



COLLECTIVE AGREEMENT

Between

OPTIMUM MECHANICAL SOLUTIONS INC.

and

CLAC

DURATION: February 1, 2021 – January 31, 2024

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")**

DURATION: February 1, 2021 – January 31, 2024

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COLLECTIVE AGREEMENT

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, sheet metal workers, electricians, elevator mechanics, gas fitters, welders, and labourers 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. 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).
- 2.02 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.
- 2.03 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.

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- 2.04 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.
- 2.05 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. to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b. 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;
 - c. 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;
 - d. 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 one Steward for each compulsory trade listed in this Agreement. For every fifteen (15) members employed in each trade, an additional steward may be appointed.
- 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

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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 ninety percent (90%) of the rate consistent with the employee's classification, as defined in Schedule "A".
 - 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.

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- d. Notwithstanding the provisions of Article 2.05 (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 - UNION DUES, REMITTANCE AND DATA COLLECTION

- 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,

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representation policies, and any other information relevant to such new employees.

- 6.02 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 6.03 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 6.04 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 6.05 The Employer shall remit dues electronically, 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;

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- f. initiation or other fees deducted from each employee as may be prescribed by the Union;
 - g. Social Insurance Number; and,
 - h. date of birth.
- 6.06 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
 - a. complete mailing address;
 - b. e-mail address;
 - c. primary telephone;
 - d. date of hire;
 - e. classification, apprenticeship level.
- 6.07 The Employer shall also record on a remittance any of the following changes in employment status;
 - a. Change in classification, level or apprenticeship year; or
 - b. Job end date (for temporary, or permanent separation).
- 6.08 All contributions and deductions pursuant to Article 12 - Health and Welfare Plan, Article 13 - Pension Plan, Article 17 - Education and Training Fund, and Article 18 - Industry Fund shall be remitted together with and in the manner described for Union dues, as set out here in Article 6.
- 6.09 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 Schedule “A” 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 For construction based projections, all work performed on Saturdays, hours in excess of forty-four (44) hours in a work week, or ten (10) hours per day 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 Shift Work and Shift Premium

a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.

b. The Employer will attempt to distribute non-day shifts as evenly as possible among employees who normally perform the work assigned to such shift schedule. However, the Employer will consider the preference of employees who volunteer to work the non-day shifts.

c. Construction-based employees required to work between the hours of 8:00 p.m. and 5:00 a.m. or have a schedule shift where the majority of the hours worked are in that

timeframe will receive one and one-half times (1½) the regular hourly rate for all hours worked during that time.

Service-based employees required to work between the hours of 4:30 p.m. and 7:00 a.m. or have a schedule shift where the majority of the hours worked are in that timeframe will receive one and one-half times (1½) the regular hourly rate for all hours worked during that time.

- 8.06 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.

- 8.07 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.

- 8.08 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 ten and one half percent (10.5%), 3-5 years' service eleven (11%), 5 - 10 years' of service eleven and one half percent (11.5%), 10+ years' service twelve (12%) of an employee's wages representing vacation pay, holiday pay and paid personal emergency days.
- 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, Remembrance Day, Christmas Day and Boxing Day.

10.02 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.

10.03 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.

10.04 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. Separate seniority lists shall be maintained for the job classifications listed below, 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.

- a. Plumber(s)/Pipefitter(s) large projects
- b. Plumber(s)/Pipefitter(s) service / small projects
- c. Refrigeration Mechanics (313-A + Gas Fitter 2)
- d. HVAC Mechanics (313-A + Gas Fitter 1)
- e. Sheet Metal Workers small projects
- f. Sheet Metal Workers small projects/service
- g. Gas Fitters

- h. Labourers
- i. Electricians
- j. Elevator Mechanics

11.02 The Employer will establish eight (8) different and separate job classifications which are as follows:

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

Classification 2 - Refrigeration Mechanic(s)

Classification 3 - HVAC Mechanics

Classification 4 - Sheet Metal Worker(s)

Classification 5 - Gas Fitter(s)

Classification 6 - Labourer(s)

Classification 7 – Electricians

Classification 8 - Elevator Mechanics

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 eight (8) 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 – HVAC Mechanics or Classification 4 – Sheet Metal Worker(s) or Classification 5 – Gas Fitter(s) or Classification 6 – Labourer(s) or Classification 7 – Electrician(s) or Classification 8 – Elevator Mechanic(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;

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- 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 AND WELFARE TRUST FUND

- 12.01 The Union warrants and represents that the Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit programmes for the Plan Members. The Trust Fund is supervised by a board of trustees including employer and union trustees.
- 12.02 The Employer agrees to remit the amount outlined under Schedule "A" for health insurance coverage for each hour worked by each employee covered under this Agreement in accordance with the Remittances to the Union Article 7 and the Union's dues and remittance policy and directive.
- 12.03 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 6 and the Union's dues and remittance policy and directive. The Employer further agrees

to inform the Union of any changes in the above employee information.

12.04 The Trust Fund will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

12.05 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 as provided herein. In the event that the Employer fails to remit according to these articles, this indemnification is inoperable. The Employer's sole obligation pursuant to this article shall be limited to making the payment more particularized herein.

12.06 Ineligibility Due to Age

Whereas coverage under the Benefit Plan ceases for the plan participant because of age, an amount equivalent to the contributions to the Trust Fund, will be paid to that employee and treated as wages. This is the hourly Employer contribution amount outlined in Schedule "A".

ARTICLE 13 - PENSION PLAN

13.01 The CLAC Pension Plan ("the Plan"), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of

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Ontario under #0398594, applies to all employees covered by this Collective Agreement.

- 13.02 Each month, the Employer shall remit to the Remittance Processing Centre (RPC), for each eligible employee, an Employer contribution to the Plan as described in Schedule "A". Employer contributions will vest in accordance with the rules of the Plan.
- 13.03 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in Schedule "A". A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions.
- 13.04 The total amount of all contributions remitted by the Employer on an employee's behalf (Employer and voluntary), shall not exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- 13.05 The Employer will remit all contributions to the RPC within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each. Employer and voluntary contributions will be recorded separately on the remittance.
- 13.06 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the Employer contributions in Article 13.03 will be paid to that employee on each pay cheque. This payment in-lieu of pension

contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.

13.07 The Union acknowledges and agrees that, other than remitting contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

13.08 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

13.09 The Union shall 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 the employee's pay and remitted to the Union's Benefit Administration Office as provided in this Article. The Employer's sole obligation under this Article shall be limited to making the payment as particularized above.

ARTICLE 14 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

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

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- a. There shall be a free travel zone, which is defined as a fifty (50) 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. When an employee is required to travel outside the travel free zone they will be paid mileage both ways, and one way for the time spent traveling outside the travel free zone. While traveling inside the city of Ottawa, but outside of the travel free zone, mileage shall be paid both ways but travel time will not be paid.

***Clarification Note: City of Ottawa shall be defined as the ward boundaries as referenced in Schedule "C", or can be found at the following address: maps.ottawa.ca/geottawa.*

- d. 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.
- e. If an employee's place of residence is within fifty (50) of the job site, the employee shall only receive mileage for all distance travelled past the fifty (50) km radius.
- f. 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 fifty (50) 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 fifty (50) km from the centre point, the calculation for each employee’s pay deduction shall be:

Total distance from home to centre point – 50 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 75 km from centre point.

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

25 km (X) x 2 = 50 (Y)

50 (Y) x \$0.34/km = \$17.00 (M)

\$17.00 (M) x 46 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 it shall install in each of its service vehicles 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 1st of each year, the Employer shall make available to each employee who has completed probation an annual clothing allowance of six hundred and twenty-five dollars

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(\$625.00) for the purpose of purchasing predetermined clothing from a predetermined supplier. New employees that have not completed probation as of January 1st shall be outfitted with pants and shirts at the discretion of the Employer.

On January 1st of each year, the Employer shall make available to each employee who has completed probation an annual boot allowance of two hundred dollars (\$200.00) for the purpose of subsidizing the purchase of safety footwear that complies with relevant legislative standards. New employees that have not completed probation as of January 1st shall receive this subsidy on a pro-rated basis.

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 who has completed one year of service an annual tool allowance of

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eight hundred dollars (\$800.00), which shall not carry forward. This allowance is for new and replacement tools that apply directly to an employee's work assigned by the Employer, which promote efficiency on the job. Replacement of tools is indented for normal wear and tear from use at work assigned by the employer. Refrigeration and HVAC mechanics shall receive an additional two hundred and fifty dollars (\$250.00) tool allowance per year. The tool allowance shall become available each January 1st. New and replacement tool purchases require approval from office personal prior to purchase.

- 16.04 The Employer will provide tools listed in Schedule "B". All other tools required to perform the day-to-day work will be provided by the employee. All required tools as listed in Schedule "B" shall be made available for inspection by the Employer upon their 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 twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement and remit such contributions to the Union in the manner prescribed in Article 6.07.
- 17.02 New employees are expected to participate in, and obtain a valid Working from Heights, WHMIS, and Elevated Working Platform certification. The Union will cover the registration

costs of these safety based training programs, but the employee will not receive their regular rate of pay for the time spent receiving these safety certifications.

- 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 twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union in the manner prescribed in Article 6.07.
- 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 contactor 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 on the first (1st) day of February, two thousand and twenty one (2021), and it shall remain in effect until the thirty-first (31st) day of January, two thousand and twenty four (2024), and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement not more than ninety (90) days before the expiration date of this Agreement, or in any like period in any year thereafter.

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of
OPTIMUM MECHANICAL SOLUTIONS INC.

Per _____ Per _____

Signed on behalf of
CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per _____ Per _____

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Refrigeration Mechanics

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$4.87	\$3.71	\$1.86	\$0.20	\$0.20	\$57.18
01-Feb-21	\$48.27	\$5.07	\$4.10	\$1.86	\$0.20	\$0.20	\$59.70
01-Feb-22	\$48.85	\$5.13	\$4.40	\$1.86	\$0.20	\$0.20	\$60.64
01-Feb-23	\$49.51	\$5.13	\$4.58	\$1.86	\$0.20	\$0.20	\$61.48
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.10	\$3.94	\$1.86	\$0.20	\$0.20	\$57.65
01-Feb-21	\$48.27	\$5.31	\$4.34	\$1.86	\$0.20	\$0.20	\$60.19
01-Feb-22	\$48.85	\$5.37	\$4.64	\$1.86	\$0.20	\$0.20	\$61.13
01-Feb-23	\$49.51	\$5.45	\$4.83	\$1.86	\$0.20	\$0.20	\$62.04
5 - 10 Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.33	\$4.17	\$1.86	\$0.20	\$0.20	\$58.11
01-Feb-21	\$48.27	\$5.55	\$4.59	\$1.86	\$0.20	\$0.20	\$60.67
01-Feb-22	\$48.85	\$5.62	\$4.89	\$1.86	\$0.20	\$0.20	\$61.61
01-Feb-23	\$49.51	\$5.69	\$5.07	\$1.86	\$0.20	\$0.20	\$62.54
10+ Years of Service							
	Rate	V.P (12%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.56	\$4.40	\$1.86	\$0.20	\$0.20	\$58.58
01-Feb-21	\$48.27	\$5.79	\$4.83	\$1.86	\$0.20	\$0.20	\$61.15
01-Feb-22	\$48.85	\$5.86	\$5.13	\$1.86	\$0.20	\$0.20	\$62.10
01-Feb-23	\$49.51	\$5.94	\$5.32	\$1.86	\$0.20	\$0.20	\$63.03

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Apprentices shall be paid the following minimum rate:

1st period not less than 40% of the Journeyman rate

2nd period not less than 50% of the Journeyman rate

3rd period not less than 60% of the Journeyman rate

4th period not less than 70% of the Journeyman rate

5th period not less than 80% of the Journeyman rate

OPTIMUM MECHANICAL SOLUTIONS INC.**COLLECTIVE AGREEMENT: February 1, 2021 – January 31, 2024****HVAC Mechanics**

An HVAC Mechanic is defined as an employee who has their 313A license and Gas Fitter 1 certificate. Apprentices with their Gas Fitter 1 license and working toward their 313A will fall under the HVAC Mechanic Classification.

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$4.87	\$3.71	\$1.86	\$0.20	\$0.20	\$57.18
01-Feb-21	\$49.73	\$5.22	\$4.23	\$1.86	\$0.20	\$0.20	\$61.44
01-Feb-22	\$50.88	\$5.34	\$4.58	\$1.86	\$0.20	\$0.20	\$63.06
01-Feb-23	\$52.12	\$5.47	\$4.82	\$1.86	\$0.20	\$0.20	\$64.67
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.10	\$3.94	\$1.86	\$0.20	\$0.20	\$57.65
01-Feb-21	\$49.73	\$5.47	\$4.48	\$1.86	\$0.20	\$0.20	\$61.94
01-Feb-22	\$50.88	\$5.60	\$4.83	\$1.86	\$0.20	\$0.20	\$63.57
01-Feb-23	\$52.12	\$5.73	\$5.08	\$1.86	\$0.20	\$0.20	\$65.19
5 - 10 Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.33	\$4.17	\$1.86	\$0.20	\$0.20	\$58.11
01-Feb-21	\$49.73	\$5.72	\$4.72	\$1.86	\$0.20	\$0.20	\$62.44
01-Feb-22	\$50.88	\$5.85	\$5.09	\$1.86	\$0.20	\$0.20	\$64.08
01-Feb-23	\$52.12	\$5.99	\$5.34	\$1.86	\$0.20	\$0.20	\$65.71
10+ Years of Service							
	Rate	V.P (12%)	Pension	Benefits	E&A	IF	Total
Current	\$46.35	\$5.56	\$4.40	\$1.86	\$0.20	\$0.20	\$58.58
01-Feb-21	\$49.73	\$5.97	\$4.97	\$1.86	\$0.20	\$0.20	\$62.93
01-Feb-22	\$50.88	\$6.11	\$5.34	\$1.86	\$0.20	\$0.20	\$64.59
01-Feb-23	\$52.12	\$6.25	\$5.60	\$1.86	\$0.20	\$0.20	\$66.23

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Apprentices shall be paid the following minimum rate:

1st period not less than 40% of the Journeyman rate

2nd period not less than 50% of the Journeyman rate

3rd period not less than 60% of the Journeyman rate

4th period not less than 70% of the Journeyman rate

5th period not less than 80% of the Journeyman rate

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Plumbers / Sheet Metal Workers / Welders

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$44.13	\$4.63	\$3.53	\$1.86	\$0.20	\$0.20	\$54.55
01-Feb-21	\$44.66	\$4.69	\$3.80	\$1.86	\$0.20	\$0.20	\$55.40
01-Feb-22	\$45.20	\$4.75	\$4.07	\$1.86	\$0.20	\$0.20	\$56.27
01-Feb-23	\$45.81	\$4.81	\$4.24	\$1.86	\$0.20	\$0.20	\$57.11
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$44.13	\$4.85	\$3.75	\$1.86	\$0.20	\$0.20	\$55.00
01-Feb-21	\$44.66	\$4.91	\$4.02	\$1.86	\$0.20	\$0.20	\$55.85
01-Feb-22	\$45.20	\$4.97	\$4.29	\$1.86	\$0.20	\$0.20	\$56.72
01-Feb-23	\$45.81	\$5.04	\$4.47	\$1.86	\$0.20	\$0.20	\$57.57
5 - 10 Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$44.13	\$5.07	\$3.97	\$1.86	\$0.20	\$0.20	\$55.44
01-Feb-21	\$44.66	\$5.14	\$4.24	\$1.86	\$0.20	\$0.20	\$56.30
01-Feb-22	\$45.20	\$5.20	\$4.52	\$1.86	\$0.20	\$0.20	\$57.17
01-Feb-23	\$45.81	\$5.27	\$4.70	\$1.86	\$0.20	\$0.20	\$58.03
10+ Years of Service							
	Rate	V.P (12%)	Pension	Benefits	E&A	IF	Total
Current	\$44.13	\$5.30	\$4.19	\$1.86	\$0.20	\$0.20	\$55.88
01-Feb-21	\$44.66	\$5.36	\$4.47	\$1.86	\$0.20	\$0.20	\$56.74
01-Feb-22	\$45.20	\$5.42	\$4.75	\$1.86	\$0.20	\$0.20	\$57.62
01-Feb-23	\$45.81	\$5.50	\$4.92	\$1.86	\$0.20	\$0.20	\$58.49

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

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Electricians

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$47.02	\$4.94	\$3.76	\$1.86	\$0.20	\$0.20	\$57.98
01-Feb-21	\$47.58	\$5.00	\$4.04	\$1.86	\$0.20	\$0.20	\$58.89
01-Feb-22	\$48.16	\$5.06	\$4.33	\$1.86	\$0.20	\$0.20	\$59.81
01-Feb-23	\$48.81	\$5.12	\$4.51	\$1.86	\$0.20	\$0.20	\$60.70
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$47.02	\$5.17	\$4.00	\$1.86	\$0.20	\$0.20	\$58.45
01-Feb-21	\$47.58	\$5.23	\$4.28	\$1.86	\$0.20	\$0.20	\$59.36
01-Feb-22	\$48.16	\$5.30	\$4.57	\$1.86	\$0.20	\$0.20	\$60.29
01-Feb-23	\$48.81	\$5.37	\$4.76	\$1.86	\$0.20	\$0.20	\$61.19
5 - 10 Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$47.02	\$5.41	\$4.23	\$1.86	\$0.20	\$0.20	\$58.92
01-Feb-21	\$47.58	\$5.47	\$4.52	\$1.86	\$0.20	\$0.20	\$59.84
01-Feb-22	\$48.16	\$5.54	\$4.82	\$1.86	\$0.20	\$0.20	\$60.77
01-Feb-23	\$48.81	\$5.61	\$5.00	\$1.86	\$0.20	\$0.20	\$61.68
10+ Years of Service							
	Rate	V.P (12%)	Pension	Benefits	E&A	IF	Total
Current	\$47.02	\$5.64	\$4.47	\$1.86	\$0.20	\$0.20	\$59.39
01-Feb-21	\$47.58	\$5.71	\$4.76	\$1.86	\$0.20	\$0.20	\$60.31
01-Feb-22	\$48.16	\$5.78	\$5.06	\$1.86	\$0.20	\$0.20	\$61.25
01-Feb-23	\$48.81	\$5.86	\$5.25	\$1.86	\$0.20	\$0.20	\$62.17

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

OPTIMUM MECHANICAL SOLUTIONS INC.
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Elevator Mechanics

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$54.90	\$5.76	\$4.39	\$1.86	\$0.20	\$0.20	\$67.32
01-Feb-21	\$55.56	\$5.83	\$4.72	\$1.86	\$0.20	\$0.20	\$68.37
01-Feb-22	\$56.23	\$5.90	\$5.06	\$1.86	\$0.20	\$0.20	\$69.45
01-Feb-23	\$56.98	\$5.98	\$5.27	\$1.86	\$0.20	\$0.20	\$70.50
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$54.90	\$6.04	\$4.67	\$1.86	\$0.20	\$0.20	\$67.87
01-Feb-21	\$55.56	\$6.11	\$5.00	\$1.86	\$0.20	\$0.20	\$68.93
01-Feb-22	\$56.23	\$6.18	\$5.34	\$1.86	\$0.20	\$0.20	\$70.01
01-Feb-23	\$56.98	\$6.27	\$5.56	\$1.86	\$0.20	\$0.20	\$71.07
5 - 10 Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$54.90	\$6.31	\$4.94	\$1.86	\$0.20	\$0.20	\$68.41
01-Feb-21	\$55.56	\$6.39	\$5.28	\$1.86	\$0.20	\$0.20	\$69.49
01-Feb-22	\$56.23	\$6.47	\$5.62	\$1.86	\$0.20	\$0.20	\$70.57
01-Feb-23	\$56.98	\$6.55	\$5.84	\$1.86	\$0.20	\$0.20	\$71.64
10+ Years of Service							
	Rate	V.P (12%)	Pension	Benefits	E&A	IF	Total
Current	\$54.90	\$6.59	\$5.22	\$1.86	\$0.20	\$0.20	\$68.96
01-Feb-21	\$55.56	\$6.67	\$5.56	\$1.86	\$0.20	\$0.20	\$70.04
01-Feb-22	\$56.23	\$6.75	\$5.90	\$1.86	\$0.20	\$0.20	\$71.14
01-Feb-23	\$56.98	\$6.84	\$6.13	\$1.86	\$0.20	\$0.20	\$72.21

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

OPTIMUM MECHANICAL SOLUTIONS INC.
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Gas Fitter Tech 1

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$25.22	\$2.65	\$2.02	\$1.86	\$0.20	\$0.20	\$32.15
01-Feb-21	\$25.52	\$2.68	\$2.17	\$1.86	\$0.20	\$0.20	\$32.63
01-Feb-22	\$25.83	\$2.71	\$2.32	\$1.86	\$0.20	\$0.20	\$33.13
01-Feb-23	\$26.18	\$2.75	\$2.42	\$1.86	\$0.20	\$0.20	\$33.61
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$25.22	\$2.77	\$2.14	\$1.86	\$0.20	\$0.20	\$32.40
01-Feb-21	\$25.52	\$2.81	\$2.30	\$1.86	\$0.20	\$0.20	\$32.89
01-Feb-22	\$25.83	\$2.84	\$2.45	\$1.86	\$0.20	\$0.20	\$33.38
01-Feb-23	\$26.18	\$2.88	\$2.55	\$1.86	\$0.20	\$0.20	\$33.87
5+ Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$25.22	\$2.90	\$2.27	\$1.86	\$0.20	\$0.20	\$32.65
01-Feb-21	\$25.52	\$2.94	\$2.42	\$1.86	\$0.20	\$0.20	\$33.14
01-Feb-22	\$25.83	\$2.97	\$2.58	\$1.86	\$0.20	\$0.20	\$33.64
01-Feb-23	\$26.18	\$3.01	\$2.68	\$1.86	\$0.20	\$0.20	\$34.13

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

OPTIMUM MECHANICAL SOLUTIONS INC.
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Gas Fitter Tech 2

0 - 3 Years of Service							
	Rate	V.P (10.5%)	Pension	Benefits	E&A	IF	Total
Current	\$21.17	\$2.22	\$1.69	\$1.86	\$0.20	\$0.20	\$27.35
01-Feb-21	\$21.42	\$2.25	\$1.82	\$1.86	\$0.20	\$0.20	\$27.75
01-Feb-22	\$21.68	\$2.28	\$1.95	\$1.86	\$0.20	\$0.20	\$28.17
01-Feb-23	\$21.97	\$2.31	\$2.03	\$1.86	\$0.20	\$0.20	\$28.57
3 - 5 Years of Service							
	Rate	V.P (11%)	Pension	Benefits	E&A	IF	Total
Current	\$21.17	\$2.33	\$1.80	\$1.86	\$0.20	\$0.20	\$27.56
01-Feb-21	\$21.42	\$2.36	\$1.93	\$1.86	\$0.20	\$0.20	\$27.97
01-Feb-22	\$21.68	\$2.38	\$2.06	\$1.86	\$0.20	\$0.20	\$28.39
01-Feb-23	\$21.97	\$2.42	\$2.14	\$1.86	\$0.20	\$0.20	\$28.79
5+ Years of Service							
	Rate	V.P (11.5%)	Pension	Benefits	E&A	IF	Total
Current	\$21.17	\$2.43	\$1.91	\$1.86	\$0.20	\$0.20	\$27.77
01-Feb-21	\$21.42	\$2.46	\$2.04	\$1.86	\$0.20	\$0.20	\$28.18
01-Feb-22	\$21.68	\$2.49	\$2.17	\$1.86	\$0.20	\$0.20	\$28.60
01-Feb-23	\$21.97	\$2.53	\$2.25	\$1.86	\$0.20	\$0.20	\$29.01

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

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Labourers

0 - 2 Years of Service							
	Rate	V.P (10.5%)	Pension (6%)	Benefits	E&A	IF	Total
Current	\$17.65	\$1.85	\$1.06	\$1.86	\$0.20	\$0.20	\$22.82
01-Feb-21	\$17.93	\$1.88	\$1.08	\$1.86	\$0.20	\$0.20	\$23.15
01-Feb-22	\$18.22	\$1.91	\$1.09	\$1.86	\$0.20	\$0.20	\$23.49
01-Feb-23	\$18.51	\$1.94	\$1.11	\$1.86	\$0.20	\$0.20	\$23.83
2+ Years of Service							
	Rate	V.P (10.5%)	Pension (6.5%)	Benefits	E&A	IF	Total
01-Feb-21	\$24.31	\$2.55	\$1.58	\$1.86	\$0.20	\$0.20	\$30.70
01-Feb-22	\$24.70	\$2.59	\$1.61	\$1.86	\$0.20	\$0.20	\$31.16
01-Feb-23	\$25.09	\$2.63	\$1.63	\$1.86	\$0.20	\$0.20	\$31.62

Apprentices shall be paid the following minimum rate:

- 1st period not less than 40% of the Journeyman rate
- 2nd period not less than 50% of the Journeyman rate
- 3rd period not less than 60% of the Journeyman rate
- 4th period not less than 70% of the Journeyman rate
- 5th period not less than 80% of the Journeyman rate

Notes:

1. Annual raises shall come into effect the first (1st) pay cycle after January 31st of each year of this Agreement.
2. An employee who is appointed as Lead Hand will receive two dollar and fifty cents (\$2.50) per hour in addition to his regular hourly rate. A Construction Lead Hand is defined as an employee that is responsible for two or more of the following: delegation, email correspondence outside project hours, updating management on jobsite progress, monitoring job site progression, responsibility for a job site when the Working Foreman is not present, updating the Working Foreman. If no Project Manager is assigned to any given project, a Lead Hand must be appointed.
3. An employee who is appointed as Working Foreman will receive four dollars (\$4.00) per hour in addition to his regular hourly rate. A Working Foreman is defined as an employee that may be responsible for a total three (3) to five (5) employees on one (1) or more jobsites, as well as two or more of the following: coordination of material, communication with General Contractors and sub-trades, scheduling sub-trades, manpower management, delegation, email correspondence, scheduling inspections, signing off on inspections, engineering requirements, communication with management.
4. An employee who is appointed as Senior Foreman will receive five dollars and fifty cents (\$5.50) per hour in

addition to his regular hourly rate. A Senior Foreman is defined as an employee that is responsible for a total five (5) or more employees on one (1) or more jobsites, as well as two or more of the following: coordination of material, communication with General Contractors and sub-trades, scheduling sub-trades, manpower management, delegation, email correspondence, scheduling inspections, signing off on inspections, engineering requirements, tool and equipment security, communication with management, attendance at jobsite meetings.

5. It is understood that any employee no longer responsible for the tasks listed in the senior foreman, working foreman or lead hand definition shall revert to their regular rate of pay.
6. If an employee is unsuccessful in passing their red-seal exam, after their second attempt, their hourly rate shall be no less than eighty-five percent (85%) of the Journeyperson rate.
7. A journeyman or indentured apprentice that maintains a gas fitter technician certificate or dual certification and is assigned that work will receive an hourly premium as follows:
 - Gas Fitter 1: \$2.25
 - Gas Fitter 2: \$1.35

It is understood that any employee no longer responsible for gas fitting shall revert to their regular rate of pay.

Journeyman Refrigeration Mechanics that possess a Gas Fitter 2 at the time of ratification, shall be given twenty-four (24) months to successfully obtain their Gas Fitter 1 licence. Apprentice Refrigeration Mechanics have twelve (12) months to successfully obtain their Gas Fitter 1 after successfully passing their Certificate of Qualification. Unless in the case of extenuating circumstances permission from Management may be granted

This premium does not apply to Refrigeration Mechanics or HVAC Mechanics.

SCHEDULE "B"

TOOL LISTS

Optimum will provide tools listed below, all other tools required to perform the day-to-day work will be provided by the employee.

Construction Plumbers

- SDS Hammer drill
- 1/4" impact driver
- Bandsaw
- Battery Charger
- 2 Batteries

Service Plumbers

- SDS Hammer drill
- 1/4" impact driver
- Bandsaw
- Battery Charger
- 2 batteries
- Shop Vacuum
- Small Cable machine
- 50' hose
- 100' extension cord
- Shovel
- Drop Clothes
- Toilet auger and plunger
- Sheet Metal
- SDS Hammer drill
- ¼" impact driver
- Drill
- Grinder
- Battery Charger
- 2 Batteries

Sheet Metal Shop

- Tools will be provided

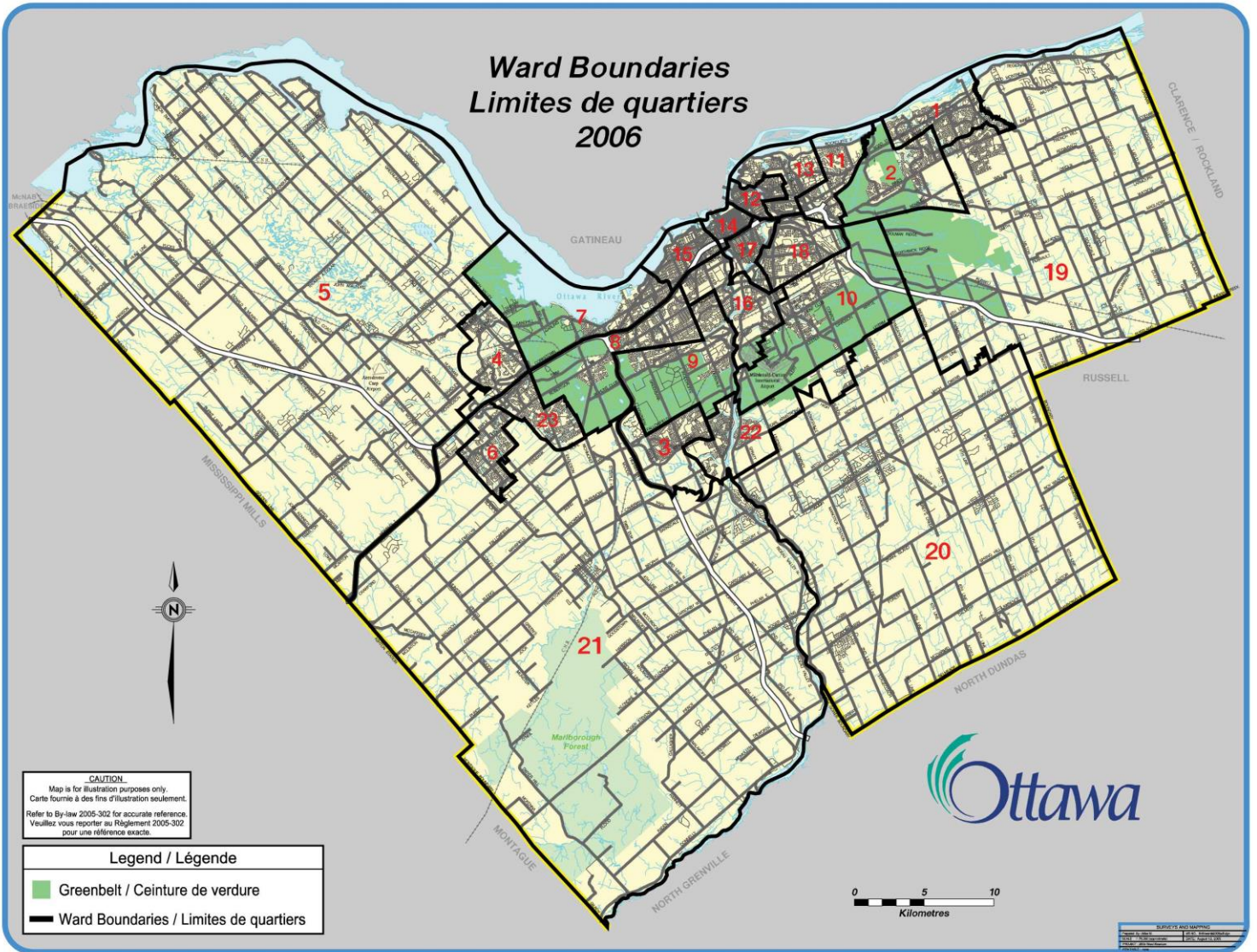
HVAC Construction (Licensed)

- SDS Hammer drill
- ¼" Impact
- Drill
- Bandsaw
- Charger
- 2 Batteries

HVAC Service

- Reclaimer
- Combustion Analyzer
- ¼" Impact
- Charger
- 2 Batteries

SCHEDULE "C"
WARD BOUNDARIES



LETTER OF UNDERSTANDING #1

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

**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 Schedule “A”. 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

OPTIMUM MECHANICAL SOLUTIONS INC.

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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 UNDERSTANDING #2

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

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 UNDERSTANDING #3

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

TEMPORARY PROJECT WORK HIRING GUIDELINES

The Employer 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 Schedule "A".
- 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.

LETTER OF UNDERSTANDING #4

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

Whereas the Union recognizes the industry engagement on behalf of contractors undertaken by the Progressive Contractors Association (PCA);

Now therefore, the parties hereby amend the Collective Agreement between them in order to redirect a portion of the Employer's obligations to the Union's Construction Industry Development & Promotion Fund, (hereinafter the "Industry Fund"), as follows:

1. No adjustment to the Industry Fund remittance amount may be made unless this letter is executed and its terms are met.
2. Upon written demonstration to the Union that the contractor has become a member of the (PCA), and provided the contractor remains in good standing with the PCA, the Union will permit a reduction of ten cents (\$0.10) per hour to the Industry Fund remittance and re-direction of that same amount to the offices of PCA.
3. This Letter shall be effective upon ratification of this Collective Agreement. This Letter remains in effect while the Contractor

OPTIMUM MECHANICAL SOLUTIONS INC.

COLLECTIVE AGREEMENT: February 1, 2021 – January 31, 2024

remits its PCA dues. Where the contractor ceases to remit its PCA dues, this Letter is deemed null and void immediately; the amendment to the Industry Fund ceases and the full remittance is due to the union effective the first day in the prior remittance period.

The contractor's execution of this Letter is sufficient authorization for PCA to provide verification to the Union upon its request that the contractor is and remains a member in good standing of PCA.

LETTER OF UNDERSTANDING #5

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

EXPANSION AND FUTURE BUSINESS ACQUISITIONS

Whereas the Union recognizes the Employers desire to possibly expand business elsewhere in the province of Ontario in the future;
and,

Whereas the Union and the Employer agree that wage rates must be mutually agreed upon and appropriate to the respective geographic area;

Now therefore, the Parties agree to the following:

1. If and when the Employer does acquire a new business or expand their current business and establish additional office(s) or fabrication facilities beyond the borders of the City of Ottawa, the Union and Employer shall meet to negotiate wages and a compensation package for all affected employees, including existing employees of any new business that it acquires.
2. When an employee is dispatched, they shall be paid according to the pay schedule from the office or location from which they are dispatched.
3. This Letter shall be effective upon ratification of this Collective Agreement.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between
OPTIMUM MECHANICAL SOLUTIONS INC.

and
CHRISTIAN LABOUR ASSOCIATION OF CANADA

The parties agree to abide by the five (5) Letters of Understanding contained herein.

DATED at _____, ON, this ____ day of _____, 20__

Signed on behalf of
OPTIMUM MECHANICAL SOLUTIONS INC.

Per _____ Per _____

Signed on behalf of
CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per _____ Per _____

OTTAWA MEMBER CENTRE

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Ottawa, ON K2E 7V2
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TF: 888-279-2522
F: 613-238-9255
ottawa@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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