

**JRL HVAC INC.
AND
UNIFOR UNION OF CANADA, LOCAL 975**

ARTICLE 1 RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of JRL HVAC Inc. working in and out of the Regional Municipality of Peel, save and except managers, those above the rank of manager, quality control, sales, office and clerical.

ARTICLE 2 HEALTH & SAFETY

- 2.01 First Aid kits shall be supplied by the employer in all vehicles. All safety equipment shall be properly maintained by the employee.
- 2.02 Company/Union Joint Health and Safety meetings will be scheduled approximately every ninety (90) **calendar** days.
- 2.03 The Union Safety representatives may request meetings with Company Safety representatives and, **with** 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.
- 2.04 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:
- (a) Compliance with a standard that, as a minimum, meets all applicable laws and regulations as of April 1998, and reflects 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 our customers.
 - (c) To identify and control the source of dangers to the health, safety and physical well-being of its employees.
 - (d) Implementation of procedures to ensure the efficient delivery of 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 by either party.

(g) Development and communication of a Safety Management System.

2.05 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.

2.06 A list with names and certification shall be supplied to the Union and updated as necessary.

ARTICLE 3 RESERVATIONS TO MANAGEMENT

3.01 The Union recognizes the exclusive right of the Company to operate and manage its (the Company's) business in all respects provided there is no conflict with the terms of this Agreement.

3.02 The right to hire, assign, promote, demote, discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust disciplines or discharge shall be subject to the grievance procedure herein provided.

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 therefore, 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.

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 bi-weekly basis from the **wages** of all Union members and those dues will commence from the first week of employment for all new employees. The Union hereby authorizes on behalf of each employee this deduction and indemnifies the Employer from any complaint or liability upon it which may arise from any check off.

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 six (6) month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within three (3)

weeks of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses and telephone numbers will be forwarded to the treasurer of the Union. Such deductions will be remitted into the Unions account.

- 5.03 Upon not less than thirty (30) **calendar** 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 **wages** of all Union members, no more than once in each twelve (12) 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 three (3) weeks of the deduction.

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.
- 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.
- 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 seven (7) calendar days prior, be granted time off without pay. **The Bargaining Unit Chair shall upon written application made at least five (5) calendar days prior be granted time off without pay.**
- 6.04 With respect to business pertaining to the Unifor the Union leaves will be granted provided fourteen (14) **calendar** 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. There is commitment not to interfere with operations.
- 6.05 The Company agrees that no employee shall suffer loss of normal **wages** while attending Company - Union meetings.

- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The Company shall recognize up to four (4) stewards, appointed or elected by the Union. The Union shall provide an up-to-date list.
- 6.08 The Company will provide a bulletin board for the purpose of posting official Union notices. All notices posted on this bulletin board will have prior approval and signature of an elected representative of the Local.
- 6.09 The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf.

ARTICLE 7 NEGOTIATING COMMITTEE

- 7.01 The Company agrees that a Negotiating Committee not to exceed four (4) 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 and or Local 975 President or designate. Meetings will be scheduled during regular business hours at mutually agreed times.

ARTICLE 8 DURATION OF AGREEMENT

- 8.01 This Agreement shall become effective **July 15, 2020** and remain effective for the period of three (3) calendar years ending on July 14, **2023** and thereafter shall continue in effect until one (1) party hereto notifies the other party within sixty (60) **calendar** days of the anniversary date of this agreement or any extension thereof that such party elects to modify or amend this agreement.
- 8.02 Should this agreement be allowed to continue in effect automatically after July 14, **2023** 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) **calendar** days and no later than thirty (30) **calendar** days from the date of such notice.
- 8.03 All appendices to this agreement shall form part of this agreement.

ARTICLE 9 NEW EMPLOYEES

- 9.01 New employees shall 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. The Company may terminate a probationary employee for any reason that does not

violate the Ontario Human Rights Code. 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.

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 the probationary period. Such a meeting will be held at the depot with all probationers and shall not exceed thirty minutes. 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.

9.03 The Company will provide a copy of the collective agreement to a new employee at commencement of employment.

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.

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.

10.03 For full 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.

10.04 Seniority shall not be broken by leave of absence in writing granted by the Company or by illness attested to by a physician's certificate.

10.05 Seniority shall be lost for any of the following reasons:

- (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 975, in accordance with Article 6.02, for a period of twenty-four (24) consecutive months;
- (e) Is absent from work for a period of seven (7) calendar 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 two (2) calendar 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.
- 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 twelve (12) months.
- 10.08 When a new company is acquired by JRL HVAC Inc. 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.

ARTICLE 11 JOB POSTINGS & MOVEMENT OF STAFF

- 11.01 a) When the Company decides that there is a vacancy in a permanent job which needs to be filled, it will be posted for a period of seven (7) **calendar** days. A copy of this posting will be supplied to the secretary of the Union.
- b) Where a job posting has been removed after seven (7) calendar days with no candidate selected, the Company will have sixty (60) calendar days to fill the vacancy externally. If the vacancy is not filled after sixty (60) calendar day the Company will repost for the position for a period of seven (7) calendar days before filling externally. This excludes Classification 1 (Lead Hands).**
- 11.02 When a permanent vacancy exists in the Bargaining Unit, the Company shall fill the vacancy as follows;
- a) Post the Job Vacancy. 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 may hire externally or select the senior applicant for training.
- 11.03 An employee who bids on a job vacancy under Article 11 and is the successful applicant will not be considered on a subsequent job vacancy for a period of nine (9) months from being named as the successful applicant except by mutual consent of the Company and the Union.
- 11.04 A vacancy in a permanent position may be filled for a period of thirty (30) working days without any posting. An employee so transferred will receive the applicable rate

of pay. Vacancies caused by pregnancy or parental leaves or extended absences will be filled by a posting. **Any employee filling a temporary vacancy will have the right to bid on any full-time postings. The transferred employee must first complete their 30-day temporary assignment, however based on the business needs and at Manager's discretion; the 30-day completion can be reduced to a shorter period.**

- 11.05 Copies of all postings covered by this agreement and notices of the award shall be posted and copies sent to the Local Unit Chair.
- 11.06 In the event that a successful applicant proves unsuitable on a posted job, the employee will be allowed to return to his/her former classification.
- 11.07 Within ten (10) working days of such original posting, the Company will indicate the successful applicant for the position and the Union will be advised.
- 11.08 Time periods may be extended by mutual agreement.
- 11.09 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) **calendar** 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 requests will be made within ten (10) **calendar** days after the receipt of notice from the Company of such new occupational classification and rate. Any change mutually agreed to resulting from such a 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) **calendar** 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) **calendar** 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 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.

ARTICLE 12 LAYOFF/RECALL

- 12.01 In the event of a lay-off the principle of seniority shall apply provided that the employee(s) remaining shall have the qualifications to perform the work required.
- 12.02 In the event of a lay-off the Company and the Union will endeavor to place displaced employees in other jobs. If layoffs are required, the Company will offer voluntary layoff in order of seniority with the understanding that layoff period could be covered with available vacation or banked-time hours. The Company shall give the employees who are subject to lay-off and the Union ten (10) working days notice or pay in lieu of notice.
- 12.03 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.
- 12.04 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.
- 12.05 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, provided that the employee to be recalled is qualified and able to do the work.
- 12.06 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.
- 12.07 The recalled employee must notify the Company of his/her intention to return to work within five (5) **calendar** 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.
- 12.08 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.

12.09 Prior to posting a vacancy, 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.

ARTICLE 13 EMPLOYEE BENEFITS

13.01 **Benefit Coverage**

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

13.02 **Group Retirement Saving Plan**

The terms of the Group Retirement Saving Plan form part of this Agreement. Effective date of ratification, the Employer will contribute \$1.00 for every \$ 3.00 the employee contributes, to a maximum of 4% of regular wages of the employee.

13.03 **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.
- b) Employees after three (3) months service will be eligible to enroll in the extended health benefits plan and semi-private hospital coverage plan for employees and their dependents. The existing plan shall remain in place. (Please see Letter of Understanding Benefits Coverage)
- c) Vision Care to be \$250 every twenty-four (24) consecutive months.

13.04 **Group Life Insurance**

The existing Group Life Insurance shall remain in place.
(Please see Letter of Understanding Benefits Coverage)

13.05 **Dental Plan**

Upon the completion of three (3) months employment an eligible employee will be eligible to enroll in the Dental Plan, which will provide dental benefits for employees and dependents. The existing plan shall remain in place.
(Please see Letter of Understanding Benefits Coverage)

ARTICLE 14 SICK BENEFITS

- 14.01 Eligible employees shall be entitled to a maximum of five (5) paid sick days per **calendar** year. Such sick days may accumulate to a maximum of **forty (40)** paid sick days. **Eligible employees in the case of unexpected illness while at work, will be allowed to use half (1/2) sick days with management approval.**
- 14.02 An employee will be eligible after three (3) continuous months of employment.
- 14.03 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. Employees will not be disciplined for absences due to legitimate illness or injury.
- Sick pay will be based on the employee's hourly rate of pay including task rate employees.
- 14.04 An employee who is absent on account of illness or other causes must notify the employee's 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. **All absences must be reported.** If the original notification reported the absence be less than one (1) week and subsequently such an 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 **prior to every scheduled shift every five (5)** calendar days on an illness or disability extending over a period unless other notification is arranged with the Employee's immediate manager (or designate).
- 14.05 An employee who is injured at work will receive a full days' pay for the day of the accident.
- 14.06 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.

ARTICLE 15 ANNUAL VACATION

- 15.01 Employees with less than one (1) years' service by December 31 will be entitled to one day's vacation with pay for each complete month of service computed to December 31; to be taken within the calendar year or within ten (10) months following the completion of the vacation entitlement year.

- 15.02 An employee will be entitled to two (2) weeks' vacation with pay or 4% of earnings from December 31 in the preceding year, whichever is greater, upon completion of one full year of service prior to December 31.
- 15.03 Employees who shall have completed five (5) 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 or 6% of earnings from December 31 in the preceding year, whichever is greater.
- 15.04 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 weeks' vacation with pay or 8% of earnings from December 31 in the preceding year, whichever is greater.
- 15.05 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) week's vacation with pay or 10% of earnings from December 31 in the preceding year, whichever is greater.
- 15.06 Employees hired prior to May 2, 2012 will receive two (2) weeks additional vacation in the year in which they retire.
- 15.07 Vacation pay shall be based on the employee's weekly pay, shift premiums being excluded except for those employees on a permanent shift.
- 15.08 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 15.09 The holiday schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department.
- 15.10 For those who request and are eligible for, a minimum of two (2) weeks' vacation will be granted in any year between May 15th and September 15th, in accordance with Article 15.12.
- 15.11 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 five (5) years' service - 4% of earnings from December 31 in the preceding year.
 - Five (5) 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.

15.12 Scheduling Vacations:

- 1) Time off consists of Vacation, Floater, 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 per department:

Season	Vacation Period	Vacation Request Deadline	Requests Approved	Schedules Posted	Percent Allowed
High 1	Jun 01 - Aug 15	Apr 15	Apr 30	May 01	15%
Low 1	Aug 16-Oct 14	Jul 15	Jul 30	Aug 01	50%
High 2	Oct 15-Mar 15	Sep 15	Sep 30	Oct 01	15%
Low 2	Mar 16-May 30	Feb 01	Feb 15	Mar 01	50%

VACATION POOLS ARE A) INSTALLERS (HVAC & RWH);
 B) SERVICE DEPARTMENT (HVAC TECHS, SERVICE TECHS, MAINTENANCE TECHS)

THE PARTIES ALWAYS ROUND UP

THESE % ARE GUARANTEED APPROVAL

- 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 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:

- 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 anyone (1) time.

Vacation requests submitted after the deadline must be received a minimum of seven (7) **calendar** days in advance of the date requested and will be responded to within two (2) **calendar** days, based on the operational needs at the managers' discretion, in accordance with 15.13 (1).

Where the deadline overlaps the weekend, the Company will be provided one (1) additional calendar day to respond. Vacation schedules will be sent to employees by email.

ARTICLE 16 PUBLIC HOLIDAYS

16.01 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 three (3) calendar months or more, shall receive a day off with pay for each of such holidays.

16.02 **a)** For time worked on a holiday recognized in this agreement, an employee entitled to holiday pay shall receive double time (2X) for all hours worked, plus 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.

b) For time worked on a holiday recognized in this agreement, HVAC and Water Heater Installers will receive task rates and premiums as per the collective agreement plus a paid day in lieu thereof as determined by mutual agreement with their manager. Paid 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.

16.03 Employees "called out" to work, to attend to a call, 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", beyond the four (4) hours covered above, on a holiday will be paid at double time for hours worked. A "call out" is defined as an unscheduled authorized return to work during hours outside of an employee's scheduled workday.

16.04 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 manager.

16.05 Stat Holiday Coverage

Where practical, Technicians will not be scheduled on statutory holidays. Where this is not practical volunteers will be requested. If sufficient coverage is not obtained after this, techs that are able to perform the work required 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.

ARTICLE 17 FLOATER DAYS

17.01 For all employees, the Company will recognize **three (3)** paid days off at straight time in each contract year.

17.02 These days to be arranged by mutual agreement between the employee and the Manager.

17.03 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 limits. **Where the period for responding overlaps the weekend, the Company will be provided one additional calendar day to respond.**

17.04 Lieu days will be scheduled on the same basis as floaters.

ARTICLE 18 LEAVE OF ABSENCE

- 18.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 18.02 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.
- 18.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full **wages**. If the employee receives any jury fee or conduct money, such monies shall be remitted to the Company.
- 18.04 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.
- 18.05 An Employee shall be granted a day off without loss of regular pay in order to attend their Canadian citizenship proceeding.
- 18.06 The Company will recognize Canadian Military Leave in accordance with the Employment Standards Act, 2000.

ARTICLE 19 BEREAVEMENT LEAVE

- 19.01 An employee who has completed their probationary period 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.
- 19.02 Employees who have completed their probationary period shall be allowed one (1) day off with pay, if scheduled to work for the purpose of attending the funeral of the employee's aunts or uncles.
- 19.03 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.

ARTICLE 20 GENERAL CLAUSES

Tools and Tool Allowance

20.01 a) Employees in classifications identified in Appendix B 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

b) 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.

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

d) On an annual basis, employees may submit receipts for tools purchased, for reimbursement up to December 31st in any year.
The annual reimbursement amounts are

1. HVAC/Service Technicians, Installers: **\$400.00**
2. Maintenance Technicians, Helpers: **\$250.00**

e) A list of tools supplied by the Company can be found in Appendix B and these tools remain the property of the Company

f) When and if required to do their job, the Company will provide employees with the tools listed in Appendix B and will provide replacements when and if tools are worn out, broken or stolen (proof of forced entry and police report required) while doing Company work, subject to the approval of their Manager.

20.02 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons:

- (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.

- (iii) When an immediate service issue arises which the Company determines must be addressed and insufficient staffs are available.
- 20.03 A thirty (30) minute paid meal period shall be allowed to all employees on each shift **and includes drive time to and from the place where meal break is taken. If the employee takes their meal break at a location directly in route between their last and next jobs, then drive time will not be included.**
- 20.04 All **bargaining unit members are required to maintain their trade licenses in good standing and when required, renew all trade licenses before expiry dates.** Trade licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 20.05 Where specific footwear is required by the Company as part of a uniform, the footwear will be provided by the Company to a maximum of \$200.00/year.
- 20.06** The contract will be:
- proofread and printed within forty-five (45) days of Ratification,
 - printed on a 9.5cm by 16.5 cm format with a minimum font size of ten (10) and be contained in one book.
- 20.07 The Company agrees to communicate to employees any corporate discounts it has access to, as employees of JRL HVAC Inc. or Enercare.**

ARTICLE 21 HOURS OF WORK

Workweek is 00:01 Sunday to 24:00 Saturday.

21.01 Those employees in the classification of Lead Hand (Class 1), HVAC Service Tech (Class 2), HVAC Service Apprentice (Class 3), Service Tech (Class 4), the hours of work shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

- Upon ratification, the Parties agree to establish a Shift Schedule Committee.
- Shift schedules must be agreed to between the Company and the Union.
- There will be a Winter Schedule, October 1- March 31 and a Summer Schedule, April 1- September 30.
- Permanent Day Shift- Monday to Friday
- Permanent Afternoon Shift- Monday- Friday
- Alternative work schedules

SHIFT TRANSITION- After thirty (30) calendar days from the date of ratification, Article 21.01 is applicable. The Company shall post a vacancy to

replace an employee who leaves their classification (Class 2, Class 3, and Class 4) for the duration of the C.B.A.

21.02 Those employees in the classification of Maintenance Technician G2 313d (Class 5), Maintenance Tech G2 (Class 6) the hours of work shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

SHIFT TRANSITION- After thirty (30) calendar days from the date of ratification, Article 21.02 is applicable. The Company shall post a vacancy to replace an employee who leaves their classification (Class 5 and Class 6) for the duration of the C.B.A.

21.03 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

21.04 a) The shift differentials shall be:

Evening Shift	7% of the HVAC Technician Hourly rate (Class 2 C)
Saturday	7% of the HVAC Technician Hourly rate (Class 2 C)
Sunday	7% of the HVAC Technician Hourly rate (Class 2 C)

21.05 The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.

21.06 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.

21.07 It is understood that the preferred shift shall be days and will be made available as frequently as possible.

ARTICLE 22 OVERTIME

22.01 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 week, after forty (40) hours paid, at the rate of double time (2X) calculated on an hourly basis

- 22.02 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 22.03 Employees who are required to work three (3) or more consecutive hours will be allowed \$10.00 for a meal and for each successive four (4) hours overtime an additional \$10.00 for a meal.
- 22.04 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 \$10.00 (effective following ratification) for a meal and for each successive four hours overtime an additional \$10.00 for a meal.
- 22.05 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate.
- 22.06 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.
- 22.07 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
- 22.08 Employees 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 **60 regular** hours.
 - b) Time off arrangements are by mutual agreement between the employee and the supervisor.
 - c) Supper money will be paid in the pay period the overtime is worked.
 - d) Payout of banked overtime will occur when an employee is terminated or up to December 31 of each year.

ARTICLE 23 DISCIPLINARY ACTION

- 23.01 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 two (2) 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 24.
- 23.02 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.
- 23.03 An employee with seniority claiming unjust discharge or a suspension of one (1) or more days (greater than 8 hours) 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.
- 23.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section. 23.05 If a reprimand or disciplinary notation is placed on an employee's record the employee shall receive a copy and the Union will be promptly notified.
- 23.05** A disciplinary notation placed on an employee's file shall be removed after eighteen (18) months provided no further disciplinary notations have been placed on the file.
- 23.06** Employees may request of their manager, an opportunity to review their personnel file.
- 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. Employees shall not make such requests more frequently than once a year.

ARTICLE 24 GRIEVANCE PROCEDURE

- 24.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or 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.

- 24.02 Step 1.
If an employee has a grievance, the first step is to advise the appropriate Manager within seven (7) calendar days of the employee being aware of the act originating the grievance and if desired by the employee, they may have the assistance of a steward to present the grievance. If a settlement is not arrived at within five (5) calendar days after the presentation the employee may proceed to the next step.
- 24.03 Step 2.
If the grievance is not settled in Step One, the grievance may be submitted in written form to the appropriate Manager by the employee and a Steward within five (5) calendar days of the Step 1 response. 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) or Local 975 President or designate may be at this meeting upon request of either party. 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.
- 24.04 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.
- 24.05 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 2.
- 24.06 A grievance by an employee who claims to have been unjustly discharged or suspended shall be submitted, in writing, at Step Two of the grievance procedure within seven (7) calendar days from the imposition of the discipline.
- 24.07 Time limits involving the processing of a grievance at each Step and to Arbitration are mandatory unless extended by mutual agreement between the Company and the Union.
- 24.08 Failure by the Company or the Union to comply with the time limits outlined in Step Two of the grievance procedure or within any agreed upon time extension will result in the grievor or grievors being awarded the grievance if the company is tardy. If, however the union is tardy the grievance will become null and void.
- 24.09 A steward may seek permission from his/her manager 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 requested for this purpose.

ARTICLE 25 ARBITRATION

- 25.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty (20) calendar days.
- 25.02 In the event of failure to mutually agree upon an Arbitrator, an application shall be made to the Minister of Labour for Ontario. The parties will jointly share the expenses of the Arbitrator. It is agreed that the decision of the Arbitrator shall be final and binding upon the Company and the Union.
- 25.03 It is agreed that the Arbitrator shall not have any authority or jurisdiction to add to, alter, or amend this Agreement or to deal with any matter not covered by this Agreement.

ARTICLE 26 CLASSIFICATIONS & RATES OF PAY

- 26.01 a) The following rates of pay will be paid upon ratification of the collective agreement:

Class		July 15, 2020	Down time	July 15, 2021	Year 2 Down time	July 15, 2022	Year 3 Down Time
1	Lead Hand	34.41		35.01		35.71	
2	HVAC Service Tech						
A	24 + MONTHS	32.82		33.39		34.06	
B	12 - 24 MONTHS	32.29		32.86		33.52	
C	0 - 12 MONTHS	31.76		32.32		32.97	
3	HVAC Service Apprentice						
A	12+ MONTHS	30.70		31.24		31.87	
B	0 - 12 MONTHS	29.61		30.13		30.73	
4	Service Tech MTC RWH HF						
A	12+ MONTHS	28.58		29.08		29.66	
B	0 - 12 MONTHS	27.52		28.00		28.56	
5	Water Heater Service/Maintenance G2 313						
A		26.47		26.94		27.48	
6	Maintenance G2 313						
A	12 + MONTHS	25.40		25.85		26.37	
B	0-12 MONTHS	24.35		24.78		25.28	

C	New Hire G2 Only 0-12 MONTHS Only- See Note Below	21.17		21.54		21.97	
7	HVAC Installs						
A	HVAC Lead Hand	32.82	26.47	33.39	26.93	34.06	27.47
B	HVAC Helper	24.34	16.94	24.77	17.24	25.27	17.59
8	RWH Installs						
A	RWH Lead Hand	28.58	24.35	29.08	24.78	29.66	25.28
B	RWH Helper	24.34	16.94	24.77	17.24	25.27	17.59
9	Warehouse						
A	12 - 24 MONTHS	26.47		26.94		27.48	
B	0 - 12 MONTHS	24.34		24.77		25.27	

Lead Hand (Class 1) is a posted position

HVAC Service Tech (Class 2) is a posted position, except

HVAC Service Apprentice (Class 3) is a posted position that automatically progresses to HVAC Tech (Class 2) upon attaining the 313d certificate

Any member of the bargaining unit can be signed up to an apprenticeship

An apprentice can be awarded the HVAC Service Tech vacancy based on seniority; they will be placed in Class 3 B

For HVAC/Service Tech vacancy, if the applicant has a license, but cannot prove experience, they will be placed in Class 3 B, and after 24 months, slide into Class 2 C

Service Tech (Class 4) is a posted position

Water Heater Service/Maintenance Tech G2 313d (Class 5) is a posted position, except as noted in Letter of Understanding #10- Water Heater Service/ Maintenance Technician Role

Maintenance Tech G2 313 (Class 6) is a posted position.

(Class 6) Maintenance Tech G2 313- New hire with G2 only- will be placed in the 313

Apprenticeship Program after 12 months of hire and moved to Class 6 B rate of pay. However, based on the business needs and at Manager's discretion, the employee may be enrolled into the apprenticeship earlier than the twelve-month period.

HVAC Installs (Class 7) are posted positions

RWH Installs (Class 8) are posted positions

Warehouse (Class 9) is a posted position

Increases- The above rates of pay will be increased by **1.25 %** effective the first pay period following **July 15, 2020**, by a further **1.75%** effective the first pay period following **July 15, 2021** and by a further **2.0%** effective the first pay period following **July 15, 202**

26.01 b) The following Task Rates will be paid upon ratification of the collective agreement

ITEM	DESCRIPTION	July 15, 2020	July 15, 2021	July 15, 2022
Furnaces	Gas to Gas High Efficiency	\$423.43	\$430.84	\$439.47
	Other to Gas High Efficiency	\$529.28	\$538.54	\$549.31
	Gas to Gas Under Warranty Re and Re	\$317.57	\$323.13	\$329.59
Air Conditioning	1.5 Ton- 3 Ton	\$370.50	\$376.98	\$384.52
	3.5 Ton- 5 Ton	\$423.43	\$430.84	\$439.46
	Ductless Splits	\$370.50	\$376.98	\$384.52
Air Cleaners	Media- Stand Alone	\$74.10	\$75.40	\$76.90
	Electronic	\$74.10	\$75.40	\$76.90
	Electronic- Stand Alone	\$95.28	\$96.95	\$98.89
	Non-like for Like	\$25.31	\$25.75	\$26.27
Humidifiers	Standard	\$52.93	\$53.86	\$54.94
	Automatic (with outdoor sensor)	\$63.51	\$64.62	\$65.91
	Standard- Stand Alone	\$79.39	\$80.78	\$82.40
Condensate pumps		\$31.76	\$32.32	\$32.97
Fireplaces	Direct Vent	\$423.43	\$430.84	\$439.47
	Inserts New Install- All Types	\$317.57	\$323.13	\$329.59
	Inserts Re and Re - All Types	\$264.65	\$269.29	\$274.68
Other Equipment	Boilers	TBD	TBD	TBD
	Heat Recovery Ventilator	\$317.57	\$323.13	\$329.59
	Hepa Filters	\$105.86	\$107.71	\$109.86
Water Heaters	tankless	\$303.75	\$309.07	\$315.25
	tankless, no venting required	\$137.62	\$140.03	\$142.83
	Power Vented 40, 50 and 60 Gallon	\$137.62	\$140.03	\$142.83

	Conventional 40, 50 and 60 Gallon	\$137.62	\$140.03	\$142.83
	Electric All Sizes			
	Power Vent Direct Vent	\$169.37	\$172.33	\$175.78
	High Input Power Vent	\$169.37	\$172.33	\$175.78
	Relocate Conventional Water Heater All Sizes	\$95.28	\$96.95	\$98.89
	Relocate Power Vented Water Heater	\$137.62	\$140.03	\$142.83
	Relocate and Exchange Power Vent All Sizes	\$137.62	\$140.03	\$142.83
All in price	Relocate and Exchange Conventional All Sizes	\$137.62	\$140.03	\$142.83
	Conventional to Power Vent	\$169.37	\$172.33	\$175.78
	No One Home <u>Left Card</u>	\$10.59	\$10.78	\$11.00
	Polaris Air Handler on the Side	\$211.71	\$215.41	\$219.72
	Polaris Air Handler on the top (Not Top Floor)	\$317.57	\$323.13	\$329.59
	Polaris Air Handler on the top (Top Floor)	\$423.43	\$430.84	\$439.46
	Power Vent (Vent Replacement Only)	\$95.27	\$96.94	\$98.88
	Conventional Vent Replacement Only	\$74.10	\$75.40	\$76.91
	Power vent 75 gallon	\$169.37	\$172.33	\$175.78
	Removal no Install	\$52.93	\$53.86	\$54.94
Extras	Appliance long connect	\$127.03	\$129.25	\$131.84
	Appliance short connect	\$52.93	\$53.86	\$54.94
	Return Air Drop	\$52.93	\$53.86	\$54.94
	Crew Hourly Rate	\$52.93	\$53.86	\$54.94
	Ductwork- Per Completed Run	\$52.93	\$53.86	\$54.94
	Misc. Installs	Hourly		
	Job pre-inspect- 1 employee 2 employees(crew)	\$31.76/ \$52.93	\$32.32/ \$53.86	\$32.97/ \$54.94

Note- All no goes, including WH83s, requires approval from Manager

Increases- The above Task Rates will be increased by **1.25%** effective the first pay period following **July 15, 2020**, by a further **1.75%** effective the first pay period following **July 15, 2021** and by a further **2.0%** effective the first pay period following **July 15, 2022**

TRANSITION OF EXISTING EMPLOYEES- Employees will transition in accordance with the attached Transition Sheet upon ratification.

Lead Hands- Required to be on call shall be paid an additional \$100.00/day

The following employees shall be Red Circled

~~Sandro Ribic~~

~~Lalith Kurukulasuriya~~

~~Joe Pisani~~

~~Daryl Punnett~~

Dean Belrose

Don Clark

~~Andrew Bailey~~

Aaron Marcotte

~~Mike Jonassen~~

Task paid employees- Current compensation split remains the same (these employees are Grandfathered as long as they stay in their Classification)

26.02 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.

- 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)

Installer	65% of Task Rate
Helper	35% of Task Rate

The helper task rate distribution split will be 65/35% in favour of the senior installer. In situations where the helper exceeds the minimum standards for the role, this provision may be waived by mutual agreement between the Company and the senior installer.

d) All electric to electric water heaters only will be done by electricians.

ARTICLE 27 TSSA REIMBURSEMENT

- 27.01 The Company shall pay 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.
- 27.02 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 28 NO DISCRIMINATION

- 28.01 In accordance with the Ontario Human Rights Code, there shall be no discrimination by the Company, the Union or any of its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, gender expression, age, marital status, sexual orientation, record of offenses, family status, same sex partnership status, or disability.

ARTICLE 29 SURVEILLANCE

- 29.01 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 30 UNION MANAGEMENT CO-OPERATION

- 30.01 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.

Agreed to this 2nd day of November 2020:

Union Negotiating Committee

JRL HVAC INC.

APPENDIX "A"

**SPECIAL TERMS AND CONDITIONS FOR
INSTALLER / HELPER INCLUDING TASK RATES AND STANDARDS**

It is understood and agreed that the following special terms and conditions apply only to employees in the Installer/Helper 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 26 b). Default is the Hourly Rate contained in Article 26 b).

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 their Hourly Rate.
Team huddles for task rate employees will be paid at their Hourly Rate.

While attending Health and Safety Committee Meetings, their Hourly Rate will be paid for time in attendance

- C) If an employee reports for work as scheduled, and there is no task work available, the employee will be paid the applicable down time rate as described below.
- D) Work ownership, if a job cannot go, the crew will notify the FM by 9:30 a.m. and available work will be pulled back from contractors and made available to the crew, unless the contractor is on the job.

Downtime will be paid at the Down time Hourly Rate if:

1. Task rate employee does not receive notice that there is no work prior to showing up for work; he will receive (4) hours of Downtime pay unless the employee is offered Task Pay work, in which case the Downtime pay will be adjusted to cover the time without Task Pay work.
2. There is work at the beginning of the day and the work is delayed or there is time without work between Task Pay work, the employee shall receive their **downtime** pay, in one-hour increments, to cover the time without Task Pay work.
3. Downtime is not payable to RWH Installers/Helper scheduled to work a Saturday or Sunday.

Note: if an employee is being paid downtime, 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.

3. **Vacation**

- A) Pay – **Effective January 1, 2021 HVAC and WH Installers will no longer receive their applicable vacation pay each pay period. Vacation pay will be earned and accrued as per the entitlement conditions of Article 15. Accrued vacation pay will be paid when the employee takes vacation as per Article 15.**
- B) Time Off – **Each employee will be required to take their vacation in the year that is earned. In some circumstances, with management approval, employees may defer up to one (1) week of vacation.**

4. **Statutory Holidays**

- A) Pay – Will be based on the employee’s Hourly Rate.
- B) Time Off – Will be as per the collective Agreement.

5) Floater Days

A) Pay – Will be based on the employee’s Hourly Rate.

6) Hours of Work

1) HVAC Installers- Monday to Friday 08:00 a.m. to 6:00 p.m.

2) RWH Installers- Monday to Sunday 08:00 a.m. to 8:00 p.m., five (5) consecutive days per week.

7) Union Dues

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

8) Task Work

SERVICE DEPARTMENT PERSONNEL who are required to do installation work will be paid their current hourly rate of pay.

SERVICE DEPARTMENT PERSONNEL who become installers will be covered by the Appendix “A”.

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 renegotiate 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:

Two (2) Union and two (2) Management Committee Members determined by the respective parties.

Pay Period	HVAC Task Rated Staff	WH Task Rated Staff
Weekday, Afternoons	NOT APPLICABLE	\$30.00 per installer per day
Saturday, as part of Scheduled work week		Straight Task Rate <u>plus</u> \$10 per tank Premium
		<u>plus</u> \$100 per person Standby (10 hours)
Saturday, Call Out	Straight Task Rate <u>plus</u> \$50 premium per person	Straight Task Rate <u>plus</u> \$10 per tank Premium <u>plus</u> \$100 per person Standby (10 hours)
Sunday, as part of scheduled work week		Straight Task Rate <u>plus</u> \$10 per tank Premium <u>plus</u> \$100 per person Standby (10 hours)
Sunday, Call Out	Straight Task Rate <u>plus</u> \$50 premium per person	Straight Task Rate <u>plus</u> \$10 per tank Premium <u>plus</u> \$100 per person Standby (10 hours)
Statutory Holiday as part of scheduled work week, worked		8 Hours Paid lieu day <u>plus</u> , Straight Task Rate <u>plus</u> \$10 per tank Premium <u>plus</u> \$200 per person Standby (10 hours)
Statutory Holiday as part of scheduled work week, not worked	8 Hours Paid lieu day	8 Hours Paid lieu day
Statutory Holiday	8 Hours Paid lieu day	

Standby	<u>plus</u> , Straight Task Rate	
	<u>plus</u> \$100 premium per task	
	plus \$100 premium per person for on-call/no jobs	

PAY TREATMENT REMAINS THE SAME FOR DURATION OF CONTRACT

DISTRIBUTION OF HVAC AND RWH WORK SHALL BE BASED ON SENIORITY

HVAC "BOXES" (Combos) - SHALL BE EVENLY DISTRIBUTED AMONG THE HVAC INSTALLERS, "BOX COUNT" **Note that during slow periods, senior installer gets combos based on seniority, once things pick up then it will be fair and equitable distribution. Company to update the distribution list monthly.**

Install Standards

A) HIGH EFFICIENCY FURNACE

Install new and Re/Re HB to HB

- Remove old furnace
- Put new furnace in place and rotate furnace where required to meet all applicable codes.
- Install thermostat (all types) when provided
- Reconnect gas line up to 6 feet
- Reconnect electrical power supply to applicable codes.
- Drain tubing 10ft included
- Install plenum or transition to company standards.
- Clean existing A/C coil (if required)
- Install 1" filter rack or up to 5" media air cleaner and modify existing return air boot or replace return air boot to accommodate filter system
- Reconnect electronic air cleaner and/or humidifier (task applies if the unit must be fully uninstalled)
- Upgrade venting system to TSSA standards, to be a two-pipe system unless Manager's approval for single pipe applications.
- Start unit and record all necessary requirements for all commissioning sheets
- Set up
 - Check manifold pressure
 - Clock firing rate
 - Soap and dial test if applicable
 - Perform temperature rise and all necessary CO checks
- Check operation of thermostat
- Set heat anticipator for correct amp draw
- Ensure thermostat starts and stops furnace

- Ensure any interrupted appliances due to furnace installation are turned back on and functioning
- Explain proper operation of furnace and/or thermostat to customer
- Ensure installation meets all applicable codes and standards
- Ensure installation is to manufacturer's specifications
- Clean up work area
- Give customer warranty and all operational manuals
- Obtain sign off agreement

B) HIGH EFFICIENCY FURNACE

Hi-boy to Hi-boy with existing 636 system venting

- 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 prefabricated
- 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
 - Perform temperature rise and all necessary CO checks
- 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 meets all applicable codes and standards
- Ensure installation is to manufacturer's specifications
- Clean up work area
- Give customer warranty and all operational manuals
- Obtain sign off agreement

C) AIR CONDITIONERS

Re and Re

- Recover refrigerant and record and tag all applicable documentation
- Disconnect and remove unit by brazing old condenser lines to prevent oil spillage
- Put new unit in place on level slab or level wall brackets and relocate condenser where applicable
- Install the A coil into existing plenum or replace plenum for proper performance of equipment
- Install new line set or reuse with a triple sweep only with managers approval
- Connect electrical to ESA standards including liquid tight and disconnect
- Install low voltage control wires, includes condenser and thermostat
- Pressure test with nitrogen to proper specifications
- Pull system into a vacuum with the use of micron gauge
- Ensure the system holds vacuum
- Open valves
- Start and set up and record all necessary requirements for all commissioning sheets
- Test thermostat operations (both heating and cooling)
- Demonstrate operation to customer
- Ensure installation meets all applicable codes and standards
- Ensure installation is to manufacturer's specifications
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

AIR CONDITIONERS

New Install

- Put new unit in place
- 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 with the use of micron gauge
- 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 meets all applicable codes and standards
- 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

See below for definition of Start up. Air conditioning Task Rate will be paid when all the following checks are completed, and appropriate form is completed and submitted. If the checks are not completed the Task Rate will not be paid.

- Start up 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 start ups 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 guidelines

D) HIGH EFFICIENCY BOILERS

Re and Re

- Remove the 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
- Ensure installation meets all applicable codes and standards
- Start and set up and record all necessary information for commissioning sheets
 - Check manifold pressure
 - Clock firing rate
 - Soap and dial test if applicable
 - Perform CO a Stack temperature checks
 - Purge radiators
- Check operation of thermostat

- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops operation of boiler
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Clean up work area
- Give customer warranty and all operational manuals
- Obtain sign off agreement

New Installation of High Efficiency Boilers

- Removal 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
- Ensure installation meets all applicable codes and standards
- Start and set up and record all necessary information for commissioning sheets
 - Check manifold pressure
 - Clock firing rate
 - Soap and dial test if applicable
 - Perform CO and Stack temperature checks
 - Purge radiators
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops operation of boiler
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Clean up work area
- 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 as necessary.
- Connect equipment to the venting systems
- Ensure installation meets all applicable codes and standards
 - Clock firing rate
 - Soap and dial test if applicable

- Perform all CO checks necessary
- 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

G) OTHER INSTALLATIONS

Communicating 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

I) Humidifier

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 and install bypass using rigid pipe and fittings where necessary
- Mount new or existing unit so it is level
- Connect water supply from water lines to humidifier using ball valves only and 1/4-inch copper
- Connect 3/4" PVC drain and terminate at floor drain or sink. Do not terminate outside.
- Connect electrical control wiring
- Test for leaks and proper operation

Electronic Air Cleaner/ Media Air Cleaner

New or Re & Re

- Applies only to electronic air cleaners/**media air cleaner**
- Connect new unit to furnace and cold air return by means of modifying or replacing return air boot when necessary
- Connect electrical where necessary according to ESA standards
- Test operation when testing furnace

Short Connect Gas Piping

- Used on BBQ, stove and dryer hookups when using flex hoses
 - Leak test as per code
 - Obtain sign off agreement

Long Connections of Gas Piping

To be applied during the installation of BBQ stove and dryers
Install equipment, piping and venting according to all applicable codes and standards
Install equipment according to manufacturer's instructions
Leak test to code
Obtain sign off agreement

Water Heaters

Applies to all types of power vented and conventional water heater installations

- Drain old water heater using caution as to avoid water damage
- Remove old water heater and discard into vehicle
- Put new water heater in place, rotate and level as necessary and install equipment to meet all applicable codes and standards and manufacturers specifications
- Reconnect gas lines up to **10 FT.**
- Replace or install new water stop valve on all installations
- Replace or install venting to meet manufacturers specifications and all applicable codes and standards
- Drill holes and cut holes in ceilings where necessary and install grills
- Reconnect or replace water lines where necessary
- Fill water heater completely and check for leaks in piping and connections
- Start up and record all necessary information for commissioning sheets
- Check manifold pressure
- Clock firing rate
- Soap and dial test if applicable
- Perform all necessary CO checks
- Where necessary document and take photos for water damages
- Clean up work area
- Acquire customer's signature where necessary
- Give customer a copy of all necessary documents and manuals

Paperwork and/or Documentation: Definition

This definition applies to all tasks and task rated employees

- All paperwork must be filled to its entirety and handed in completed daily before your shift commences

Discard: Definition

This definition applies to all tasks and task rated employees

- All equipment and material must be returned to the warehouse and discarded accordingly
- All precious metals (coils and copper) must be returned and put back into the warehouse

Appendix “Company Supplied Tools for Certain Classifications

Service/HVAC

CARBON MONOXIDE ANALYZER
LADDER 2-Step
VACUUM (SHOP VAC)
PURGING TOOL
HVAC only
RECLAIM CYLINDER 50LB
NITROGEN REGULATOR
VACUUM PUMP
RECLAIMER
REFRIGERANT SCALE
TURBO TORCH KIT

Maintenance

CARBON MONOXIDE ANALYZER
PURGING TOOL
VACUUM (SHOP VAC)

Installation Crew

Tool	Count per Crew
Extension Ladder	1
Stepladder	2
Appliance Cart	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 STS	1
Sawzall	1

Pipe Cut. Steel Single WH.	1
Holder OOR	1
Refrigerant Scale	1
Vacuum Pump	1
Reclaimer	1
Reclaim Cylinder	2
Nitrogen Regulator	1
B-Tank Regulator	1
Turbo Torch	1
Micron Gauge	1
GFI	2

Health and Safety Equipment Supplied

DUST MASK W/FILTER Respirator N95
GOGGLES F/CHEMICALS
FIRST AID KIT
HEARING PROTECTION
WORK GLOVES W/ LEATHER PALM
SUPERIOR TOUCH GLOVES
GLOVES F/CHEMICALS
GLOVES COTON W/PVC DOT
SAFETY GLASSES
FIRE EXTINGUISHER
SHOE COVERS
HARD HAT- New Construction
Raincoat
GROUND FAULT
CARPET / FLOOR SHIELD
FLOOR COVERING / RUBBER BACKED
REPLACEMENT CARTRIDGE P100
DUAL CART. RESPIRATOR F/ ASBESTOS
TYVEK SUIT W/ HOOD F/ ASBESTOS If Needed
Knee Pads
TRAFFIC CONE
ELECTRICAL LOCK OUT

Other

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

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)

Appendix "C"

Enhanced Severance

The Company and the Union do hereby agree:

- **Enhanced Severance**

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

- The employee's job is redundant, or the employee's location is being closed.
- 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:

Two (2) weeks base regular pay per year of completed continuous service, prorated for partial year, to a maximum of forty (40) weeks. As a condition for accepting their severance pay the employee will resign from the Company and waive any seniority or recall rights.

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

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; 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.

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, within the employee's qualifications, 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 immediately of any Highway Traffic Act violation where operating a Company vehicle and advise their manager of a potential loss of licence and the time frame thereof,
2. to provide sufficient documentation of the loss, and
3. to advise the Company at least thirty (30) **calendar** days prior to the estimated date of return of licence.

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

LETTER OF UNDERSTANDING #2 EMPLOYEE SECURITY

The Company will continually need to change in order to proactively 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.

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 regular Bargaining Unit employees, by job classification. Also, that by doing will result in a reduction in the wage rate of regular Bargaining Unit employees.

LETTER OF UNDERSTANDING #3 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 #4
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 services. 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.

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 #5
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 #6
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, Service Technician or Maintenance Technician rate will be applied to the exchange work performed.

LETTER OF UNDERSTANDING #7 MAINTENANCE WORK

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 #8 UNION PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of one cent (\$0.01) per hour for all Regular Hours worked to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a monthly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road, Toronto, ON, M2H 0A8

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service. **There will be a maximum of 3 employees allowed off on this leave at any given time.**

LETTER OF UNDERSTANDING #9

BENEFITS PLANS

The Company and the Union agree to seek out Benefit Plans that provides Benefits to employees, 100% paid by the Employer. The Company and the Union must mutually agree to any new Plans.

LETTER OF UNDERSTANDING # 10

Water Heater Service/Maintenance Technician Role

The Union and the Company mutually agree to transition 2 Maintenance Technician G2s to the Water Heater Service/Maintenance Technician role. The role will not be posted as per Article 11, due to the fact that the Maintenance Tech G2 role will not be backfilled. Should the Company and the Union mutually agree to transition more Maintenance Tech G2s in the future, they will not be posted under article 11, nor will the Maintenance Technician G2 roles be backfilled. Article 11, job postings will only apply to the Water Heater Service/Maintenance Technician role once there is a vacancy in the Water Heater Service/Maintenance Technician role.

In the event a member who has transitioned and is deemed unsuitable by either/or both parties for the role of Water Heater Service/Maintenance Technician, they will be allowed to exercise their rights under Article 11.06 and return to their previous role and their previous rate of pay. The Company and the Union agree that the transition from Maintenance Technician G2 to Water Heater Service/Maintenance Technician will take place no later than January 15, 2021.

Further the parties agree the Company will have 90 days to evaluate an employee in a new position and may exercise their right to invoke Article 11.06 and return a member to their former role if found unsuitable for said position. This timeline may be shortened or lengthened by mutual agreement from both parties. The Union will be notified by the Company before the Company invokes Article 11.06.