



COLLECTIVE AGREEMENT

Between

Optimum Mechanical Solutions Inc.

and

Christian Labour Association of Canada

Expires January 31, 2015

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This Collective Agreement made in duplicate and entered into this 30th day of March 2012.

COLLECTIVE AGREEMENT

Between

OPTIMUM MECHANICAL SOLUTIONS INC.
hereinafter referred to as “the Employer”

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA
hereinafter referred to as “the Union”

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees, to provide measures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.
- 1.02 The parties jointly acknowledge the beneficial advantages of the establishment by the Employer of good working conditions and a fair level of compensation, both of which being significant factors in perpetuating the continued employment of the workforce. The Union acknowledges that to achieve these goals, the Employer must be in a strong market position, which means that it must produce efficiently, at the lowest possible cost, consistent with fair labour standards. The Union will support the Employer’s efforts to eliminate waste in production, conserve materials and supplies, provide a superior quality of workmanship, prevent accidents, and to strengthen the goodwill between the Employer, the employee, the customer and the public.
- 1.03 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as, the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all journeymen and apprentice plumbers, refrigeration mechanics and sheet metal workers and gas fitters employed in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman and sales and office staff.
- 2.02 Students enrolled in school and intending to return to a secondary or post-secondary education are excluded from the terms of this Collective Agreement during their regularly scheduled vacation breaks to a maximum of five (5) months. Participants in the Ontario Youth Apprenticeship Program or in a pre-apprenticeship program offered by a registered college are also excluded from this Agreement for the duration of their participation in such program(s).
- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.
- 2.04 The Employer agrees that the duly appointed representatives of the Union are authorized to act on behalf of the Union for the purposes of administering and negotiating the terms and conditions of this agreement and all matters related thereto.
- 2.05 The Union acknowledges that it is the exclusive function of the Employer to hire, fire, promote, demote and suspend employees provided that a claim by any employee, who has completed his probationary period, that he has been disciplined or discharged without just cause may be the subject of a grievance.
- 2.06 Provided such actions are consistent with the further terms of this collective agreement, the Employer's rights include but are not limited to the following:
- a. The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations and policies and practices to be adhered to by its employees, policies and practices may be reviewed prior to

- implementations with the peer group, including the right to continue to develop, administer, maintain and enforce the provisions of the Employer's Employee Manual provided such provisions are not inconsistent with any of the provisions of this Agreement and such provisions prior to implementation may be reviewed with the peer group;
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to discipline and discharge employees for just cause; to select and retain employees for positions excluded from the bargaining unit;
 - c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union may appoint up to two (2) stewards. Stewards are representatives of the employees in certain matters pertaining to this agreement, including the processing of grievances.
 - b. Union Representatives are representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this agreement and enforcing the employees' collective bargaining rights as well as any rights under this agreement and under the law.

- 3.02 The Union agrees to notify the Employer in writing of the names of its stewards and the effective dates of their appointments. The Employer shall not be required to recognize a steward until such notice is received.
- 3.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to attend a grievance arbitration, mediation, or any other proceeding that arises from the administration or enforcement of this agreement will not receive their regular hourly rate.
- 3.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings. On up to four occasions per year, the Employer may convene a meeting during regular work hours, during which employees shall not be paid for the first hour of their attendance.
- 3.05 There shall be no Union activity at any time on the Employer's premises, or in connection with the Employer's business operations, except that which is necessary for the processing of grievances and the administration and enforcement of this agreement.
- 3.06 Union Representatives shall have the right to periodically visit job sites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol as determined by the general contractor, the Employer, or the client.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, or while negotiations for a renewal or further agreement are being held, neither the Union, its members or any employee shall take part in or cause or encourage any strike, picketing, slowdown or any stoppage or suspension of, or interference with work, or production, which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes, or secondary strikes and boycotts.

4.02 The Employer agrees that during the term of this Agreement, or while negotiations for a renewal agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY

5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of staffing requirements giving as much prior notice as possible. The Union will provide a list of manpower available. The Employer at its discretion may hire employees so listed or from other sources.

5.02 To assist in the efficient placement of appropriately skilled members the Employer will inform the Union when employees are laid off and when new employees are hired.

5.03 The Employer may, at its sole discretion, subcontract, sublet, utilize outside agency staff, or otherwise assign any number of persons to perform work normally performed by employees covered by this agreement provided that no qualified employee is laid off as a result, or no qualified employee is available for recall or available during the recall period in accordance with Article 11.05 (h). Any such subcontracting, subletting, utilization of outside agency staff or other assignment of such work shall be considered by the Employer and Union to be specifically excluded from and does not fall within the scope of the bargaining unit description set out in Article 2.01 above, such that the terms and conditions of this Agreement shall have no application whatsoever to the subcontracting, subletting, utilization of outside agency or other assignment of such work.

5.04 New employees will be hired on a three (3) month probationary period commencing from the date of hire and the following shall apply:

- a. During the probationary period the rate of pay, including vacation pay, will be 90% of the rate consistent with the employee's classification, as defined in Schedules "A", "B", "C" and "D".
- b. Regular Union dues and fees are to be deducted and remitted from the first day of employment.

- c. Upon completion of the probationary period, the Employer will remit to the Union's benefit plan hourly contributions for all hours worked since the employee's date of hire, to a maximum of three hundred and twenty (320) hours.
 - d. Notwithstanding the provisions of Article 2.06 (b), which the parties agree will not apply to an employee who has not completed his probationary period, during the probationary period, an employee may be discharged at the discretion of the Employer and such discharge shall not become the subject of a grievance.
- 5.05 All employees shall be required, as a condition of employment, to review and sign the Employer's confidentiality agreement on an annual basis.
- 5.06 Employees may hold a second job or do related work in their trade on the side. However, employees must respect basic rules against conflict of interest in their secondary pursuits and in any business(es) in which they become involved. The following are examples of actions that could lead to discipline, loss of the tool allowance specified in Article 16, and possible termination of employment: working at another job on company time, entering into competition with the company, dishonesty about use of a leave of absence, or using the company's name or property for personal advantage.

ARTICLE 6 - CHECK OFF AND UNION MEMBERSHIP

- 6.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 6.02 The Employer shall deduct from each pay of all employees covered by this agreement, an amount of money equal to Union dues, and shall remit the same monthly to the Union office, not later than the fifteenth of the month following the month in which such dues are deducted.
- 6.03 The Union shall hold harmless, and agrees to indemnify the Employer, its

successors, administrators and assigns against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.

6.04 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a. name;
- b. rate of pay;
- c. gross earnings;
- d. total hours worked in the month for which such deductions are made;
- e. dues deducted and remitted on behalf of the employee;
- f. initiation or other fees deducted from each employee as may be prescribed by the Union.

6.05 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:

- a. address;
- b. telephone;
- c. date of hire;
- d. classification

6.06 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.

ARTICLE 7 - WAGES AND RATES OF PAY

7.01 Wage rate schedules applicable to various job classifications are as set forth on Schedules "A", "B", "C" and "D" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.

7.02 Wages shall be paid bi-weekly by cheque or direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours

worked, the total earnings , pay period and the amount of each deduction and net earnings.

- 7.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 22 - Arbitration of this Agreement.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 8.02 A regular workweek shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.
- 8.03 All work performed on Saturdays, and any hours in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- 8.04 Work shall not be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

No employee shall be compelled to work on a Sunday or any other day of the week if such work conflicts with the established religious convictions of the employee.

- 8.05 Any employee assigned to be on call for the purpose of service work shall receive stand by pay of three (3) hours pay for each week they are on standby. If there is an employee assigned to be on 'back up' stand by, that employee shall receive two (2) hours pay for each week of the assignment. Service call work that occurs during the regular work week outside of the regular hours of work shall be paid at the rate of one and one-half (1½) times the hourly rate, but such hours

shall not be used toward calculating the regular hours worked in a week. An employee shall charge out, and be paid for a minimum of two (2) hours for each service call that occurs outside the regular hours of work.

Employees that respond to a service call outside the regular hours of work shall complete the work order to show that the duration of such service call is equal to one and one-half (1 ½) times the number of hours worked. There shall be no reference in the work order to the employee's overtime rate of pay. The employee shall make every reasonable effort to obtain the customer's signature on such work order prior to leaving the service call.

8.06 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break for every two (2) hours worked beyond eight (8) hours per day. Employees shall take an unpaid meal period of one-half (1/2) hour at the midpoint of their shift, or at such time during their work day which is convenient.

8.07 Except in the case of inclement weather, an employee who reports to work in the usual manner without having been notified that there is no work available, or who is sent home because of a lack of work before he has worked four (4) hours shall receive a minimum of four (4) hours pay at his regular hourly wage rate.

ARTICLE 9 - VACATION AND VACATION PAY

9.01 The Employer agrees to pay each employee with 0-3 years' service an amount of six percent (6%), 3-5 years' service six and one-half percent (6.5%), 5+ years' of service seven percent (7%) of an employee's wages representing vacation pay.

9.02 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall submit requests at least four (4) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.

9.03 The Employer agrees to remit the Vacation Pay of each employee as agreed upon in Article 9.01 of this Agreement to the Union's Employee Trust Fund by not later than the fifteenth (15th) of the month following the month in which such vacation pay is earned. Vacation pay shall be remitted on a separate cheque and be accompanied with a remittance form.

ARTICLE 10 - PUBLIC HOLIDAYS

10.01 The following days shall be recognized as Public Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

10.02 Employees will receive Holiday pay for each of the days listed in Article 10.01 which shall be calculated as the employee's regular rate of pay multiplied by the number of hours regularly worked in a day.

10.03 An employee required to work on a day listed in Article 10.01 shall receive Holiday premium pay which shall be calculated as one and one-half (1½) times the employee's regular hourly rate for all time worked, in addition to the Holiday pay described in Article 10.02.

10.04 The Employer shall provide a day off each year on the month of August Civic Holiday without pay. In the event an employee is requested to work by the Employer on that day, he shall receive payment of one and one-half (1 ½) times his regular hourly rate of pay for each hour worked, and such hours shall not be included in calculating the number of regular hours worked that week for the purpose of Article 8.02.

10.05 All employees qualified to be on call for each classification shall by December 1st of each year be given the opportunity, by seniority as defined in Article 11.01, to select the holiday(s) for the next year that they would like to be on call. If there are a greater number of qualified employees per classification than statutory holidays, it is understood that the top senior employee(s) shall not be required to be on call for any holidays that year. The following holidays shall be distributed on a rotating annual basis: Christmas Day, Boxing Day and New Year's Day. If a holiday falls in the middle of a week, it is understood that the employee who is on call for that holiday shall be on call for that week. If a holiday falls on a weekend, it is understood that the employee who is on call for that holiday shall be on call for the entire weekend.

ARTICLE 11 - SENIORITY, LAYOFFS AND RECALL

11.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be calculated from the date of hire.

New employees, after successfully completing their probationary period, shall be added to the seniority list with seniority attributed from the date of hire. Four (4) separate seniority lists shall be maintained for the four (4) job classifications as hereinafter described and established by this Agreement and these lists shall be maintained and kept current by the Employer and shall be made available to the Union upon request.

11.02 The Employer will establish four (4) different and separate job classifications which are as follows:

Classification 1 - Plumber(s)/Pipefitter(s)

Classification 2 - Refrigeration Mechanic(s)

Classification 3 - Sheet Metal Worker(s)

Classification 4 - Gas Fitter(s)

11.03 Plumbers/pipefitters, refrigeration mechanics and sheet metal workers described in Classifications 1, 2 and 3 above, may also be holders of Gas Fitter certificates, level 1, 2 or 3. Notwithstanding that such plumbers/pipefitters, refrigeration mechanics and sheet metal workers may also hold Gas Fitter certificates, each of such classifications, for the purposes of exercising seniority rights will be restricted to the classification of their particular trade and shall not exercise any seniority rights in respect of Classification 4 - Gas Fitter(s) identified above, which classification, the parties further acknowledge and agree, applies solely to an employee who is the holder of a Gas Fitter certificate, level 1, 2 or 3 and who is not a tradesperson who may fall within the scope of Classification 1, 2 or 3 as identified above.

11.04 Seniority rights created by this Agreement are rights arising in each of the four (4) classifications only and such rights shall not be exercised nor have any impact of any nature in respect of any other job classification. For example, seniority rights obtained and being exercised by an employee falling within the scope of Classification 1 - Plumber(s)/Pipefitter(s) shall not be exercised to affect or otherwise impact the employment or seniority rights of an employee in Classification 2 - Refrigeration Mechanic(s) or Classification 3 - Sheet Metal Worker(s) or Classification 4 - Gas Fitter(s).

11.05 Seniority rights shall terminate and an employee shall cease to be employed by the Employer when he:

- a. voluntarily quits his employment with the Employer;
 - b. is discharged, and is not reinstated through the grievance procedure or arbitration;
 - c. fails to report for work as scheduled for more than two (2) consecutive work days without having a justifiable reason for such failure to report;
 - d. is laid off for a period of more than six (6) consecutive months;
 - e. fails to report on the first day following the expiration of a leave of absence without just cause;
 - f. fails to comply with an agreed upon arrangement of his recall without justifiable reason;
 - g. is absent for a period of more than twenty-four (24) months due to a bonafide injury, or illness;
 - h. fails to report to work following a recall within two (2) workdays if unemployed, or five (5) workdays if employed elsewhere.
- 11.06 In the event an employee is absent from work for more than one (1) week due to a bonafide illness or injury the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification must confirm that the employee is able to perform all functions, duties and work of the job classification to which such employee is normally assigned.
- 11.07 Notwithstanding the above, the Employer may request that an employee provide a physician's certificate for any absence due to illness in excess of two (2) days or in excess of three (3) occasions in one calendar year, which shall be at the employee's expense.
- 11.08 In the case of layoffs, the Employer shall rely on the seniority standing of the employees within their classification, to determine the appropriate order of layoff. In general, the employee having most seniority within his classification shall be laid off last and recalled first, provided the employee, at the sole discretion of the Employer, has the necessary skill, ability, and possesses the qualifications to perform the available work. Such discretion shall not be unreasonably exercised.
- 11.09 In case of layoff, an employee shall be given at least a one (1) days' notice or payment equivalent to one (1) day of work in lieu thereof. The Employer shall not

be required to give one (1) days' notice of layoff when equipment failure or shortage of material cause operations to cease.

11.10 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

ARTICLE 12 - CLAC HEALTH FUND

12.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund ("Benefit Plan") is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.

12.02 Commencing on the day that this Agreement becomes effective, in accordance with Article 25 herein, the Employer agrees to pay to the Benefit Plan an amount as outlined under Schedules "A", "B", "C" and "D" for each hour worked by each employee covered under this agreement.

Included in this Benefit Plan, Vision Care shall be set at three hundred dollars (\$300) per twenty-four (24) months.

12.03 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union's Benefit Administration Office as provided in Articles 12.02 and 13.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 12.03 will not apply. The Employer's sole obligation pursuant to Article 12 – CLAC Health Fund shall be limited to making the payment more particularized herein.

12.04 The Employer's contribution to the Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, the Employer will enter:

- a. name of employee;
- b. total hours worked during the month for which remittance is made;
- c. date of hire for new employees only;

- d. Social Insurance Number for new employees only;
- e. date of termination;
- f. hourly rate of pay;
- g. amount of vacation pay forwarded;
- h. Employer contribution to the Union benefit and pension plan.

The Employer will forward a separate remittance form, plus one cheque for the total amount of Employer's Pension and Benefit Plan contributions to the Union office monthly, not later than the fifteenth of the month following the month in which such contributions were earned.

ARTICLE 13 - PENSION PLAN

13.01 The Union warrants and represents that the Christian Labour Association of Canada Pension Plan ("Pension Plan") is established for the benefit of the employees covered by this Agreement and further that such Pension Plan is maintained and administered by the Union and supervised by a Board of Trustees.

13.02 Commencing on the day that this Agreement becomes effective, in accordance with Article 25 herein, the Employer agrees to pay the amount specified on Schedules "A", "B", "C" and "D" to the Pension Plan for each hour worked by each employee covered under this Agreement.

13.03 The Employer's contribution to the Pension Plan shall be recorded on a remittance sheet supplied by the Union, and as described in Article 12.

13.04 The Employer's sole obligation pursuant to Article 13 – Pension Plan shall be limited to making the payment more particularized herein.

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

14.01 The Employer shall remunerate employees for travel time and mileage as follows:

- a. There shall be a free travel zone, which is defined as a twenty-five (25) kilometre Radius from 804 Hogsback Road, Ottawa ON (Mooney's Bay);

- b. Employees who are required to use their own vehicles for transportation purposes outside the free zones shall be reimbursed at a rate of forty-two cents (\$0.42) per kilometre.
- c. Employees that are requested to use their own vehicles within, or outside of the free zone to travel to different sites in one day, or to transport materials necessary for the work performed shall be reimbursed at the mileage rate established in this Agreement.
- d. If an employee's place of residence is within twenty-five (25) kilometres of the job site, the employee shall only receive mileage for all distance travelled past the twenty-five (25) km radius.
- e. Employees who on a regular basis drive and take home vehicles supplied by the Employer shall have a set amount deducted from their pay based on the following terms:

There shall be a twenty-five (25) kilometre radius "free zone" from the centre point of 804 Hogsback Road, Ottawa ON (Mooney's Bay). There shall be no charge for employees who live within this zone.

For employees who live further than twenty-five (25) km from the centre point, the calculation for each employee's pay deduction shall be:

Total distance from home to centre point – 25 km = X

$X \times 2 = Y$

$Y \times \$0.34/\text{km} = M$

$M \times 46 \text{ weeks/year} = Z$

$Z / 26 \text{ pay periods} = \text{Routine pay deduction}$

Example:

Employee lives 50 km from centre point.

50 km driven one way – 25 km free zone = 25 km (X)

25 km (X) $\times 2 = 50$ (Y)

50 (Y) $\times \$0.34/\text{km} = \17.00 (M)

$\$17.00$ (M) $\times 46 \text{ weeks/year} = \782.00 (z)

$\$782.00$ (Z) / 26 pay periods = \$30.07 Bi-weekly routine pay deduction

All distances from an employee's home address to the centre point shall be established by Google maps.

14.02 When employees are sent to work on a project beyond one hundred and twenty (120) kilometres from the Employer's base of operations, and remain working on such project for consecutive days (in excess of one work day):

- a. they will be paid a daily subsistence allowance of thirty-five dollars (\$35.00) for each whole day spent out of town;
- b. they will be provided, in the opinion of the Employer, with suitable accommodation;
- c. they will be paid their regular hourly rate for time travelling to the project, but not otherwise;
- d. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 14.01 for the trip to and from the project each week. The Employer shall reserve the right to make reasonable carpooling arrangements.

14.03 The Employer shall reimburse employees the cost of all parking associated or in connection with the performance of the work assigned them, and shall make available, upon request by an employee, a parking card. Any fines for parking violations for personal or company vehicles shall be the responsibility of the driver of the vehicle, except in cases when such fines can be charged to and are paid by the customer.

ARTICLE 15 - HEALTH AND SAFETY

15.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

15.02 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.

15.03 The Employer agrees that before December 31, 2009 it shall install in each of its service vehicles that have an enclosed space for the carriage and storage of tools and materials, a hazardous materials roof vent that shall be adequate to exchange the air in the enclosed space.

ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

16.01 The Employer will furnish employees with all necessary personal protective equipment (including safety helmets, safety glasses, gloves etc.) and rain gear if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items, including personal protective equipment, rain gear and safety equipment, in which case employees may, at the discretion of the Employer, be subject to disciplinary action.

16.02 On January 1 of each year, the Employer shall make available to each employee who has completed probation an annual clothing allowance of seven hundred and fifty dollars (\$750.00) for the purpose of purchasing apparel and safety footwear that complies with relevant legislative standards. New employees that have not completed probation as of January 1st shall be outfitted with pants and shirts at the discretion of the Employer.

The Employer shall maintain a list of apparel that it shall establish, from which employees shall choose a prescribed number of pants, shirts, coveralls, and jackets. The Employer shall establish a uniform policy which outlines the above in detail, as well as establish reasonable expectations with respect to daily apparel.

An employee that has exhausted his clothing allowance but is required to purchase more clothing, in order to be compliant with the Employer's uniform policy must do so at his own expense.

If and when the Employer engages an outside uniform company to supply clothing, the Employer may discuss the renewal of the contract as well as alternative clothing options for input with the peer group prior to the renewal of the contract with the uniform company.

- 16.03 The employer will provide to each employee that has completed one year of service an annual tool replacement allowance of seven hundred and fifty dollars (\$750.00). Refrigeration mechanics shall receive an additional two hundred and fifty dollars (\$250.00) tool replacement allowance per year. This allowance will only be available for the replacement of tools originally provided by each employee and provided that the replacement is due to normal wear and tear from use at work assigned by the Employer, and two hundred and fifty dollars (\$250.00) of the allowance will be available for new tools that apply directly to an employee's work assigned by the Employer which promote efficiency on the job site. The tool allowance shall become available each January 1st and shall not carry forward into the next year. New and replacement tool purchases require approval from a supervisor prior to purchase.
- 16.04 Employees will be responsible to acquire and maintain the required tools as listed in Schedule "E". Tools that are lost, or worn or damaged due to improper care must be replaced by the employee. All required tools as listed in Schedule "E" shall be made available for inspection by the Employer upon his request.
- 16.05 The Employer shall supply all remaining tools and equipment required for the proper installation of all work to be performed.

ARTICLE 17 - EDUCATION AND ASSISTANCE FUND

- 17.01 The Employer shall contribute to the Union's Education and Assistance Fund the sum of ten cents (\$0.10) per hour for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union's Education Fund Administrator.
- 17.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.
- 17.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 18 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

- 18.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") an hourly amount of five cents (\$0.05) for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union in the manner prescribed at Article 6.04.
- 18.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is achieved by industry development among for and with owners and purchasers of construction services, by advocating at municipal and provincial government, by representing open shop union principles at industry conferences and events, and by advising the union leaders, including staff and stewards of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the union to strengthen the position of the Union, its members and contractors.
- 18.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

ARTICLE 19 - LEAVES OF ABSENCE, BEREAVEMENT LEAVE AND JURY DUTY

- 19.01 The Employer shall, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:
- a. marriage of the employee;
 - b. sickness of the employee or employee's immediate family;
 - c. death in the immediate family;
 - d. participation in union sponsored training or other educational events;
 - e. birth or adoption of the employee's child.
- 19.02 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of his spouse or common-law spouse, parent, or parent-in-law, child, brother, sister or grandparent.
- 19.03 The Employer shall pay the regular daily wages of an employee while serving as a juror, less any daily stipend or reimbursement from the court, for up to five days

provided the employee:

- a. notifies the Employer immediately that he is required to attend court for jury selection;
- b. presents proof of service requiring the employee's attendance.

ARTICLE 20 - DISCIPLINE & DISCHARGE

20.01 The Employer may discipline, suspend, or discharge an employee for just cause. If the conduct or performance of an employee warrants a warning, such a warning shall be written. A copy of all warnings shall be forwarded to the office of the Union at the time they are issued to the employee(s) concerned.

20.02 When the Employer meets with an employee to discuss any matter of a disciplinary nature, a steward shall accompany the employee. Upon taking disciplinary action against an employee, the steward, the Union, and the employee shall be notified in writing.

20.03 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period. Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 21 - COMPLAINTS AND GRIEVANCES

21.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints and grievances of employees shall be dealt with as quickly as possible.

21.02 It is understood that in all cases an employee or his Steward shall first give his immediate supervisor an opportunity to address his complaint before proceeding further with any grievance in accordance with this Article.

21.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within five (5) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the

Union's standard form and the parties shall meet within the next five (5) working days in an endeavour to settle the grievance.

21.04 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, then the Union may refer the grievance to arbitration in accordance with Article 22.

21.05 A **Group Grievance** is defined as a single grievance, signed by a Steward or Union representative, on behalf of a group of employees who have the same complaint. A Group Grievance shall be processed in accordance with Article 21.03 of the grievance procedure set out above. The names of the employees having the same complaint and advancing such Group Grievance shall be identified and listed on the grievance form.

21.06 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either the Union or the Employer in accordance with Article 21.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to "Union" and "Employer" in Articles 21.03 and 21.04 shall be interchangeable. Such Policy Grievance shall be signed by a Steward or a Union representative or, in the case of an Employer's Policy Grievance, by the Employer or its designated representative.

21.07 In the event that the circumstances giving rise to any grievance occurred more than five (5) days prior to the complaint or grievance being initiated and delivered to either the Employer or the Union, as the case may be, then and in such event neither the Employer nor the Union shall be required to consider or process any such grievance.

21.08 For the proper administration of this Article:

- a. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- b. In determining the time which is allowed in the various steps, only working

days shall be included, and any time limits may be extended by agreement in writing only.

- c. If advantage of the provisions of this Article 21 is not taken within the time limits specified herein as set out above, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 22 - ARBITRATION

22.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within ten (10) working days of the written decision described in Article 21.04 or the date that the written decision should have been made pursuant to Article 21.04. A grievance that is not referred to arbitration in accordance with this Article, shall be deemed to have been abandoned and shall be inarbitrable.

22.02 Both parties to this Agreement agree that any grievance concerning the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined at Article 21 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

22.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.

22.04 Within two (2) working days of the request of either party for a Board, each party shall notify the other of the name(s) of arbitrator(s) it proposes to act as the sole arbitrator.

22.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 22.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.

22.06 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.

22.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

22.08 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.

ARTICLE 23 - GENDER NEUTRALITY

23.01 In this Agreement, any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.

ARTICLE 24 - SEVERABILITY

24.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board or any Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective for three (3) years, expiring January 31, 2015.

IN WITNESS WHEREOF Optimum Mechanical Solutions Inc. has executed this Agreement by its duly authorized officer(s) this ____day of _____, 2012.

For: Optimum Mechanical Solutions Inc.

Witness Per _____
I have authority to bind the corporation

Witness Per _____
I have authority to bind the corporation

IN WITNESS WHEREOF Christian Labour Association of Canada. has executed this Agreement by its duly authorized officer(s) this ____day of _____, 2012.

For: Christian Labour Association of Canada

Witness Per _____
I have authority to bind the Christian Labour Association of Canada

Witness Per _____
I have authority to bind the Christian Labour Association of Canada

Witness Per _____
I have authority to bind the Christian Labour Association of Canada

Witness Per _____
I have authority to bind the Christian Labour Association of Canada

SCHEDULE "A" - CLASSIFICATION 1 – PLUMBER(S)/PIPEFITTER(S)

0-3 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Journeyman Plumber/ Pipefitter	Feb 1/2012	36.39	2.18	2.91	1.80	0.15	0.10	43.53
	Feb 1/2013	37.30	2.24	2.98	1.80	0.15	0.10	44.57
	Feb 1/2014	38.23	2.29	3.06	1.80	0.15	0.10	45.63

3-5 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Journeyman Plumber/ Pipefitter	Feb 1/2012	36.39	2.37	3.09	1.80	0.15	0.10	43.90
	Feb 1/2013	37.30	2.43	3.17	1.80	0.15	0.10	44.95
	Feb 1/2014	38.23	2.49	3.25	1.80	0.15	0.10	46.02

5 + YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Journeyman Plumber/ Pipefitter	Feb 1/2012	36.39	2.55	3.28	1.80	0.15	0.10	44.27
	Feb 1/2013	37.30	2.61	3.36	1.80	0.15	0.10	45.32
	Feb 1/2014	38.23	2.68	3.44	1.80	0.15	0.10	46.40

Apprentices shall be paid the following minimum rate:

Employees who become an indentured apprentice shall receive a wage rate that is determined as follows:

1 st Period	not less than 40% of journeyman's rate
2 nd Period	not less than 50% of journeyman's rate
3 rd Period	not less than 60% of journeyman's rate
4 th Period	not less than 70% of journeyman's rate
5 th Period	not less than 80% of journeyman's rate

Notes:

1. A gas fitter technician that becomes an indentured apprentice shall suffer no loss of pay upon becoming an apprentice, and shall thereafter be red-circled at his current rate until such time as the appropriate apprentice rate, or journeyman rate should surpass his red-circled rate, at which point he shall progress in pay in accordance with this schedule.
2. An employee who is appointed to be a lead hand will receive one dollar and fifty cents (\$1.50) per hour in addition to his regularly hourly rate. An employee who is appointed to be a working foreman will receive two dollars and twenty-five cents (\$2.25) per hour.
3. A journeyman or indentured apprentice that maintains a gas fitter technician certificate will receive an hourly premium as follows:

Gas Fitter 1:	\$2.00
Gas Fitter 2:	\$1.10
Gas Fitter 3:	\$0.50

SCHEDULE "B" - CLASSIFICATION 2 – REFRIGERATION MECHANIC(S)

0-3 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Refrigeration Mechanic	Feb 1/2012	38.39	2.30	3.07	1.80	0.15	0.10	45.81
	Feb 1/2013	39.35	2.36	3.15	1.80	0.15	0.10	46.91
	Feb 1/2014	40.33	2.42	3.23	1.80	0.15	0.10	48.03

3-5 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Refrigeration Mechanic	Feb 1/2012	38.39	2.50	3.26	1.80	0.15	0.10	46.20
	Feb 1/2013	39.35	2.56	3.35	1.80	0.15	0.10	47.31
	Feb 1/2014	40.33	2.62	3.43	1.80	0.15	0.10	48.43

5 + YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Refrigeration Mechanic	Feb 1/2012	38.39	2.69	3.46	1.80	0.15	0.10	46.59
	Feb 1/2013	39.35	2.76	3.54	1.80	0.15	0.10	47.70
	Feb 1/2014	40.33	2.82	3.63	1.80	0.15	0.10	48.83

Apprentices shall be paid the following minimum rate:

Employees who become an indentured apprentice shall receive a wage rate that is determined as follows:

- 1st Period not less than 40% of journeyman's rate
- 2nd Period not less than 50% of journeyman's rate
- 3rd Period not less than 60% of journeyman's rate
- 4th Period not less than 70% of journeyman's rate
- 5th Period not less than 80% of journeyman's rate

Notes:

1. A gas fitter technician that becomes an indentured apprentice shall suffer no loss of pay upon becoming an apprentice, and shall thereafter be red-circled at his current rate until such time as the appropriate apprentice rate, or journeyman rate should surpass his red-circled rate, at which point he shall progress in pay in accordance with this schedule.
2. An employee who is appointed to be a lead hand will receive one dollar and fifty cents (\$1.50) per hour in addition to his regularly hourly rate. An employee who is appointed to be a working foreman will receive two dollars and twenty-five cents (\$2.25) per hour.
3. A journeyman or indentured apprentice that maintains a gas fitter technician certificate will receive an hourly premium as follows:

Gas Fitter 1: \$2.00

Gas Fitter 2: \$1.10

Gas Fitter 3: \$0.50

SCHEDULE "C" - CLASSIFICATION 3 – SHEET METAL WORKER(S)

0-3 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Sheet Metal Worker	Feb 1/2012	36.39	2.18	2.91	1.80	0.15	0.10	43.53
	Feb 1/2013	37.30	2.24	2.98	1.80	0.15	0.10	44.57
	Feb 1/2014	38.23	2.29	3.06	1.80	0.15	0.10	45.63

3-5 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Sheet Metal Worker	Feb 1/2012	36.39	2.37	3.09	1.80	0.15	0.10	43.90
	Feb 1/2013	37.30	2.43	3.17	1.80	0.15	0.10	44.95
	Feb 1/2014	38.23	2.49	3.25	1.80	0.15	0.10	46.02

5 + YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Sheet Metal Worker	Feb 1/2012	36.39	2.55	3.28	1.80	0.15	0.10	44.27
	Feb 1/2013	37.30	2.61	3.36	1.80	0.15	0.10	45.32
	Feb 1/2014	38.23	2.68	3.44	1.80	0.15	0.10	46.40

Apprentices shall be paid the following minimum rate:

Employees who become an indentured apprentice shall receive a wage rate that is determined as follows:

- 1st Period not less than 40% of journeyman's rate
- 2nd Period not less than 50% of journeyman's rate
- 3rd Period not less than 60% of journeyman's rate
- 4th Period not less than 70% of journeyman's rate
- 5th Period not less than 80% of journeyman's rate

Notes:

1. A gas fitter technician that becomes an indentured apprentice shall suffer no loss of pay upon becoming an apprentice, and shall thereafter be red-circled at his current rate until such time as the appropriate apprentice rate, or journeyman rate should surpass his red-circled rate, at which point he shall progress in pay in accordance with this schedule.
2. An employee who is appointed to be a lead hand will receive one dollar and fifty cents (\$1.50) per hour in addition to his regularly hourly rate. An employee who is appointed to be a working foreman will receive two dollars and twenty-five cents (\$2.25) per hour.
3. A journeyman or indentured apprentice that maintains a gas fitter technician certificate will receive an hourly premium as follows:

Gas Fitter 1: \$2.00

Gas Fitter 2: \$1.10

Gas Fitter 3: \$0.50

SCHEDULE "D" - CLASSIFICATION 4 – GAS FITTER(S)

0-3 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Gas Fitter Tech 1	Feb 1/2012	20.83	1.25	1.67	1.80	0.15	0.10	25.80
	Feb 1/2013	21.35	1.28	1.71	1.80	0.15	0.10	26.39
	Feb 1/2014	21.88	1.31	1.75	1.80	0.15	0.10	26.99
Gas Fitter Tech 2	Feb 1/2012	17.48	1.05	1.40	1.80	0.15	0.10	21.98
	Feb 1/2013	17.92	1.08	1.43	1.80	0.15	0.10	22.48
	Feb 1/2014	18.37	1.10	1.47	1.80	0.15	0.10	22.99
Gas Fitter Tech 3	Feb 1/2012	14.45	0.87	1.16	1.80	0.15	0.10	18.53
	Feb 1/2013	14.81	0.89	1.19	1.80	0.15	0.10	18.94
	Feb 1/2014	15.18	0.91	1.21	1.80	0.15	0.10	19.35

3-5 YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Gas Fitter Tech 1	Feb 1/2012	20.83	1.35	1.77	1.80	0.15	0.10	26.00
	Feb 1/2013	21.35	1.39	1.82	1.80	0.15	0.10	26.61
	Feb 1/2014	21.88	1.42	1.86	1.80	0.15	0.10	27.21
Gas Fitter Tech 2	Feb 1/2012	17.48	1.14	1.49	1.80	0.15	0.10	22.16
	Feb 1/2013	17.92	1.17	1.52	1.80	0.15	0.10	22.66
	Feb 1/2014	18.37	1.19	1.56	1.80	0.15	0.10	23.17
Gas Fitter Tech 3	Feb 1/2012	14.45	0.94	1.23	1.80	0.15	0.10	18.67
	Feb 1/2013	14.81	0.96	1.26	1.80	0.15	0.10	19.08
	Feb 1/2014	15.18	0.99	1.29	1.80	0.15	0.10	19.51

5+ YEARS OF SERVICE

Classification		Rate	Vacation Pay (8%)	Pension Plan	Benefit Plan	E & A Fund	Ind. Fund	Total
Gas Fitter Tech 1	Feb 1/2012	20.83	1.46	1.88	1.80	0.15	0.10	26.22
	Feb 1/2013	21.35	1.50	1.92	1.80	0.15	0.10	26.82
	Feb 1/2014	21.88	1.53	1.97	1.80	0.15	0.10	27.43
Gas Fitter Tech 2	Feb 1/2012	17.48	1.22	1.57	1.80	0.15	0.10	22.32
	Feb 1/2013	17.92	1.25	1.61	1.80	0.15	0.10	22.83
	Feb 1/2014	18.37	1.29	1.65	1.80	0.15	0.10	23.36
Gas Fitter Tech 3	Feb 1/2012	14.45	1.01	1.30	1.80	0.15	0.10	18.81
	Feb 1/2013	14.81	1.04	1.33	1.80	0.15	0.10	19.23
	Feb 1/2014	15.18	1.06	1.37	1.80	0.15	0.10	19.66

Apprentices shall be paid the following minimum rate:

Employees who become an indentured apprentice shall receive a wage rate that is determined as follows:

- 1st Period not less than 40% of journeyman's rate
- 2nd Period not less than 50% of journeyman's rate
- 3rd Period not less than 60% of journeyman's rate
- 4th Period not less than 70% of journeyman's rate
- 5th Period not less than 80% of journeyman's rate

Notes:

1. A gas fitter technician that becomes an indentured apprentice shall suffer no loss of pay upon becoming an apprentice, and shall thereafter be red-circled at his current rate until such time as the appropriate apprentice rate, or journeyman rate should surpass his red-circled rate, at which point he shall progress in pay in accordance with this schedule.
2. An employee who is appointed to be a lead hand will receive one dollar and fifty cents (\$1.50) per hour in addition to his regularly hourly rate. An employee who is

appointed to be a working foreman will receive two dollars and twenty-five cents (\$2.25) per hour.

3. An employee that is classified as a Gas Fitter Technician III will not be eligible to participate in the pension plan until he has completed one full year of service.

SCHEDULE "E" - TOOL LIST

Plumbers/Pipefitters

All journeyman and apprentice employees employed as a Plumber(s)/Pipefitter(s) will supply the following personal tools:

- 8 inch combination pliers
- measuring tape of at least twelve feet
- nine inch torpedo level

Refrigeration Mechanics

All journeyman and apprentice employees employed as a Refrigeration Mechanic(s) will supply the following personal tools:

- pipe wrenches
 - 24 inches
 - 18 inches
 - 12 inches
- full set wrenches - ¼ inch to 1 inch
- full set of sockets
 - ¼ inch
 - ⅜ inch
 - ½ inch
- electrical tester
- AM probe and probe tester
- flaring tool
- swedging tool
- tube cutter - up to 3 inches
- tin slips - red, green and yellow
- full set of screwdrivers
- battery operated drill - ⅜ or ½ inch
- drywall saw
- hammer
- refrigeration gauges
- welding equipment
- vacuum pump - two stage
- nitrogen regulator
- refrigeration weight scale
- vacuum gauge

Sheet Metal Workers

All journeyman and apprentice employees employed as Sheet Metal Worker(s) will supply the following personal tools:

- scratch awl
- tinner's hammer (16 ounces)
- pair bull snips
- small, medium & large screw drivers (slotted & Robertson)
- rule 10"
- scriber
- tool box (lockable)
- pair of pliers
- hacksaw frame
- vice grips
- right and left hand aircraft snips
- pair of folding tongs
- plumb bob and line
- chalk line
- crescent or adjustable wrench 10"
- ball peen hammer
- 12" spirit level
- 6" divider
- 12" divider
- centre punch
- set of trammel points
- cold chisel 12"
- set of Allen wrenches

Gas Fitter Technicians

All employees employed as a Gas Fitter(s) will supply the following personal tools:

- pipe wrenches
 - 24 inches
 - 18 inches
 - 12 inches
- full set of sockets
 - ¼ inch
 - ⅜ inch
 - ½ inch

- gas malometer as per TSSA
- electrical tester
- AM probe
- flaring too
- tube cutter
- tin slips - right, left and straight
- full set of wrenches - ¼ inch to 1 foot
- full set of screwdrivers
- battery operated drill - ⅜ or ½ inch
- drywall saw
- hammer
- pressure test gauge as per TSSA
- gas-purge kit

LETTER OF AGREEMENT

Between

**OPTIMUM MECHANICAL SOLUTIONS INC.
Hereinafter referred to as “the Employer”**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA
Hereinafter referred to as the “the Union”**

RE: Non-Bargaining Unit Personnel

The Union acknowledges that employees John Grant and Larry Page each have an ownership interest in the Employer and further acknowledges and agrees that as John Grant and Larry Page have on a regular basis during their employment with the Employer performed bargaining unit work, John Grant and Larry Page may continue to perform bargaining unit work on a regular basis when assigned to such bargaining unit work by the Employer.

The Union further acknowledges and agrees with the Employer that the assignment of bargaining unit work to John Grant and Larry Page shall be considered and deemed to be specifically excluded from this agreement, such that the terms and conditions of this Agreement shall have no application whatsoever to any assignment of bargaining unit work to John Grant or Larry Page at any time during this Agreement's subsistence.

LETTER OF AGREEMENT

Between

**OPTIMUM MECHANICAL SOLUTIONS INC.
Hereinafter referred to as “the Employer”**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA
Hereinafter referred to as the “the Union”**

RE: Long Term Disability Coverage & Voluntary Pension Contributions

The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage (“LTD”). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee’s pay cheques. The monthly cost as directed by the Union Benefit Office will be deducted in equal parts from each pay cheque in a given month, and remitted together with the Employer’s Benefit Plan contribution in accordance with Article 12 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

The Employer agrees to deduct by way of payroll deduction and remit to the Union’s Benefit Administration Office an amount as directed by each employee as voluntary employee pension contributions over and above the contributions noted in Schedules “A”, “B”, “C” and “D”. Such amounts shall not exceed the limits established by Canada Customs & Revenue Agency. These monies will be recorded separately on the Employer’s monthly remittance to the Benefit Administration Office. A request for such deductions shall be submitted to the Employer in a format provided by the Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1 and July 1 of every year.

LETTER OF AGREEMENT

Between

**OPTIMUM MECHANICAL SOLUTIONS INC.
Hereinafter referred to as “the Employer”**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA
Hereinafter referred to as the “the Union”**

RE: Employer Policies and Expectations

In order to jointly identify various workplace policies and expectations that are reasonable for the direction of the workforce, the above parties agree that the following shall apply to all employees in the bargaining unit identified by the collective agreement and that the Employer may take reasonable measures, including disciplinary action, to administer and enforce such policies and expectations. The Union acknowledges that the policies contained herein shall become part of Employee Manual referenced in Article 2.06 a. of the Collective Agreement.

Telephone Use:

The Employer may provide cell phones or other communication devices to employees and it is understood and agreed that where employees use devices for personal use, and as a result accrue minutes beyond the available minutes provided as part of a package plan (monthly plan) by the service provider, the employee who has been assigned the phone shall be responsible to reimburse the Employer for any additional costs that result from such personal use.

Work Orders:

The parties recognize and agree that employees shall be permitted sufficient time during each work day to complete work orders in connection with service calls. Employees are required to ensure that such work orders are submitted by no later than 8:00 a.m. each Monday following the week in which such work was performed.

Company Meetings:

On up to four occasions per year, as described at Article 3.04 of the Collective Agreement, the Employer may convene a meeting with the employees during regular work hours in order to deal with any matter that affects employees, such as, but not limited to, operational procedures, health and safety, introduction of new products or processes, to report on general matters. Attendance at such meetings shall be mandatory unless permission to be excused is provided in advance of the meeting by the Employer.

LETTER OF AGREEMENT

Between

**OPTIMUM MECHANICAL SOLUTIONS INC.
Hereinafter referred to as “the Employer”**

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RE: Residential Tradespersons

The parties recognize that certain skills necessary to perform work assigned by the Employer cannot be acquired by tradespersons who have acquired the majority of their experience and training while working in the residential sector of the construction industry.

Notwithstanding the provisions of Schedules “A”, “B” or “C” forming part of the Collective Agreement as identified above, a journeyman employee who is hired by the Employer and who has acquired the majority of his experience and training within his trade in the residential sector of the construction industry will receive eighty percent (80%) of the journeyman rate as defined by the Collective Agreement. The Employer shall pay this reduced wage rate for a period not to exceed one (1) year from the date the person is hired. Thereafter, the employee will be paid the wage rate as defined in the Collective Agreement.

Within the first six (6) months of employment, and again prior to the conclusion of one year of employment, the Employer shall conduct a formal evaluation of the employee to which this Letter applies. As part of its evaluation, the Employer shall consult with the employee’s immediate supervisor and with one peer who holds a certificate of qualification for the same trade as the employee.

In all other respects, the provisions of the Collective Agreement shall have application to and shall govern the employment of those persons meeting the criteria particularized and identified herein.

The Employer shall provide a copy of this Letter to any person to which this letter applies in advance of the employee’s first day of employment and shall also provide the employee with contact information for the union steward(s).

This Letter of Agreement shall become effective on the date it is signed and shall apply only to persons meeting the criteria explained above who have been hired after that date. This Letter of Agreement shall remain in force until January 31, 2012.

LETTER OF AGREEMENT

Between

**OPTIMUM MECHANICAL SOLUTIONS INC.
Hereinafter referred to as "the Employer"**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA
Hereinafter referred to as the "the Union"**

RE: Temporary Project Work Hiring Guidelines

The company reserves the right to hire temporary skilled labour for specified job sites on the following bases:

- a) All hiring of temporary employees must be consistent with all Articles of the collective agreement, including the subcontracting restrictions in Article 5.03, save for exceptions specifically named in this Letter.
- b) All temporary employees hired under this Letter shall receive the wage and vacation pay rate for their classification as specified in Schedules A-D.
- c) All temporary employees shall pay union dues, according to Article 6.
- d) Temporary employees may only compose up to fifty percent (50%) of the workforce on a jobsite.
- e) In the event of layoffs, temporary employees shall be the first to be laid off, providing that those employees who would otherwise receive a layoff notice have the skills and abilities and are willing to perform work on the project on which the temporary workers are employed.
- f) For the first twelve (12) months of employment, temporary employees shall not be eligible for enrolment in the CLAC Pension Plan or the CLAC Health Benefit Plan and the Employer shall not be responsible for contributions to such Plans. The Employer shall also not be responsible for contributions to the CLAC Industry Fund or E & A Fund during the first twelve (12) months of employment for temporary employees.

SIGNED:

For the Employer:

For the Union:

On this the ____ day of _____, in the year 20____.