCEDURE (CONT'D)

Once a grievance has been filed at Step Two (2), the Employer will not initiate discussions to resolve a grievance without involving a Union representative, unless the Union specifically requests otherwise in writing. (PT)

- 25.04 A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within seven (7) calendar days from the date of being aware of the act originating the grievance. (PT)
- 25.05 A grievance affecting more than one (1) employee or if the Company or the Union has a policy grievance concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step Two (2). (PT)
- 25.06 A grievance by an employee who claims to have been unjustly discharged or suspended shall be submitted, in writing, at Step Two (2) of the grievance procedure within seven (7) calendar days from the imposition of the discipline. (PT)
- 25.07 Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union. Such a request is made in writing, with reasons explaining the request, and an agreeable timeline established. (PT)
- 25.08 Failure by the Company or the Union to comply with the time limits outlined in Step Two (2) of the grievance procedure or within any agreed upon time extension will result in the grievance being moved to the next step. Either party can waive the right to the Step Two (2) meeting. (PT)
- 25.09 Should a grievance be resolved, a monetary adjustment shall be paid to the grievor as a separate payment (if practical), or identified separately on his/her pay cheque. All

ARTICLE 25

GRIEVANCE PROCEDURE (CONT'D)

resolutions of grievances shall be implemented or paid within thirty (30) days of the resolution unless otherwise agreed in writing. (PT)

- 25.10 A steward may seek permission from his/her supervisor to take a short period of time to address grievances. Such permission shall not be unreasonably denied with an understanding that the steward will not exceed the expected period of time requested for this purpose. (PT)
- 25.11 The Director of Labour Relations and the Unit chair shall meet each month to discuss compliance with the grievance procedure and discuss how to make the grievance procedure more efficient and effective. (PT)

ARTICLE 26

ARBITRATION

- 26.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty (20) days. (PT)
- 26.02 A Board of Arbitration shall be composed of one nominee of the Company, one nominee of the Union, and a third person who shall act as Chairperson on the joint recommendation of the two nominees. In the event of failure to agree upon a Chairperson an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union. (PT)
- 26.03 Should the Company and the Union agree this provision shall not preclude the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties. (PT)
- 26.04 It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement or to deal with any matter not covered by this Agreement. (PT)

ARTICLE 27

CLASSIFICATIONS & RATES OF PAY

27.01 (a) General Wage Increase

Effective and retroactive to April 1, 2017, 2% general wage increase applicable to all employees.

Effective April 1, 2018, 2.05% general wage increase applicable to all employees.

Effective April 1, 2019, 2.0*% general wage increases applicable to all employees.

*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI

(b) Task Rates – (as noted in the Task Rate Document in Appendix C)

(c) Plumber Rate set out in 27.05 (2 floater day rate). Red Circle any plumber's now paid at a higher rate.

(d) Day Technician – Currently hourly rate.

27.02 The company agrees to set up a process whereby an employee will be given a cash advance when an error is made on their pay, if requested.

A form will be created that will be signed when the transaction takes place. This form will state the amount of the advance that must be paid back to the Manager when the error is corrected, and the retro pay is received.

ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)

27.03 Technical Classifications (7 Floater Pay Scale)

	Wage Rate		
	Effective April 1, 2017	Effective April 1, 2018	Effective April 1, 2019*
HVAC Technician	34.09	34.79	35.48
Service Technician	32.18	32.84	33.50
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

- (a) Task Rates as per the Task Rate addendum which forms part of this agreement.
- (b) The Company agrees to pay the existing task rate as described in the task rate Addendum for all customer owned equipment.
- (c)

Maintenance Technician	100% of Task Rate
Lead Installer	65% of Task Rate
Installer	35% of Task Rate
Duct Cleaners	100% of Task Rate

ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)

27.04 Clerical Classifications (7 Floater Pay Scale)

Clerical	Wage Rate		
	Effective April 1, 2017	Effective April 1, 2018	Effective April 1, 2019*
Range 3-1	23.76	24.24	24.73
Range 3-2	24.86	25.37	25.87
Range 3-3	25.93	26.46	26.99
Range 3-4	27.01	27.56	28.11
Range 3-5	28.08	28.66	29.23
Range 3-6	29.16	29.76	30.35
Range 3-7	30.24	30.86	31.48
Range 2-1	21.29	21.72	22.16
Range 2-2	22.33	22.79	23.24
Range 2-3	23.36	23.84	24.31
Range 2-4	24.40	24.90	25.40
Range 2-5	25.42	25.94	26.46
Range 2-6	26.44	26.98	27.52
Range 2-7	27.48	28.04	28.60
Range 1-1	18.56	18.94	19.32
Range 1-2	19.50	19.90	20.30
Range 1-3	20.44	20.86	21.28
Range 1-4	21.34	21.78	22.21
Range 1-5	22.26	22.71	23.17
Range 1-6	23.16	23.64	24.11
Range 1-7	24.71	25.22	25.73
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

ARTICLE 27**CLASSIFICATIONS & RATES OF PAY (CONT'D)**

Full-Time and Part-Time Clerical Employees not moving to Second Tier Wage rates and who are at a Range and Step less than the following rates will continue to progress on the wage schedule until they reach the red-circled Steps outlined on insert below.

	April 1, 2017	April 1, 2018	April 1, 2019*
Range 3-5	28.08	28.66	29.23
Range 2-5	25.42	25.94	26.46
Range 1-6	23.16	23.64	24.11
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL-items) CPI			

Employees who are at an hourly rate at or greater than the Range and Steps above, will continue through the step progression. Once at Step 7, such employees will be red-circled.

27.05 Alternative wage Schedule for employees with two (2) floater days

Technical Classification:

	Wage Rate		
	Effective April 1, 2017	Effective April 1, 2018	Effective April 1, 2019*
HVAC Tech	34.77	35.48	36.19
Service Technician I	32.81	33.49	34.16
Plumber	31.71	32.36	33.01
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL-items) CPI			

ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)

Employees transitioned to Second Tier and those hired after May 2, 2012:

	Effective April 1, 2017	Effective April 1, 2018	Effective April 1, 2019*
HVAC Tech			
0-12 mos	30.46	31.08	31.70
12-24 mos	31.71	32.36	33.01
24+ mos	32.63	33.30	33.96
Service Tech			
0-12 mos	27.19	27.75	28.31
12-24 mos	28.45	29.03	29.61
24+ mos	29.37	29.97	30.57
Plumbers	31.71	32.36	33.01
Electricians	31.71	32.36	33.01
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

Employees who move to the Second-Tier wage rates will be placed at the highest wage rate of the classifications.

Apprentices will be paid as per the pay scale based on a % of the fully qualified hourly rate for the applicable classification:

Plumber - 1st year – 40%, 2nd year- 50%, 3rd year- 60%, 4th year- 70%, 5th year- 80%.

Electrician - 1st year – 40%, 2nd year- 50%, 3rd year- 60%, 4th year- 70%, 5th year- 80%.

HVAC (313D residential air conditioning license)
 1st year- 40%, 2nd year- 60%, 3rd year-80%.

**ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)**

Clerical Classifications:

Clerical	Effective 1-Apr-17	Effective 1-Apr-18	Effective 1-Apr-19*
Range 3-1	24.24	24.73	25.23
Range 3-2	25.35	25.87	26.38
Range 3-3	26.44	26.98	27.52
Range 3-4	27.56	28.13	28.69
Range 3-5	28.64	29.23	29.81
Range 3-6	29.74	30.35	30.96
Range 3-7	30.84	31.48	32.11
Range 2-1	21.72	22.16	22.60
Range 2-2	22.79	23.25	23.72
Range 2-3	23.83	24.32	24.80
Range 2-4	24.88	25.39	25.90
Range 2-5	25.93	26.46	26.99
Range 2-6	26.97	27.52	28.07
Range 2-7	28.03	28.60	29.18
Range 1-1	18.95	19.34	19.73
Range 1-2	19.88	20.29	20.69
Range 1-3	20.84	21.27	21.69
Range 1-4	21.78	22.22	22.67
Range 1-5	22.71	23.17	23.63
Range 1-6	23.64	24.13	24.61
Range 1-7	25.22	25.74	26.26
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

Full-Time and Part-Time Clerical Employees not moving to Second Tier Wage rates and who are at a Range and Step less than the following rates will continue to progress on the wage schedule until they reach the red-circled Steps outlined on next chart.

ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)

	April 1, 2017	April 1, 2018	April 1, 2019*
Range 3-5	28.64	29.23	29.81
Range 2-5	25.18	25.70	26.21
Range 1-6	23.64	24.13	24.61
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

Employees who are at an hourly rate at or greater than the Range and Steps above, will continue through the step progression. Once at Step 7, such employees will be red-circled. (PT)

**ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)**

**Full-Time and Part-Time Clerical Employees
transitioned to Second Tier and those hired after
May 2, 2012:**

Second Tier

Clerical	Wage Rate		
	Effective April 1, 2017	Effective April 1, 2018	Effective April 1, 2019*
Range 3-1	22.01	22.46	22.91
Range 3-2	23.12	23.60	24.07
Range 3-3	24.24	24.73	25.23
Range 3-4	25.35	25.87	26.38
Range 3-5	26.44	26.98	27.52
Range 3-6	28.28	28.86	29.44
Range 2-1	20.64	21.07	21.49
Range 2-2	21.72	22.16	22.60
Range 2-3	22.78	23.24	23.71
Range 2-4	23.84	24.33	24.81
Range 2-5	24.14	24.64	25.13
Range 2-6	25.18	25.70	26.21
Range 1-1	18.95	19.34	19.73
Range 1-2	19.88	20.29	20.69
Range 1-3	20.84	21.27	21.69
Range 1-4	21.78	22.22	22.67
Range 1-5	22.71	23.17	23.63
Range 1-6	23.64	24.13	24.61
Summer Students	14.14	14.43	14.72
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

ARTICLE 27

CLASSIFICATIONS & RATES OF PAY (CONT'D)

- (a) Employees transitioning to Second Tier will be placed at their corresponding Range/Step of the Second Tier Wage Scale.
- (b) Employees at a current rate at or greater than the highest Step on the Second Tier will be placed at Step 6 of the applicable Range.
- (c) Employees will move up a step every 12 months. (PT)

27.06 Application of Clerical Rates

- (a) Employees who are the successful applicant to a position with a higher range will have their rate of pay moved to the next highest step rate in the higher range of the Second Tier.
- (b) Employees, who are the successful applicant to a position with a lower range, will have their rate of pay moved to a lower range in the same step on Second Tier.
- (c) Employees currently on Tier 1 who are the successful applicant to a vacant position will have their rate of pay moved to the next highest step rate in the Second Tier Wage scale. (PT)

ARTICLE 27
CLASSIFICATIONS & RATES OF PAY (CONT'D)

27.07 Clerical Ranges

- 1 Accounts Payable
Fleet Administration
Mailroom Administrator
Staging Clerk

- 2 Billing Clerk
Builder Support Clerk
Install Planning Clerk
MMC District Administration Clerk
Operations Support Clerk
Purchasing Coordinator
Rental Administration Clerk
Reporting Clerk - Financing Plan
Sales Support Coordinator
Service Clerk
Transaction Clerk
Warranty Coordinator

- 3 Material Centre Representative
Stock Keeper

(PT)

ARTICLE 28

TSSA REIMBURSEMENT

- 28.01 The Company shall reimburse TSSA fees arising from a TSSA investigation relating to a claim of inappropriate action if the event occurred while the employee was working for the Company. Fines will be paid by the employee.
- 28.02 The Company will inform the Union of any investigation of an employee by the TSSA. The Company will also inform the Union of any related meetings involving the TSSA and the employee.

While the Company cannot dictate to the TSSA any roles or procedures relating to such investigations, it will not oppose the Union's participation in any TSSA meeting involving an employee.

The Company will endeavor to provide the Union with such information as soon as is practical.

ARTICLE 29

NO DISCRIMINATION

- 29.01 There shall be no discrimination by the Company, 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, same sex partnership status, or handicap, as defined in the Ontario Human Rights Code. (PT)

ARTICLE 30 SURVEILLANCE

- 30.01 The company shall not place an employee under surveillance without reasonable suspicion of wrongdoing. This shall not preclude coincidental observation, which occurs during the normal course of events.

ARTICLE 31

UNION MANAGEMENT CO-OPERATION

- 31.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged. (PT)
- 31.02 The parties agree that the “Involvement Philosophy Statement” will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding #4) (PT)

ARTICLE 32 SHIFTS

Also refer to Letter of Understanding #14

Day Technician.

A Monday-Saturday role working on five (5) consecutive days for a total of forty (40) hours between the hours of 7am – 5:30pm. The Day Tech will rotate a Tuesday – Saturday shift one (1) out of every three (3) weeks. The Day Tech carries out the current scope of tasks of either an HVAC or Service Technician. This position will be reposted on a twelve (12) months basis. Day Technician positions will only be available to technicians within the same patch.

Within a service patch one Day Technician position will be offered for a total of 14 service technicians in the patch and one additional day tech position will be offered at the level of 15 technicians, and at the level of 20 technicians, to a maximum of 3 per patch. The offer of this position will be in accordance with the CBA.

Example:

Patch A has 15 technicians in total and has two-day tech positions offered.

Patch B has 20 technicians in total and has three-day tech positions to offer.

The schedule can be adjusted up to (+/- 3 hours) based on mutual agreement. The Union will be notified immediately of the reasons and the expected duration. The agreement is not intended to permanently adjust shifts and will be used on an adhoc basis only.”

ARTICLE 32 SHIFTS (CONT'D)

Critical Days

Only applies to field employees scheduled to work eight (8) hour shifts or less.

The Company may declare up to twenty (20) critical days per patch per year and require overtime which may not be consistent with the overtime provisions in the Collective Agreement. During these days, the Company requires overtime for extended coverage. Employees will not be required to work in excess of 2 hours overtime. An employee unable to perform overtime on a designated Critical Day will be permitted to decline based on personal reasons to a maximum of five (5) times per calendar year. Thereafter, the Company will solicit volunteers to assist with Critical Day coverage.

Employees would be notified by 10am the day before if the Company declares a Critical Day.

Critical Days will not be called on more than two (2) contiguous days and once called, will not be cancelled.

For those employees that are scheduled for work eight and a half (8.5) hours or less on a critical day, minimum attendance will be set to two (2) hours (paid at overtime rate). (existing language)

Any employee who has worked eight (8) hours of overtime or is scheduled to work eight (8) hours of overtime during the same pay week of the critical day will be exempt from critical day requests during that pay period.




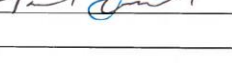
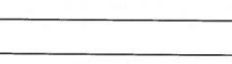



**ARTICLE 32
SHIFTS (CONT'D)**

Post 2012 field 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 an equivalent number of hours up to 56 hours annually from voluntary overtime worked on company designated "Voluntary Critical Days" that may be called on weekends.



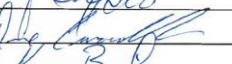
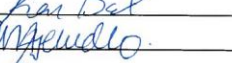
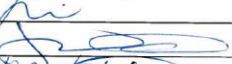



The designation of these days throughout the year would be at the discretion of a Director level or higher within the EHS organization.

Dated this 13 day of MARCH, 2018.

For the Company

For the Union

APPENDIX “A”

BUSINESS GENERATION / TEAM REWARD

BUSINESS GENERATION

A business growth reward program devised to encourage Field Generated Opportunities. This program is over and above Spiff payments.

The reward will be divided on an 60% team reward and a 40% individual reward basis.

If an employee's (plumbers, electricians, HVAC, service and maintenance technician) lead generation is less than three (3%) percent HVAC generation for each timeframe, the employee will not be eligible for the business generation team reward. If the employee is eligible, the payout is on a quarterly basis.

The groups are as follows:

HVAC technicians (by patch)

Lead Installers and Installers (by patch)

All Clerical (group)

Plumbers (group)

Electrician (group)

Duct Cleaners (group)

Of the available total reward pool, 60% will be paid by dividing this amount by the number of active team members in the group.

The remaining 40% of the reward pool will be divided based on an individual percentage.

This percentage will be based on the individual's contribution to the total revenue pool.

TEAM REWARD

Statement: A reward program designed to share in the advancement of the business.

How will the business advance under this program?

Enercare operates in a competitive marketplace. Our ability to stand apart from the competition is critical to our

APPENDIX “A” (CONT’D)

long-term success as a business. Each employee must know what success looks like and know how their contribution ties to the overall success of Enercare. A partnership is key to our advancement.

What is the criterion for success?

A balanced approach forms the basis of our success.

We must work in a safe manner to ensure all of our employees return home safely at the end of their day.

We must go beyond the call to delight our customers.

And lastly, we must contribute to the profitability of Enercare

Team Reward:

All Clerical

H&S \$750.00*	Annual Targets	
Corp LTI	8	50% of total payout
Admin Recordable Injury	2	50% of total payout
Customer Experience \$500.00		
Google Reviews	4.6/5	50% of total payout
Growth (Net Adds)	TBD	50% of total payout

As a part time employee will be eligible for 69% of the regular full-time bonus. This amount is based on 24 hours of work per week. The payment is dependent on the success of achieving targets.

APPENDIX "A" (CONT'D)

All HS Field Personnel

H&S \$750.00*	Annual Targets	
Corp LTI	8	33.3% of total
Recordable Injury	40	33.3% of total
Preventable Vehicle Accidents	4 PVA's	33.3% of total payout
Customer Experience \$500.00		
Google Reviews	4.6/5	50% of total
Growth (Net Adds)	TBD	50% of total payout

*H&S targets shown for 2017.

Each year thereafter the target will be 5% improvement on previous years actuals

Overall Performance \$300			
EBITDA*	Less than Target 80% to 99.9%	Target 100%	Above Target 101%
All HS Field Personnel	\$100	\$200	\$300
Clerical	\$125	\$250	\$375

*Earnings before Interest, Taxes, Depreciation and Amortization

APPENDIX “C” SPECIAL TERMS AND CONDITIONS FOR LEAD INSTALLER / INSTALLER / MAINTENANCE TECHNICIAN / DUCT CLEANERS INCLUDING TASK RATES AND STANDARDS

It is understood and agreed that the following special terms and conditions apply only to the above-mentioned classifications.

1. Task Rates of Pay

Employees in these classifications will be paid task rates of pay in accordance with the schedule contained in Article 27.

Daily Annual Average Task Rate” is defined as follows:

The “Daily Annual Average Task Rate” for a task rated employee is obtained by adding together:

- (a) the task rates of pay earned by the employee in the prior calendar year; plus
- (b) any downtime pay earned by the employee in the prior calendar year; plus
- (c) any statutory holiday pay earned by the employee in the prior calendar year; plus
- (d) any short-term disability benefits or WSIB benefits paid to that employee in the prior calendar year;

To obtain the sum of the employee’s prior year’s annual task rate earnings and taking that sum and dividing it by two hundred and sixty (260) days to obtain the employee’s Daily Annual Average Task Rate which shall be applicable for the twelve-month period commencing on the 1st day of February following the prior calendar year

- (e) while attending Health & Safety and Task Committee Meeting, the Daily Annual Average task rate will be paid for time in attendance.

APPENDIX “C” (CONT’D)

2. Down Time

- (a) Availability of Work- It is the intent of the Company to hire sufficient staff to meet the demands of the installation business. The Company will make every effort to ensure work is made available to these employees on an ongoing basis.
- (b) Training, Meetings, Sick days, Bereavement Leave and Jury Duty – Subject to the criteria contained in the collective agreement, employees in these classifications who are in training, attending a meeting, are sick, entitled to bereavement leave or jury duty will receive pay based on the following flat daily amounts. Team huddles for task rate employees will be paid at the staging allowance per hour rate while in attendance to a maximum of 12 times per year, once per month.
- (c) If an employee reports for work as scheduled, and there is no task work available, the employee will be paid the applicable downtime rate as described below.
- (d) Work ownership, if a job cannot go, the crew will notify the FM by 10:00 a.m. and available work will be pulled back from contractors and made available to the crew.

DOWNTIME	Effective 1-Apr-17	Effective 1-Apr-18	Effective 1-Apr-19*
Lead Installer			
1/2 Day	97.60	99.60	101.60
Full Day	195.20	199.20	203.20
Installer, Maintenance & Duct Cleaners			
1/2 Day	75.00	76.54	78.07
Full Day	150.00	153.08	156.14
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL-items) CPI			

APPENDIX “C” (CONT’D)

3. Vacation

- (a) Pay – Vacation pay will be paid out at the applicable rate, in the current year, in each pay period.
- (b) Time Off – Each employee will be required to take at least two (2) weeks off as per the vacation schedule, however the rest of the entitlement will be voluntary, as per the Vacation Schedule.

4. Statutory Holidays

- (a) Pay – Will be based on the employee’s Daily Average Task Rate.
- (b) Time Off – Will be as per the collective Agreement.

5. Floater Days

- (a) Pay – Will be paid out at the applicable percentage rate, in the current year, in each pay period.
- (b) Time Off – There will be no time off (not mandatory) however if time off is requested and approved the corresponding time off will be without pay.

6. Hours of Work

The hours of work will be Monday to Saturday 8:00 AM to 6:00 PM, five (5) consecutive days per week.

7. Union Dues

Union dues will be deducted on a weekly basis based on the applicable percentage rate.

8. Task Work

HVAC Technicians who are required to do installation work will be paid their current hourly rate of pay.

HVAC technicians or Service Technicians who become Lead Installers will be covered by the Appendix “C”.

APPENDIX “C” (CONT’D)

9. Union / Management Task Committee Mandate

Purpose:

To review and determine task rates for unanticipated items of work and any new installation items.

The committee will not re-negotiate existing task rates but will examine the existing definitions and applications.

This committee will meet within four (4) weeks of ratification to commence discussions and will meet monthly until such time as both parties agree to meet less frequently.

A further role is to consider alternative methods to streamline the task rate pay system.

Extra’s

The committee will define the best way of documenting HVAC extras on a cost sheet so that install crews are compensated appropriately.

Members:

Three (3) Union and three (3) Management Committee Members determined by the respective parties.

Install Standards and Rates

(a) HIGH EFFICIENCY FURNACE

Install new/Re/Re HB to HB

- Remove old furnace
- Put new furnace in place
- Reconnect gas line up to 6 feet
- Reconnect electrical power supply to existing up to 6 feet
- Drain tubing 10ft included
- Install transition if prefabricated
- Clean existing A/C coil (if required)
- Reconnect existing return air boot
- Reconnect electronic air cleaner and/or humidifier (task applies if the unit must be fully uninstalled)
- Reconnect to existing venting
- Start unit
- Set up
 - Check manifold pressure
 - Clock firing rate
 - Soap and dial test if applicable
- Check operation of thermostat
- Set heat anticipator for correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of furnace and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

(b) MID-EFFICIENCY FURNACE

Hi-boy to Hi-boy

- Remove old furnace
- Put new furnace in place
- Reconnect gas line up to existing up to 6 feet
- Reconnect electrical power supply to existing up to 6 feet
- Install transition if pre-fabricated
- Clean existing A/C coil (if required)
- Fasten angle to support existing coil if necessary
- Reconnect existing return air boot
- Reconnect electronic air cleaner and/or humidifier (task rate applies if unit has to be completely uninstalled)
- Reconnect to existing venting
- Start up
- Set up
- Set up manifold pressures
- Clock firing rate
- Soap and dial test if applicable
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of furnace and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

(c) AIR CONDITIONERS

Re and Re

- Recover refrigerant
- Disconnect and remove unit
- Put new unit in place
- Install the A coil into existing plenum
- Install new line set
- Connect to existing electrical including liquid tight and disconnect
- Install low voltage control wires
- Pressure test with nitrogen to proper specifications
- Pull system into a vacuum
- Ensure the system holds vacuum
- Open valves
- Start and set up
- Test thermostat operations (both heating and cooling)
- Demonstrate operation to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

New Install

- Put new unit in place on platform
- Install the A coil into existing plenum
- Install new line set and condensation system
- Connect electrical from panel to outdoor unit with proper fuses/breakers
- Install low voltage control wires
- Install heating/air conditioning thermostat
- Pressure test with nitrogen to proper specifications

- Pull system into a vacuum
- Ensure the system holds vacuum
- Open valves
- Start and set up (in season)
- Test thermostat operations (both heating and cooling)
- Demonstrate operation to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

Refrigerant Recovery

- Disconnect power supply
- Connect manifold gauges, recovery unit and recovery tank as per ODP guidelines
- Recover refrigerant and solder lines on condenser. As per ODP Guidelines
- Complete appropriate documentation as per ODP guidelines

Start up

Startup rate will be paid on installation when all the following checks are completed, and appropriate form is completed and submitted. If the checks are not completed the rate will not be paid.

- Startup unit
- Check amp draw at condensing unit
- Check temperature difference across evaporator coil
- Check air flow from registers
- Add or remove refrigerant required
- Document appropriate information as per ODP guidelines

Winter start-ups – for winter startups the following checks must be completed to be paid

- Check air flow from registers
- Add or remove refrigerant required by completing all necessary calculations
- Document appropriate information as per ODP guide lines

(d) MID or HIGH EFFICIENCY BOILERS

Re and Re

- Remove of existing boiler
- Put new boiler in place
- Reconnect supply and return lines up to 10 feet
- Reconnect gas up to 10 feet
- Reconnect venting up to 10 feet
- Start up
- Set up
 - Check manifold pressure
 - Clock firing rate
 - Soap and dial test if applicable
- Purge radiators
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement
- 50% will be paid on all extra signed off by the customer

New Installation of Mid or High Efficiency Boilers

- Remove of existing boiler
- Put new boiler in place
- Reconnect supply and return lines up to 25 feet
- Reconnect gas up to 25 feet
- Reconnect venting up to 25 feet
- Install water supply and shut off, back flow preventer, pressure regulator, low water cut off and expansion tank
- Start up
- Set up
- Check manifold pressure
- Clock firing rate
- Soap and dial test if applicable
- Purge radiators
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

(e) FIREPLACE INSTALLATION

- Inspect all products for signs of damage prior to start of installation
- Put fireplace in desired location
- Run gas line up to 10 feet
- Installation of venting systems
- Soap and dial test
- Test system operation
- Ensure install is to manufacturer's specification

- Demonstrate operation to customer
- Give customer warranty and operating manuals
- Clean-up work area
- Obtain sign off agreement

(f) HEATERS

Patio Heaters

- Installation of heater to manufactures specifications
- 20 feet of outside above ground gas pipe is included
- Give customer manuals
- Leak test to code and clock firing rate
- Demonstrate operation to customer
- Obtain sign off from customer

Tube Heaters

- Install heater to manufactures specifications
- Includes 20 feet of gas piping and venting (combined)
- Install all electrical connections required (as per task)
- Test gas pipe to meet code
- Cycle operation of heater from t-stat. (on and off)
- Clock firing rate
- Demonstrate operation to customer
- Obtain sign off

Unit Heaters

- Install heater to manufactures specifications
- Ensure that supports will support units weight
- Includes 20 ft of gas piping and venting (combined)
- Connect control wires
- Install all electrical connection as required (as

per task)

- Check manifold pressure
- Clock firing rate and match to rating plate
- Leak test to meet code
- Cycle from t-stat. (on / off)
- Demonstrate operation to customer
- Obtain sign off

Pool Heater

- Install heater to manufactures specifications
- Ensure proper venting system is used
- (draft hood/no draft hood)
- New or replacement install
- Connect all water lines
- Connect all electrical if applicable (as per task)
- Set up manifold pressure
- Clock firing rate
- Leak test to code standards
- Check venting action
- Demonstrate operation to customer
- Obtain sign off

(g) OTHER INSTALLATIONS

Carrier Thermostat

- Install new low voltage control wires
- Install outdoor sensor on north east wall
- Connect low voltage control wires to humidifier
- Program thermostat to customer's expectations
- Test operations of thermostat i.e. heating / cooling and humidifier on / off

Field Manufactured Transitions

- Lead Installer fabricates the heating/cooling transition on job site

Furnace Motor

- Installation of motor to manufactures specifications
- Check amp draw, adjust pulleys to setup amps
- Set belt tension correctly

Fan Centre Relay

- Installation to manufactures specifications
- Must be mounted on 4x4 electrical box
- Cycle system on heating / cooling and fan in the on and off position
- Limit must be checked for proper operation with fan in on position

Priced Extras

- 50% of extras charged to and agreed upon by the customer

Thermostat Wire

- Replace existing low voltage wire with new wire
- Ensure that heating / cooling and fan operates

Pony Panel

- Pony panel installations for power supply for appliance installations
- Must be installed according to code

Condensate Pump

- Pump must be mounted so it will not move or tip
- Connect 110-volt wires
- Install condensation hose to drain. Do not use outside termination on furnace and humidifier installs
- Test unit by filling with water to ensure it works

Drilling of Holes

Drilling of holes will be paid for:

- Water heater ABS venting
- New A/C installs (1 hole only) exceptions to be discussed with field manager

Drilling of holes will not be paid for:

- Gas piping on furnace installs, water heaters
- Any internal walls or floors
- BBQ hook-ups

(h) GAS PIPES

- Short Connections of Gas Pipes
- Used on stoves, BBQ, dryer when using flex hoses
- Leak test as per code
- Obtain sign off

Long Connection of Gas Pipe

- To be applied during the installation of a stove, drier or BBQ
- Combined installation of gas pipe and venting up to 20 feet
- Leak test to code
- Obtain sign off

Outside Gas Pipe

- Applies only during the install of pool heaters
- Applies only to oil to gas and electric to gas meter hookups
- Includes up to 10 feet
- Install supports to code
- Leak test to code
- Includes painting the pipe

Downtime

Down time will be paid if:

- Task rate employee does not receive notice that there is no work prior to showing up for work; he will receive the equivalent of a ½ day training/meeting rate.
- There is work at the beginning of the day and the work is delayed or a 4-hour period passes without work provided the employee was not given prior notice. In the case where an employee is offered work and they refuse they will not be paid down time. i.e. if the employee finishes their job at 10 AM and there is no work until 2PM, the employee will be offered this work. If he agrees to do this work every effort will be made to fill this time and no downtime will be paid. If they decline they will go home with just their morning pay.
- No notice is given prior to noon and the stay into the afternoon they will be compensated at the equivalent of ½ day training/meeting rate.

Note: if an employee is being paid downtime rate they will be available for work that may fall out of the scope of their normal work. i.e. Delivering equipment, warehouse work, picking up equipment etc.

Travel Allowances

Travel allowances will be paid if:

- Scheduling by the Company causes the employee to travel more than 50 kilometers from their normal base of operations to a job. Multiples of each 50 kilometers in a single journey will attract multiple entitlements.
- ie: 100kms = 2 Claims / 150kms = 3 Claims

- Scheduling by the Company causes the employee to travel more than 50 kilometers from their call to the next call. Multiples of each 50 kilometers in a single journey will attract multiple entitlements.
i.e.: 100kms = 2 Claims / 150kms = 3 Claims

Travel Allowance	Effective	Effective	Effective
	1-Apr-17	1-Apr-18	1-Apr-19*
Lead Installer	24.41	24.91	25.41
Installer	12.43	12.69	12.94
Maintenance Tech/ Duct Cleaner	19.04	19.43	19.82
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

Staging Allowance

To be paid when:

- Complete materials are not available in the district and the crew has to make a return trip to the customers' home.
- Installation crew must be directed to a supplier other than the primary supplier to pick up additional equipment or supplies.
- Installations are cancelled or altered due to some change in process out of control of the install crew.
- This will be applied after the field manager and the crew discuss the situation.
- Water heater drop-offs at another company's location (e.g. Reliance Home Comfort)

(i) Humidifier/Air Cleaner

Humidifier Installation

New or Re & Re

- Remove existing unit
- Re & Re – task only applies when replacing return air drop. Humidifier must be completely uninstalled
- Cut out opening in return air drop
- Mount new or existing unit so it is level
- Connect water supply from water lines to humidifier
- Connect drain and terminate at floor drain or sink. Do not terminate outside.
- Connect electrical control wiring
- Test for leaks and proper operation

Air Cleaner

New or Re & Re

- Applies to all add on air cleaners.
- Only applies when unit must be completely uninstalled to accommodate installation of product
- Connect new unit to furnace and cold air return
- Connect electrical where necessary (additional task for Electrical Power Supply not applicable)
- Test operation when testing furnace

INSTALL STANDARDS AND RATES

FURNACES		April 1, 2017	April 1, 2018	April 1, 2019*
F1	HIGH EFFICIENCY FURN (Includes all holes for venting)	204.95	209.15	213.34
	Install new/exchange HB to HB with existing vent and gas pipe up to 8ft of each, reconnect duct work, includes drilling all holes for venting as required. See Section A			
F2	VENT CHANGE S638S638 PIPING/ 25' PER RUN	34.15	34.88	35.55
	Vent change, install new or replacement of existing S638 up to 25ft per run. This task does not apply for up to 2 elbows and less than 24" of vent on a water heater exchange/install or HVAC install. It does include removal of old venting.			
F3	MID EFFICIENCY FURNACE (INCLUDES B-VENT UP TO 10')	170.80	174.30	177.79
	Install new/exchange existing furnace, includes B-vent up to 10 ft - See section (b). Note: SkyPAK New R-410A – The task rate for this type of installation is the same as the mid-efficiency furnace.			
F4	TRANSITION FITTING	29.27	29.87	30.47
F5	REPLACE R/A DROP	34.15	34.88	35.55
F6	DUCTWORK OVER SET ALLOWANCE	3.90	3.98	4.08
F7	HB TO HB TO MID EFF TO HIGH EFF INSTALL	34.15	34.88	35.55
	Vent change, install new or replacement of existing S638S638 up to 25ft per run. This task does not apply for up to 2 elbows and less than 24 inches of vent on a water heater exchange/install or HVAC install			
F8	NEW PLENUM INSTALL	48.80	49.80	50.80
F9	FURNACE DISMANTLING (MGR APPROVAL)	43.93	44.83	45.72
	Will be paid on removal of old oil furnaces from the basement agreed upon by the Field Manager.			
F10	VENTING UP TO 24" AND 2 ELBOWS	14.35	14.84	14.93
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

AIR CONDITIONING		April 1, 2017	April 1, 2018	April 1, 2019*
AC1	NEW A/C + FURN/INCL START-UP & CHARGING	180.55	184.26	187.94
	Replace existing or install new A/C unit with a furnace including all necessary line sets up to 25 ft. Electrical up to 25ft including all hook-ups. Includes start up and charging.			
AC2	NEW A/C (NO HF) INCL START-UP & CHARGING	200.08	204.18	208.26
	Install new A/C including compressor, "A" coil, line set and electrical up to 25 ft. Includes start up and charging. See Section C			
AC3	A/C WALL BRACKETS	17.56	17.92	18.27
	Drill wall and install wall brackets for outside A/C unit.			
AC4	EVAC SYSTEM (RECOVER EXISTING REFRIGERANT)	43.92	44.82	45.72
	Remove refrigerant from system in order to perform other work.			
AC5	CHARGE SYSTEM (NOT NEW INST)	43.92	44.82	45.72
AC6	LINESET OVER 25'	1.47	1.50	1.53
	Installation of additional line set over the allowances set out.			
AC7	ELECTRICAL WIRING OVER 25' (GUAGE: 8, 10, 12, 14 ROMEX/BX)	1.47	1.50	1.53
AC8	A/C COIL REINSTALL	34.15	34.86	35.55
	Remove and reinstall "A" coil while installing new furnace.			
AC9	BOX IN COIL (COIL LARGER THAN PLENUM, BOX REQUIRED)	29.27	29.87	30.47
AC10	TX VALVE INSTALLATION	36.94	37.70	38.45
	When installed by the crew in addition to A/C Unit.			
AC11	INSTALL COMPRESSOR BLANKET	18.47	18.85	19.23
	When installed by the crew in addition to A/C unit.			
AC12	INSTALL DUCTLESS SPLIT (INCL. START UP & CHARGING)	185.44	189.24	193.02
	Installation of the new unit, including the compressor, line set and electrical up to 25ft.			
AC13	CONTROL WIRE	19.51	19.91	20.31

*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI

INSTALL STANDARDS AND RATES

BOILERS		April 1, 2017	April 1, 2018	April 1, 2019*
BO1	HIGH/MID EFF BOILER - NEW INSTALL	322.07	328.68	335.25
	See Section D.			
BO2	BOILER EXCHANGE HI EFF	234.24	239.05	243.83
	See Section D.			
BO3	BOILER EXCHANGE MID EFF	214.71	219.11	223.49
	See Section D.			
BO4	DRAIN SYSTEM	48.80	49.80	50.80
BO5	SHUTOFF	9.76	9.96	10.16
BO6	PRESSURE REGULATOR	9.76	9.96	10.16
BO7	EXPANSION TANK	19.51	19.91	20.31
BO8	BACK FLOW PREVENTOR	9.76	9.96	10.16
BO9	RETURN HEADER	19.51	19.91	20.31
BO10	SUPPLY HEADER	19.51	19.91	20.31
BO11	LOW WATER CUTOFF	19.51	19.91	20.31
BO12	4-WAY VALVES	14.64	14.94	15.24
BO13	ISOLATION VALVES	9.76	9.96	10.16
BO14	BYPASS VALVE	19.51	19.91	20.31
BO15	CIRCULATION PUMP	39.04	39.84	40.63
BO16	AIR SCOOP	24.40	24.90	25.40
BO17	FLOW CONTROL	19.51	19.91	20.31
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

VENTING		April 1, 2017	April 1, 2018	April 1, 2019*
V1	2" S636 OVER SET ALLOWANCES' = FT	1.47	1.50	1.53
V2	3" S636 OVER SET ALLOWANCES= FT	1.50	1.53	1.57
V3	DIRECT VENT ROOF TERMINATION	63.45	64.75	66.04
V4	CHIMNEY LINER	48.80	49.80	50.80
	Install, tie-in and cap liner through existing chimney on single or two-story installs.			
V5	WH VENT CHANGE	14.64	14.94	15.24
V6	B VENT UP TO 10'	24.40	24.90	25.40
V7	B VENT OVER 10'	3.90	3.98	4.06
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

WATER HEATERS				
All rates for water heaters include a total of 10 linear feet of each material, gas piping, water piping and venting.		April 1, 2017	April 1, 2018	April 1, 2019*
WH1	CONVENTIONAL TANK EXCH O - G	156.16	159.36	162.54
WH2	CONV EXCH G - G NO VENT CHG	63.45	64.75	66.04
WH3	CONV EXCH G - G VENT CHG	78.07	79.67	81.27
WH4	PV TANK EXCH - OTHER TO GAS	156.16	159.36	162.54
WH5	PV GAS TO GAS - NO VENT CHANGE	68.32	69.72	71.11
WH6	PV GAS TO GAS - VENT CHANGE	107.36	109.57	111.76
WH7	75-GAL TANK PREMIUM	19.51	19.91	20.31
	An Additional rate will be paid on top of normal rate for the installation of all 75-gal water heaters			
WH8	DV TANK EXCH - OTHER TO GAS	175.68	179.28	182.87
WH9	DV GAS TO GAS - NO VENT CHANGE	87.84	89.64	91.43
WH10	DV GAS TO GAS - VENT CHANGE	117.11	119.51	121.90
WH11	TANKLESS DV TANK EXCH - OTHER TO GAS	175.68	179.28	182.87
WH12	TANKLESS DV GAS TO GAS - NO VENT CHANGE	87.84	89.64	91.43
WH13	TANKLESS DV GAS TO GAS - VENT CHANGE	117.11	119.51	121.90
	Note: Rinnai or similar wall mounted instantaneous water heaters along with Bradford White PV/DV and Select PV/DV to be paid the same as Direct Vented tank install plus existing pay rate for drilling holes if required, and \$4.00/ft for 3" venting (concentric or conventional) over and beyond the 10 ft. allowance			
WH14	POLARIS CENTRAL HEATING	203.18	207.35	211.49
	Being used for central heating where heating loop is away from unit -exchanging the Polaris water heater -reinstallation of the air exchangers -up to 10' of venting, water and gas lines -start up as per checklist			
WH15	POLARIS RE AND RE AIR HANDLER	73.89	75.40	76.91
	Complete removal and reinstallation of air handler on top of Polaris tank when required			
WH16	POLARIS STRAIGHT EXCHANGE	101.59	103.68	105.75
WH17	FULL REMOVAL	43.93	44.83	45.72
	Removal of water heaters where no installation has taken place. This includes draining the tank, cutting and capping water lines and gas lines.			
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

WATER HEATERS		April 1, 2017	April 1, 2018	April 1, 2019*
WH18	PICK UP OUTSIDE REMOVALS	29.27	29.87	30.47
	Pick up of water heaters that have been removed and placed outside for pick up.			
WH19	SUNDAY & STAT HOLIDAY EXCHANGES - PER INSTALL	29.27	29.87	30.47
	Will be paid to the crew on each installation completed on a Sunday and stat holidays.	29.27	29.87	30.47
WH20	STANDBY RATE - PER DAY	29.27	29.87	30.47
	Volunteers will staff standby on weekends, if no volunteers, seniority will be used on a rotational basis.	29.27	29.87	30.47
WH21	INSTALL MIXING VALVE	29.27	29.87	30.47
	Install mixing valve or anti scald valve to standards	29.27	29.87	30.47
WH22	COMMERCIAL W/H INSTALL	29.27	29.87	30.47
	Installation of commercial water heater over 75,000 BTU, including removal and all allowances as stated above.	29.27	29.87	30.47
WH23	COMMERCIAL W/H REMOVAL	29.27	29.87	30.47
	Removal of commercial water heaters where no installation has taken place. This includes draining the tank, cutting and capping water and gas lines	29.27	29.87	30.47
WH24	REMOVAL DROP TO RELIANCE HOME COMFORT DEPOT	29.27	29.87	30.47
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				
INDOOR AIR QUALITY		April 1, 2017	April 1, 2018	April 1, 2019*
IAQ1	REPLACE TSTAT/ WIRE UP TO 25' (2 to 4/5 WIRE)	19.51	19.91	20.31
IAQ2	THERMOSTAT WIRE OVER 25' = _____ FT	0.98	1.00	1.02
IAQ3	IAQ BASIC PACKAGE*	18.47	18.85	19.23
	Includes thermostat and 1" filter.			
IAQ4	IAQ ESSENTIAL PACKAGE*	64.65	65.97	67.29
	Includes thermostat, 1" filter and humidifier.			
IAQ5	IAQ ENHANCED PACKAGE*	110.82	113.09	115.35
	Includes thermostat, 5" media or 24v filter and humidifier.			
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

INDOOR AIR QUALITY		April 1, 2017	April 1, 2018	April 1, 2019*
IAQ6	IAQ ADVANCED PACKAGE*	110.82	113.09	115.35
	Includes thermostat, electronic air cleaner and humidifier.			
	*COMPONENTS NOT TO BE INDIVIDUALLY PRICED			
IAQ7	ELECTRONIC AIR CLEANER NEW AND RE AND RE	63.45	64.75	66.04
IAQ8	HUMIDIFIER RE AND RE	58.56	59.76	60.96
IAQ16	HUMIDIFIER NEW STAND ALONE	105.26	107.42	109.57
	Humidifier installation -flow through, both new and re-installation of existing units. See Section I.			
IAQ9	APRILAIRE OUTDOOR SENSOR W/HOLE	9.76	9.96	10.16
	Installation of outside sensor for Aprilaire Humidifier, this includes the running of wire and the drilling of hole for the installation.			
IAQ10	CARRIER THERMIDISTAT	43.93	44.83	45.72
IAQ11	ALL AIR 1000 STANDALONE INSTALL	97.60	99.60	101.59
	Installation of unit to manufacturers specs. Replace existing cold air return, insert new unit, transition fittings, wire unit in to power source and install UV lamps and air filters.			
IAQ12	ALL AIR 1000 WITH FURN INSTALL	78.07	79.67	81.27
	Installation of unit to manufacturers specs as per above while completing new/replacement work.			
IAQ13	A-COIL MODULE W/ALL AIR 1000	39.04	39.84	40.63
	Installation of unit to manufacturers specs. Cut-in and securing of A-coil lamp assembly, wire unit in to power source and install UV lamps			
IAQ14	HEPA FILTERS - 4000&6000 UNITS	63.45	64.75	66.04
	Installation of unit to manufactures specs. Including all necessary ducting and electrical.			
IAQ15	HEAT RECOVERY VENTILATOR+ELECTRICAL	156.16	159.36	162.54
	Installation of heat recovery unit to manufacturer's specifications, including 40ft of venting.			
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

MISCELLANEOUS		April 1, 2017	April 1, 2018	April 1, 2019*
MS1	UNDERGROUND TRENCHING/FOOT	9.77	9.97	10.17
MS2	RANGE HOOD INSTALLATION	87.84	89.64	91.43
MS3	BBQ ASSEMBLY	34.15	34.86	35.55
MS4	SPACE/BASEBOARD HEATER INSTALL	136.64	139.44	142.23
	Basic installation up to 20' of piping and venting.			
MS5	POOL HEATER INSTALLATION	156.16	159.36	162.54
	Installation of new/or replacement of existing See Section F.			
MS6	TUBE HEATER	136.64	139.44	142.23
	Installation of tube heaters to manufacturer's specifications plus the appliance suspension rate. See section F.			
MS7	PATIO HEATER	73.19	74.69	76.19
	Installation of patio heaters to manufacturer's specifications See Section F.			
MS8	UNIT HEATER	156.16	159.36	162.54
	Installation of unit heater to manufacturer's specifications plus the appliance suspension rate. See Section F.			
MS9	WATER FILTRATION	58.56	59.76	60.96
	Paid for installation of water filtration system on trip to home for installation only, includes drilling of counter top and connecting all water lines.			
MS10	WATER SOFTENER	97.60	99.60	101.59
	Paid for installation of water softener, this includes 10 ft of copper, 10 ft of drainpipe. 50% paid on the extra work performed and agreed upon by the customer			
MS11	CONDENSATE PUMP /w DRAIN LINES	19.51	19.91	20.31
MS12	DRILL HOLE EXT WALL 2" (NOT FOR HI-EFF VENT)	14.64	14.94	15.24
MS13	DRILL HOLE EXT WALL 3" (NOT FOR HI-EFF VENT)	34.15	34.86	35.55
MS14	FIREPLACE INSTALL	170.80	174.30	177.79
MS15	INSTALL VISSAN SURROUND	53.68	54.78	55.88
MS16	INSTL VISSAN /W VENT CONCEALER	68.32	69.72	71.11
MS17	MANTEL INSTALLATION	53.68	54.78	55.88
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

MISCELLANEOUS		April 1, 2017	April 1, 2018	April 1, 2019*
MS18	PONY PANEL INSTALLATION	29.27	29.87	30.47
	Installation of pony panel for additional breakers on appliance installs. See Section G.	34.15	34.86	35.55
MS19	FURNACE MOTOR (INCLUDES PULLEY, WHEEL & BELT)	14.64	14.94	15.24
MS20	FAN CENTRE RELAY	1.94	1.98	2.02
MS21	CONDUIT (RIGID CONDUIT)	1.94	1.98	2.02
MS22	GAS PIPING OVER SET ALLOWANCE	58.56	59.76	60.96
MS23	UP TO 10' OUTSIDE GAS PIPE TO 1" (E-G, O-G, INC. Meter Hook ups)	1.47	1.50	1.53
	Connect up to 10' outside piping 1/2" and 1" See Section H.			
MS24	WATER LINES OVER 10'	1.47	1.50	1.53
	For installs over allotted allowance			
MS25	ELECTRICAL WIRING OVER 25'	1.47	1.50	1.53
MS26	DRAIN LINES OVER 10' SET ALLOWANCE	1.47	1.50	1.53
MS27	SHORT CONNECT/DISCONNECT	48.80	49.80	50.80
	See Section H.			
MS28	LONG CONNECT UP TO 20' INCLDS	78.07	79.67	81.27
	Long connects up to 20' combination of gas piping and vent pipe. See Section H.			
MS29	WORK IN ATTIC/CRWSPC OVER 30%	58.56	59.76	60.96
MS30	WORK IN ATTIC/CRWSPC UP TO 10%	14.64	14.94	15.24
MS31	WORK IN ATTIC/CRWSPC UP TO 30%	29.28	29.88	30.48
	<ul style="list-style-type: none"> • Will be paid to the crew for time/job worked in an attic or crawl space. • Space defined as a crawl space or attic that is less than 4 feet <u>high</u> or working under a home in an unexcavated space. If any clarification is needed on these jobs, the Lead Installer will contact the Field Manager for review • Premium for attic and crawl space for maintenance techs and duct cleaners – will apply per call that meets the same definition as for installs 	21.76	22.20	22.65
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

MISCELLANEOUS		April 1, 2017	April 1, 2018	April 1, 2019*
MS32	PRE-INSPECT	24.40	24.90	25.40
	Pre-inspection and pricing of extras for possible installs. The pre-inspect payment is intended to apply for up to a 1-hour diversion for a pre-inspect in the same area as another job and is not intended to be used on a regular basis			
MS33	APPLIANCE SUSPENSION	58.56	59.76	60.96
	Installation of all braces and supports to hang appliance from rafters or beams as per industry standards.			
MS34	ELECTRICAL POWER SUPPLY	34.15	34.86	35.55
	As per ESA regulations, the installation of electrical power supply up to 25' of wiring. This task only applies to relocation of existing switch and/or new receptacle i.e. condensate pump			
MS35	STAGING ALLOWANCE To be paid when:	24.40	24.90	25.40
	<ul style="list-style-type: none"> • Complete materials are not available in the district and the crew has to make return trips to the customers home. • Installations are cancelled or altered due to some change in process out • This will be applied after the Field Manager and the crew discuss the situation. • When an installation crew/maintenance tech/ duct cleaner has a regular service completed on their truck during working hours. 			
MS37	PRICED EXTRAS = _____ @50%=			
MS38	PROPANE CONVERSION	36.94	37.70	38.45
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI				

INSTALL STANDARDS AND RATES

DUCT CLEANING*	April 1, 2017	April 1, 2018	April 1, 2019*
1-15 vents	57.72	58.91	60.08
16-25 vents	69.27	70.69	72.10
26+ vents	92.36	94.25	96.14
Code 20	12.80	13.06	13.32
Paid for when the customer is not home			
Referral Program	13.86	14.15	14.43
Referral Program rate applies to grandfathered duct cleaners only for the term of this agreement.			
Complete duct cleaning service to standards on homes of specified size.			
Two Furnaces – will be treated as two separate systems with a 21.22 discount applied to the total task for a two-furnace system in the same home (Eg. Task for 50 vent homes with two furnaces would equal $2 \times \$86.61 - \$21.22 = \$152.00$)			
Custom Quotes – task for the duct cleaner will be 15% of the price charges to the customer not including tax.			
Duct Cleaners will be aligned with the Maintenance Technician classification for purposes of downtime, benefits, travel time, sick benefits etc.			
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL-items) CPI			

INSTALL STANDARDS AND RATES

MAINTENANCES	April 1, 2017	April 1, 2018	April 1, 2019*
Maintenance performed from 8am to 4:30pm shift.	24.40	24.90	25.40
Maintenance performed on voluntary basis on 12pm to 8pm shift.	29.27	29.87	30.47
Paid when maintenance is started after 4:30pm. Not to be pyramided with voluntary shift rate.	4.88	4.98	5.08
Boiler maintenance	43.92	44.82	45.72
Installing a fan belt on furnace while completing a furnace maintenance.	1.95	1.99	2.03
Installing a thermocouple while completing a furnace maintenance.	4.88	4.98	5.08
Carbon cleaning			
50% Paid on the extra work, performed on a maintenance and agreed upon by the customer.			
Humidifier Maintenance	14.64	14.94	15.24
Humidifier cleaning when completed with furnace maintenance.			
Fireplace Cleaning	24.40	24.90	25.40
A/C Maintenance	37.09	37.85	38.60
Code 20, 40, 50	4.88	4.98	5.08
Paid for when the call is not completed or is cancelled.			
*Minimum to a maximum of 2.5% based on CPI Ontario (ALL- items) CPI			

INSTALL STANDARDS AND RATES

Task Referral Program

In order to contribute to the growth of the business, the company would consider implementing a referral program to promote the business when employees are working at customers' homes.

This would involve the following activity:

- Review Install/Perfect visit checklist with customer and leave copy with the HVAC equipment
- Leave feedback card and/or contact information and encourage customer to send in their feedback
- Ask Customer for referral from friends/neighbours/family and explain customer referral program
- Thank customer for their business

APPENDIX “D” COMPANY SUPPLIED TOOLS FOR CERTAIN CLASSIFICATIONS

Service/HVAC

CARBON MONOXIDE ANALYZER
DIGITAL CLAMP-ON MULTI-METER KIT
DIGITAL MANOMETER KIT
LADDER
VACUUM (SHOP VAC)
PURGING TOOL
CORDLESS DRILL
HVAC only
RECLAIM CYLINDER 50LB
NITROGEN REGULATOR
VACUUM PUMP
RECLAIMER
REFRIGERANT SCALE
R410A GAUGES
R22 GAUGES
FLARING AND SWAGING KIT
TURBO TORCH KIT
DIGITAL SUPERHEAT THERMOMETER (optional)
MICRON GAUGE

Maintenance

CARBON MONOXIDE ANALYZER
DIGITAL CLAMP-ON MULTI-METER KIT
DIGITAL MANOMETER KIT
PURGING TOOL
VACUUM (SHOP VAC)

Installation Crew

	Tool Count per Crew
EXTENSION LADDER	1
STEP LADDER	2
APPLIANCE CART	1
DIGITAL MANOMETER KIT	1
VACUUM (SHOP VAC)	1
WATER PUMP	1
HAMMER DRILL	1
SPLINE DRIVE ROTARY HAMMER	1
¾-17-22 ROTARY HAMMER (2 CUTTER)	1
Bit 1 ½" ROTARY HAMMER (CORE)	1
Bit 2 ½" ROTARY HAMMER (CORE)	1
Bit 3 ½" ROTARY HAMMER (CORE)	1
ADAPTOR F/CORE DRILL CENTER BIT	1
18" SPINE CORE ADAPTOR	1
SAWZALL	1
PIPE THREADER	1
PIPE CUTT. STEEL SINGLE WH.	1
GAS PIPE REAMER	1
HOLDER OOR	1
DIGITAL CLAMP-ON MULTI-METER KIT	1
R410A GAUGES	1
R22 GAUGES	1
FLARING AND SWAGING KIT	1
REFRIGERATOR SCALE	1
VACUUM PUMP	1
RECLAIMER	1
RECLAIM CYLINDER	2
NITROGEN REGULATOR	1
B-TANK REGULATOR	1
EXTENSION CORDS	2
TURBO TORCH	1
MICRON GAUGE	1
CORDLESS DRILL	2
GFI	2

Plumbers

ELECTRIC SNAKE
DREMEL / GRINDER
LADDER (6FT) ALUMINUM
GARDEN HOSE 25'
SHOP VAC
FIRE EXTINGUISHER
WATER SOFTENER WRENCH
GFI
EXTENSION CORD
PORTABLE LAMP (FLORESCENT)
TOILET AUGER
CAT. 3 MULTI-METER
ELECTRIC SAWZALL
CORDLESS DRILL 18V
TRANSFER PUMP
5 GALLON BUCKET
2 GALLON BUCKET
CLOTH TARP 12' X 12'
JIG SAW
PEX TOOL

Health and Safety Equipment Supplied

DUST MASK W/FILTER
GOGGLES F/CHEMICALS
FIRST AID KIT
HEARING PROTECTION
WORK GLOVES W/ LEATHER PALM
ANTI-CUT GLOVES
GLOVES F/CHEMICALS
GLOVES COTON W/PVC DOT
SAFETY GLASSES
FIRE EXTINGUISHER
SHOE COVERS
HARD HAT
RAINSUIT 3PC
GROUND FAULT
FOREARM LIFT STRAP SET
CARPET / FLOOR SHIELD
FLOOR COVERING / RUBBER BACKED
REPLACEMENT CARTRIDGE P100
DUAL CART. RESPIRATOR F/ ASBESTOS
TYVEK SUIT W/ HOOD F/ ASBESTOS
TRAFFIC VEST TEAR AWAY
TRAFFIC CONE
ELECTRICAL LOCK OUT

Other

The company will also supply “consumable” type items such as tape, batteries, cutting oil, vacuum filters, screws etc.

Addendum

The parties have met to discuss further details on the tool allowance as agreed during formal negotiations. The following items forming this addendum will be part of the collective agreement effective immediately:

Cordless Drill on Install Vehicles

One of the cordless drill noted under the "Installation Crew" category will be supplied by the company and will remain the property of the company as part of the install vehicle, as with all other company supplied tools.

Batteries

Disposable batteries will be supplied by the company as required, however, rechargeable batteries for tools will not be supplied unless they are for a tool on the company supplied tool list as part of this agreement (i.e. Rechargeable batteries for a cordless drill for a Technician would not be supplied by the company).

New Employees

New employees will be supplied with a set of hand tools if they are new to the field (e.g. Apprentices).

New employees who are experienced in the industry and who already have their own hand tools will have their tools inspected by a Field Manager (or designee) and at the discretion of the company have the following options:

- (a) Based on the company Hand Tool list, have any missing or worn out hand tools replaced by the company, OR,
- (b) Be given a one-time payment of \$300.00 to bring the complement of hand tools up to company standards.

All hand tools supplied by the company for new hires will remain the property of the company until the expiry of their probationary period.

Combustion Analyzer (Boilers & Conversion Burners)

For technicians designated to complete this specialized servicing, the company will supply an appropriate combustion analyzer.

Micron/Vacuum Gauge

The company will supply this tool for Lead Installers, however, similar to Technicians they must be trained and qualified to use the tool before being supplied.

Theft of employee owned Hand Tools

In general terms, employees are responsible for the safekeeping of their own tools. However, the company will consider replacing hand tools lost under extenuating circumstances such as:

- a break-in has occurred on company property (or to a company vehicle) and a complete hand tool kit has been stolen
- other extenuating circumstances, for example, a company vehicle being destroyed by fire or no-fault traffic collision
- the employee and/or supervisor/manager has reported the incident to the Police and filled out a Loss Theft Damage report (*these reports would be mandatory for any claim submitted*)

Additions to Company Supplied Tools

The following items will be added to the complement of “Company Supplied” tools for the appropriate job classification:

TROUBLE LIGHT W/RECEPTABLE 25' CORD	Service, Maintenance, Lead Installer
EXTENSION CORD 50' INDOOR/OUTDOOR	Service
HUB PULLER	Service
SELF LIGHT TORCH IGNITOR	Service
SPRAYER 1.5G	Service, Maintenance
EXTENSION CORD CADDY (BAYCO)	Maintenance
RUBBER HOSE 50FT	Service, Maintenance, Lead Installer
ABS CUTTER UP TO 3" ABS	Lead Installer
CORD CADDY 15' CORD	Lead Installer
PURGING TOOL	Lead Installer
SHOVEL ROUND MOUTH LONG HANDLE	Lead Installer
TURBO SHEAR	Lead Installer
DIE HEAD 1/2" (COMES WITH THREADER)	Lead Installer
DIE HEAD 3/4" (COMES WITH THREADER)	Lead Installer
DIE HEAD 1" (COMES WITH THREADER)	Lead Installer
FISH TAPE 50'	Lead Installer

It is understood that the company will supply consumable type items as follows:

Service: Paint brushes, hacksaw blades, Nut driver bits

Maintenance: Nut driver bits

Lead Installers: Paint brushes, Corn brooms, sawzall blades, hacksaw blades, boring bits, propane, replacement mirrors, utility knife blades, hole saw blades, hole saw arbor, masonry drill bit, nut driver bits, nylon rope, auger bit, water paid, etc.

Installer: RBT driver bit

APPENDIX “E” TRANSITION AGREEMENT

The Company and the Union do hereby agree:

1. The following transition agreement is enforceable under the collective agreement.
2. The following procedures will be used for redundancies, relocations and in the clerical classifications, where a whole department or area is made redundant or moved, as well as the bumping associated with it.
3. Enhanced Severance

An employee will be eligible for enhanced severance if both of the following two criteria are met:

- (i.) The employee’s job is redundant, or the employee’s location is being closed.
- (ii.) The employee commits to remain in the current job until the date provided in the official notice of the date that the employee’s position will become redundant (Sixty (60) days) (it being understood that if an employee leaves early their severance will be reduced by the number of weeks they leave early).

The enhanced severance package will consist of:

Three (3) weeks base regular pay per year of completed continuous service to a maximum of fifty-two (52) weeks and a minimum of twelve (12) weeks. Employees who are fifty (50) years of age or more by the date of the transition will be entitled to an additional eight (8) week’s pay. Health and Dental benefits will be extended for twelve (12) weeks following the termination date. As a condition for accepting their severance pay the employee will resign from the Company and waive any seniority or recall rights.

Part-time clerical employees will be eligible for the same enhanced severance package. For purposes of the severance calculation, base regular pay will be calculated on 24 hours per week

The above severance package includes the employer's obligation for severance under the Employment Standards Act.

Employees who do not qualify for enhanced severance and are laid off through the layoff procedure will have recall rights. At any time during the 24 months on recall any such employees who at the point of layoff had five or more years of seniority may waive their recall rights and receive severance pay calculated as follows:

- one (1) week's base regular pay multiplied by the number of years of completed continuous service and the fraction of a year of completed services, to a maximum of twenty-six (26) weeks.

Once an employee receives severance or salary continuation arising from severance, they waive all rights to recall. Employees can defer severance pay and can remain on the recall list, without wages, pension service and benefits, until recall rights expire at which time they will receive their severance payment as a lump sum.

An employee, who is close to an unreduced pension, may elect to receive their severance as salary continuation at a rate which is as low as 50% of their normal pay, so as to extend the period of service for pension purposes to an unreduced pension. In these circumstances pension deductions will continue and the employer will maintain these employees on the dental and health plan for the period of salary continuation.

An employee who is not close enough to an unreduced pension based on the paragraph above, may elect to receive severance as salary continuation at their normal pay, it being understood that pension services does not accrue, and all benefit and other provisions of the collective agreement will not apply.

4. Voluntary Severance

If there are employees who are not successful in securing a position and would otherwise be laid off

(or have been laid off and are on recall status), expressions of interest in a voluntary severance package will be considered from clerical employees.

The Company may accept a request for voluntary severance but only if the employee about to be laid off or on recall status can be placed in an opening created by the employee taking voluntary severance.

If more expressions of interest for voluntary severance are offered than required, seniority governs.

5. Travel Allowance

A travel allowance of \$75 per week will be paid to affected employees who must relocate to a different office location that is 60km or more from their previous place of work. This allowance will be paid for six (6) months commencing from the start date in the new location.

6. Wage Protection

Successful applicants to lower rated positions will be subject to the following conditions: (PT)

- (a) Successful applicants to lower rated positions will have their rate of pay red-circled until such time as the actual rate of the position catches up to their rate of pay or they post out of that position.
- (b) For the purposes of a) an employee transitioning will remain on their same Wage Rate Tier in the new position.
- (c) Field Employees transitioning to Clerical position will move to the highest step within the applicable Clerical Range and Tier.

7. Training

Appropriate training will be provided to all successful applicants as required.

8. Article 22.04 Clerical Shifts

Clerical shifts will be according to the job description.

APPENDIX “H” APPRENTICESHIP PROGRAM

Enercare will participate in i) Plumbing Apprenticeship ii) Electrical Apprenticeship and iii) the Residential Air Conditioning Systems Mechanic Program utilizing licensed journeypersons and apprentice 313D mechanics for the term of the current collective agreement:

The Company:

1. Will pay as per the pay scale in the CBA Article 27.05 Technical Classification - “WAGE RATE” equal to their current rate of pay.
2. All other provisions of the CBA will apply.

Apprentice:

1. Must be enrolled in an applicable ministry Apprenticeship Program (Plumbing, Electrical, HVAC)
2. Has applied and has been accepted into the **company** Apprenticeship Program.
3. Has consistently operated in a manner consistent with the values of the Company (***or has demonstrated through the evaluation process if an external hire***).
4. Will cover all cost associated with the **applicable** Apprenticeship Program with the exception of the cost outlined under the Company.
5. Returns all Company property and equipment during school terms.

The Company:

1. 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.
2. Enercare Home Services will assume the enrolment of the apprentice with the government and be involved with the planning of trade school and the timing of that schooling.
3. Will lay-off the employee for the period of time they attend school.
4. Will provide benefits coverage during the school term with the exception of STD and LTD coverage.
5. Will accommodate the use of vacation time in compliance with Canadian Employment Insurance requirements, in order for the employee to maintain their higher pay level while at school.
6. Will accumulate the employee's Company seniority during the school term or layoff period.
7. 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.
8. Will pay as per the pay scale based on a % of the **fully qualified hourly rate for the applicable classification:**

Plumber - 1st year – 40%, 2nd year- 50%, 3rd year- 60%, 4th year- 70%, 5th year- 80%.

Electrician - 1st year – 40%, 2nd year- 50%, 3rd year- 60%, 4th year- 70%, 5th year- 80%.

HVAC (313D residential air conditioning license) - 1st year- 40%, 2nd year- 60%, 3rd year- 80%.
9. Will move the apprentice to the fully qualified wage upon completion of the **applicable license as administered by the Ontario College of Trades** in Ontario.

10. Will **not exceed the maximum ratio** of apprentices allowed by the Ontario College of Trades guidelines and will mirror the shift of a company Technician so that there is always a Tech available for questions or help.
11. Will add Apprentices into the schedule tool based on the fact that they will have a resource to go to at any given time during a shift.
12. Will provide calls based on the ability (skill sets) of the **Apprentice** Tech and they will have a lower productivity level on the schedule that can be adjusted based on how they are performing. Apprentices will do one on one training for learning new skill sets.
13. Will provide the Apprentice bonuses and other spiffs that will be paid the same as **the applicable Technician classification**.
14. Will provide the Apprentice the same equipment as **other Technicians in the same classification** with the vehicle home deployed calls provided on **mobile field technology**.
15. May at times use the Apprentices as tech assists to help with their future growth and provide one on one time with another **fully qualified Technician from the same classification** in the home.

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

APPENDIX “I” PLUMBERS

The Company:

1. Will pay as per the pay scale in the CBA Article 27.05 Technical Classification - “WAGE RATE” equal to their current rate of pay.
2. All other provisions of the CBA will apply unless for specific exceptions noted below.

The company further proposes the following for the Plumbing classification

- Re Article 16.13 1) – for the Plumbing team, time off allotment can be up to 30% year-round.
- Re Article 16.13 2) – for the Plumbing team, shift schedules need only be set once per year, with a Feb 15 deadline. All other provisions of Article 16, LOU 14 etc. still apply.

ONLY Managers will hold license going forward. The company will no longer utilize Local 975 members in the senior master plumber capacity. Notwithstanding, the current incumbent receiving the 5% premium will be grandfathered until such time the employee posts to a different position or is no longer with the company.

Further, the company will remove plumber license from company trucks.

APPENDIX “J” ELECTRICIANS

The Company:

1. Will pay as per the pay scale in the CBA Article 27.05 Technical Classification - “WAGE RATE” equal to their current rate of pay.
2. All other provisions of the CBA will apply unless for specific exceptions noted below.

The company further proposes the following for the Electrician classification

- Re Article 16.13 1) – for the Electrician team, time off allotment can be up to 30% year-round.
- Re Article 16.13 2) – for the Electrician team, shift schedules need only be set once per year, with a Feb 15 deadline. All other provisions of Article 16, LOU 14 etc. still apply.

ONLY Managers will hold license going forward. The company will not utilize Local 975 members in the master electrician capacity. Further, the company will remove electrical license from company trucks.

APPENDIX “K”

CONTRACTOR LABOUR USAGE REPORT

The company agrees to provide a list of contractors and contractor usage (contractor Labour usage report) on a monthly basis, where the Director of Labour Relations, Unit Chair of Unifor Local 975 and an appointed operations management representative will convene a meeting to review and discuss.

LETTER OF UNDERSTANDING #1 DRIVER'S LICENSE

In the event that an employee who requires a valid driver's license to carry out normal job duties loses their license for a period of time; the Company will attempt to provide reasonable accommodation to such an employee. If no reasonable accommodation is possible, the employee will be placed on leave of absence without pay.

The affected employee has three (3) principal responsibilities throughout:

1. to advise their manager of any Highway Traffic Act violation while operating a Company vehicle and advise their manager of a potential loss of license and the time frame thereof,
2. to provide sufficient documentation of the loss, and
3. to advise the Company at least thirty (30) days prior to the estimated date of return of license.

The specifics of each case will be discussed with the Local Union President as soon as possible.

LETTER OF UNDERSTANDING #2 GROWING THE BUSINESS

The Company is committed to successfully growing its competitive sales and services business with our own employees in our franchise area. Inherent in this commitment is the belief that providing exceptional customer service is critical to our success and that the most effective way to deliver this service is through dedicated and enthusiastic employees who are personally committed to our service goals and values.

LETTER OF UNDERSTANDING #3 EMPLOYEE SECURITY

The Company will continually need to change in order to pro-actively respond to changes in our business environment. The Company recognizes that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal security. The Company recognizes that enhancing personal security facilitates enhanced employee contribution and satisfaction.

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for all employees to training which assists them in dealing with change and in career planning, redeployment processes to ensure best efforts are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

The Company agrees that they shall not sub-contract work that is presently being performed by employees covered by this agreement that would by so doing result in lay off of regular Bargaining Unit employees, by patch or job classification. Also that by doing will result in a reduction in the wage rate of regular Bargaining Unit employees.

LETTER OF UNDERSTANDING #4 INVOLVEMENT PHILOSOPHY

We, the Union and Management, jointly recognize that the future success of our Company is tied directly to the individual and collective actions of our employees. To continue to be successful in a competitive market we need all employees to take personal accountability to positively engage with, and commit to, the achievement of our business strategy.

To remain a profitable and successful Company we recognize that we must meet the needs and requirements of all our stakeholders: our employees, our customers and our shareholders. Achievement of this goal is only possible with the involvement and commitment of our employees. We believe that employees in all roles across the Company have valuable skills, experience and knowledge that will support the business strategy. We also recognize that employees, who understand the direction of the Company and the business results, will be better able to apply their knowledge, skills and experience in a way that is beneficial to all. By involving employees and their Union in discussions on process and operational efficiencies, customer satisfaction and business generation, we will enable opportunities for employees to take personal accountability for contributing to the success of the Company, and for creating a better work experience for themselves.

LETTER OF UNDERSTANDING #5 PHILOSOPHY STATEMENT RE: LEARNING AND DEVELOPMENT

The parties have identified a common interest in developing a learning strategy that will ensure the economic viability of both employees and the Company by working in a co-operative manner while taking into account the interests of all stakeholders.

Whereas employees respond differently to certain situations, the broadest possible platform for learning must be established so that they can feel the highest degree of security as they undergo training for the jobs of the future. At the same time and not exclusively, the Company must be able to maximize the return on their investment in training that is tied to solving business issues.

Continuous learning can be viewed as a requirement under two distinct situations. Firstly, ongoing enhancement of skills and competencies that are directly required to perform the tasks associated with current jobs and recognizing that tasks and skills continuously evolve. Secondly and whereas it is agreed that learning is a life-long experience, there is the development of skills that enhance and employee's future employability and their personal need for growth. The employee and the Company have a shared accountability for achieving success in both areas.

The Company will create an atmosphere for learning through a strategic training plan and will ensure that quality training is made available to all employees on Company time and at Company expense. Further, this training will be viewed as part of a development process and as such, measures will be put in place to gauge its effectiveness. Employees caught up in the changing nature of the workplace will, whenever possible, receive retraining as part of an overall redeployment strategy.

It is expected that employees will upgrade work-related skills and personal development at their own pace. This may include courses, seminars or other learning methods for which they receive financial support only. It is recognized that in not all cases will the new skills

LETTER OF UNDERSTANDING #5 (CONT'D)

enhance an employee's progression in the Company, but where relevant, they will be given consideration through in-house recruiting opportunities.

This philosophy statement is designed to set guidelines for the timely and effective delivery of training. When formally agreed to, the Company will communicate this philosophy to all employees and take steps to ensure equitable access.

LETTER OF UNDERSTANDING #6 SPECIAL INCENTIVE FUND “SPIFF” PROGRAM

It is understood and agreed to by both parties that the Company will implement a special incentive program to stimulate additional activity from all employees promoting and generating “sales opportunities” (leads) across a core group of products and service. This program will recognize and reward employee participation by paying a “SPIFF” on all closed sales.

The Company will determine the product category and “SPIFF” amounts and will provide the Union with a copy of such list prior to ratification of this agreement.

The Company is currently updating this program to ensure all employees are engaged and eligible to participate.

The Company will provide the Union with as much notice as possible of all additions and special promotions to this “SPIFF” list.

LETTER OF UNDERSTANDING #7 LEAD TECHNICIAN, QUALITY TECHNICIAN AND MASTER PLUMBER

The parties agree that when a Lead Technician or Quality Technician position is established by the employer the job posting provision will apply.

The following qualifications will be considered for these unique job postings. Measures of:

- high leadership ability,
- extensive technical ability, and
- superior customer focus.

Lead Hand Premium – 5% above the HVAC Technician hourly rate.

Applicants must be from the patch or geographically neighboring patch.

The Senior Master Plumber within the organization will be paid a 5% premium above their present rate.

LETTER OF UNDERSTANDING #8 OUT OF TOWN EMERGENCIES AND TRAINING

- The Company has ongoing projects to address business continuity planning and will communicate such details that pertain to the Union as they become available.
- Emergency situations, such as floods, severe storms, power outages etc. shall be declared by the VP Home Services (or designee).
- Local staff will be used as much as possible, through voluntary shift changes and overtime, or any other mechanism the collective agreement may allow, to address sudden work changes as a result of an emergency.
- Where outside resources are required to supplement local forces, the Company will solicit volunteers from neighboring patches first, then as needed, solicit volunteers from patches further away. If there are more volunteers than required, the Company will distribute the opportunity to work as fairly as possible.
- Task employees will be paid travel allowance for travel in accordance with "Travel Allowances" under Appendix "C" page 98 of the 2017-2020 CBA. Employees who must travel from their normal base of operations in their own vehicle will be paid the Company mileage rate.
- Employees assigned a Company vehicle (i.e. Technicians) will be allowed a reasonable period of time to travel the additional distance to the emergency area from their normal work area.
- Employees traveling >100 km from their normal work area may be requested to stay locally. If so, the Company will:
 - Arrange for individual hotel/motel accommodation, or, if mutually agreed, reimburse reasonable accommodation expenses.
 - Reimburse \$50 per diem for miscellaneous meal and other expenses.

LETTER OF UNDERSTANDING #9 OVERTIME ASSIGNMENTS

Each Patch Field Manager will determine who is available for overtime.

The Field Manager will create a list of these available employees. Employees on this list will be offered overtime (if available) in priority sequence as set out below.

Overtime will be distributed as fairly as practical, taking into account such factors as:

- attached to regular shifts, where possible;
- the amount of time an individual has been available for and accepts overtime vs. the number of occasions overtime is granted; and
- seniority.

Note: If an employee indicates he/she is available for overtime in a given period, and then declines a subsequent offer of overtime in that period, this will be considered as having the opportunity to work the overtime so in the next period the opportunity offered will still count against their position on the priority list.

If a Field Manager determines that the patch could use additional resources from outside the patch, he/she may ask the appropriate neighboring Field Manager to solicit volunteers from their patch. A technician working overtime in another patch will not have such overtime opportunities count against him/her in his/her home patch.

**LETTER OF UNDERSTANDING #10
APPLIANCE SALES BUSINESS WHICH CEASED
OPERATIONS ON OR ABOUT JANUARY 2004**

During the contract renewal of 2005 the Company and the Union agree the Company is no longer in the appliance sale business. Therefore, the language referring to retail sales has been set aside as agreed in the memorandum of agreement. If the Company re-enters the retail sales business, then all language identified will be re-entered in to the collective agreement.

During the contract renewal of 2011 the Company and the Union agree the Company is no longer in the Appliance service business. Therefore, the language referring to Appliance Technicians has been set aside as agreed in the memorandum of agreement. If the Company re-enters the Appliance service business, then all language identified will be re-entered into the collective agreement.

LETTER OF UNDERSTANDING #11 MUTUAL RESPECT

While recognizing the management right to manage its business and direct the workforce as set out in Article 3, the employer, Union and employees agree that there is a reasonable expectation of mutual respect in the context of relationships between:

- employee to employee
- employee to customer: customer to employee
- manager to union representative: union representative to manager
- manager to employee: employee to manager
- employee to supplier: supplier to employee

LETTER OF UNDERSTANDING #12 TECH DESK

The purpose of the Tech Desk is to provide technical guidance and appropriately support field coverage.

Employees on the Tech Desk will have shifts scheduled between 8am and 11pm, 7 days a week. Such shifts will be rotational when required.

Such employees will not be included in the Patch Schedule for purposes of scheduling and overtime assignment.

Postings for a Tech Desk position will indicate duration of approximately 24 months followed by a return to the employee's field position.

Existing TSR's – at the time of ratification of this agreement, current TSR's will be provided six (6) months to decide, either to remain at the Tech Desk or transfer to their field position

The Employer currently employs a number of union Technicians ("TSR's") at its location at 30 High Meadow Place in North York, Ontario ("High Meadow"), as well at each of the following locations:

1. Niagara FSL office for technicians located in the Niagara Peninsula, Hamilton or SWOD; Hamilton, London, Kitchener, Niagara North and South
2. Barrie FSL office for Technicians located in the Northern region; Barrie, Newmarket
3. Ottawa FSL office for technicians located in Ottawa; Leeds, Renfrew

When the Employer posts any future TSR postings, such postings shall identify which location(s) are available. The Employer may offer the successful candidate the option of working in the location(s) identified in the posting, provided however, the Employer is not required to fill any vacancy that may arise in any location. For example, if a TSR position becomes available because of a departure in Barrie and the posting indicates the successful candidate could be accommodated in Barrie or High Meadow and the successful placement candidate

LETTER OF UNDERSTANDING #12 (CONT'D)

wishes to work at High Meadow, the placement candidate shall be located at High Meadow and therefore Barrie will not have any TSR located there.

LETTER OF UNDERSTANDING #13 WORKFORCE ADJUSTMENT

During the 2011 negotiations to renew the Collective Agreements, the parties have discussed the necessity to lower the existing wage and task rates in an effort to become more cost competitive.

Updated to reflect changes made during 2017-2020 negotiations.

1. Effective on the date of ratification, all future postings for vacant and new positions will be posted and filled at the new wage/tier 2 wage rate schedule.
2. Employees who do not move to the new wage/task schedule and subsequently post to a position within their current classification, for example an HVAC Technician posting to another patch or region, will remain on their current wage/task rate.

LETTER OF UNDERSTANDING #14 SHIFTS

The Patch Committee, including their Field Manager will meet to develop Shift Schedules for field Technicians. The mandate of the Committee is to ensure that the future Shift Schedule accurately addresses the Patch's customer demand. The Committee will develop shifts using the following guidelines:

- Weekend worker position will be 5 consecutive days, 8 hours per day
- No more than 20% of team members at any one time on a scheduled day off from Tuesday to Friday
- No more than 10% of team members are off at any time on a scheduled day off on Monday
- Shifts to be 5 consecutive days, 8 hours per day unless agreed to by the Field Manager

In the event that the Committee is unable to mutually agree on a suitable approach to Shift Scheduling and associated requirements, the guidelines noted above, and the table below will be the requirement per Patch unless the Field Manager determines that less coverage is required. This table replaces the existing table on page 70:

LETTER OF UNDERSTANDING #14 (CONT'D)

Shift Coverage Requirements				Shift assist value
Team #	Sat	Sun	Lates	
1	Coverage based on operational requirements			
2				
3	Based on current practice			
4				
5				
6				
7	2	2	2	3
8	2	2	2	3
9	3	2	2	3
10	3	2	2	3
11	3	3	3	4
12	3	3	3	4
13	3	3	3	4
14	4	3	3	4
15	4	3	3	4
16	4	4	4	5
17	5	4	4	5
18	5	4	4	5
19	5	4	4	5
20	6	5	4	5

Shift Coverage Requirements				Shift assist value
Team #	Sat	Sun	Lates	
21	6	5	5	6
22	6	5	5	6
23	6	6	6	7
24	6	6	6	7
25	6	6	6	7
26	6	6	6	7
27	7	6	6	7
28	8	6	6	7
29	8	6	6	7
30	8	6	6	7
31	8	7	7	8
32	8	8	8	9
33	9	8	8	9
34	10	8	8	9
35	10	8	8	9
36	10	8	8	9
37	10	8	8	9
38	10	8	8	9
39	11	9	8	9
40	12	10	8	9

The Day Technician (covering HVAC and Service Technicians) role and current language will remain. The Patch Committee will determine if rotation is required and if so, the rotation will not be greater than one (1) out of every three (3) weeks.

In addition, following the implementation of the revised Shift Scheduling approach, if it results in an increase of less-preferred shifts due to the new Shift Coverage Requirements, thereby decreasing the number of day shifts available for field Technicians in the rotation, the Company agrees that contractors will not be regularly scheduled on that day shift.

The Company and Union further agree that the term "regularly scheduled" with respect to Contractors does not include any circumstances that would cause a field Technician in a Patch to be unavailable for a day shift.

LETTER OF UNDERSTANDING #14 (CONT'D)

In the event that the Company or the Union wishes to discuss contractors being regularly scheduled to work the day shifts, the parties will agree to meet.

The Company and Union agree that an employee on a Late Shift will be given the opportunity to backfill Day Shift employees on vacation for full week periods within their Patch, when the vacation has been requested in accordance with Article 16.13, section (2). Requests will be granted by seniority. In the event the employee scheduled for vacation does not take that week of vacation for any reason, the employee backfilling that shift will be returned to his/her Late shift. Backfill to occur twice per year during scheduling creation only.

The Company reserves the right to post future vacancies and those being replaced through the LOU – Workforce Adjustment, as fixed Late shifts. These additional Late/Saturday/Sunday shifts will be governed as follows:

Incremental permanent hires will not be included in meeting the table requirements. If the complement of fixed permanent hires that are included in the table (non-preferred) reaches support requirements outlined in the table Column "Shift Assist Value", all future fixed additional permanent hires will be outside the table. As attrition occurs within each patch the company may hire a replacement dependent on operational requirements. In the event that attrition lowers the percentage of fixed permanent late coverage below the support requirements outlined in the table Column "Shift Assist Value" and the tabular requirements did not reduce for the new team size, previous incremental hires (outside the table) will be Included for coverage requirements up to the support requirements outlined in the table Column "Shift Assist Value".

Patches that exist 7 to 40 will follow the Shift Requirements Table. Patches that have not reached a team of 7 will follow current practices and operational needs.

LETTER OF UNDERSTANDING #16 WATER HEATER BUSINESS

To fulfill our customer requirements, and in an effort to address the customer losses within the rental water heater base, the company may require HVAC, Service, and Maintenance Technicians to perform the exchange of a rental water heater as a requirement of their normal work duties as prescribed by the Company.

The company will provide the necessary training and tools to exchange the rental water heater.

The employee's prevailing hourly HVAC or Service Technician rate will be applied to the exchange work performed. Maintenance Technicians will be paid the applicable task rate.

In the event that the Company hires employees as Tank Truck Drivers, the Company will establish the rate of pay in accordance with Article 11.11.

LETTER OF UNDERSTANDING #17 MAINTENANCE WORK

During the 2011 negotiations to renew the Collective Agreements the Company and the Union discussed the scheduling of Maintenance calls for Service and HVAC Technicians. The parties agreed that it is in the best interest of the customers, our employees, and the business to ensure that our Service and HVAC Technicians are allocated to Service calls. However, the parties recognize that performing Maintenance jobs is an essential part of our customer offering. The parties further discussed that scheduled Maintenance jobs in normal circumstances will not be removed from Maintenance Technicians and transferred to HVAC and Service Technicians. The parties agree that there will be circumstances for which this may occur such as, but not limited to, unforeseen customer needs, availability of the Maintenance Technician, and situations where Maintenance is linked to a Service call. In the event that the Company or the Union wishes to discuss the distribution of Maintenance jobs amongst field Technicians, the parties will agree to meet.

LETTER OF UNDERSTANDING #18 SUMMER STUDENTS

During the 2011 collective agreement bargaining, the Union raised concerns about Summer Students scheduling. It is not the Company's intent to adversely affect Part-Time employees' hours of work when employing summer students.

It is agreed that the Company and the Union will meet to resolve this issue, if raised during the term of this Agreement.

LETTER OF UNDERSTANDING #19 STAND ALONE LEAD INSTALLER AND INSTALLER

It is understood that where equipment may not be safely maneuvered by a single person a scheduled assist will be required in order to activate the principle below:

Where there are an uneven number of resources in a patch, the single qualified employee may volunteer to perform an installation independently, for up to 2 weeks at a time, after which other members will be eligible to participate based on seniority. In the event the employee does not so volunteer, the opportunity will be offered to the other members of the patch on a seniority basis. The activation of this principle will be based on manager discretion. When an even number of resources are available, the expectation is that crews will work in pairs unless management requests a crew to split to address load issues and each crew member agrees to so split.

Notwithstanding, if there is no mutual agreement, Appendix C (2)(c) of the collective agreement applies.

LETTER OF UNDERSTANDING #20 PAST PRACTICES

If in the future the Union raises a Past Practice argument relating to a Grievance, it will provide the company with the following details:

1. Full description of the Past Practice
2. How long the Past Practice has been in effect
3. Where the Past Practice occurred

LETTERS OF INTENT LOCAL UNION PRESIDENT

It is understood and agreed that the company will continue to recognize and conduct business with the Unit Chair of Unifor Local 975.

As such, Enercare will pay 90% of his/her salary and continue benefit coverage.

Enercare will not be responsible for any other expense related to the Unit Chair.

At the end of each month, the Unit Chair will provide Enercare through the Director of Labour Relations a full detailed report regarding the union activities he/she has conducted related to Enercare. If there are any issues related to the activities the Unit Chair has reported, the Director of Labour Relations will meet with the Local Union's Unit Chair to discuss any concerns.

Memorandum of Agreement as a result of 2014-2017 Negotiations.

Article 17.06 Clarification

The parties agree to the interpretation, application and administration of this Article as follows:

Employees are not allowed to abuse vacation requests while on shift. For clarity, "On Shift" can be defined as a complete week, or multiple requests for vacation in durations of less than a week. An employee will not select all their shifts as vacation unless they have a bonafide reason or they arrange a mutual switch.

Overtime

The Parties agree to discuss within 30 days of ratification a voluntary overtime agreement up to 60 hours as per ESA.

Past Practice

The Company will withdraw its notice of past practice to the union based on the following understanding. If in the future the Union raises a Past Practice argument relating to Grievance, it will provide the Company with the following details:

1. Full description of the Past Practice
2. How long the Past Practice has been in effect
3. Where the Past Practice occurred

Based on the above, the Union agrees to withdraw the Labour Board complaint # 0002-14U scheduled May 13, 2014.

Memorandum of Agreement as a result of 2017-2020 Negotiations.

Woman's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as a counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Woman's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet the female members as required and in accordance with Article 25.10 to discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line that can be accessed by the Woman's Advocate. As well the, Company will provide a huddle room so that confidentiality can be maintained when a female employee is meeting with the Woman's advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Woman's Advocate providing contact information to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women's advocate will participate in an initial 40-hour basic training program and an annual three (3) day update training program delivered by the Unifor National Woman's Department. (Covered under PEL program).

The Company agrees to pay 50%, to the extent, not provided by the PEL training course, for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.

Paid Domestic Violence Leave

The Company agrees to recognize that woman sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counselor), a woman who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission with pay.

Housekeeping Items

Change all CEP Local 975 references to Unifor Local 975

Unifor Paid Education Leave

The Company agrees to participate in the Unifor Paid Education Leave at the rate of \$0.03 per hour per employee for all Regular Hours worked, paid monthly. This will be effective April 1, 2018 and not renewable unless agreed to otherwise.

Unifor Logo

A Unifor logo will be placed on Company vehicles where the size and location will be determined by the company.