



COLLECTIVE AGREEMENT

BETWEEN

HANDY BROS. CLIMATE CARE INC.

AND

CONSTRUCTION WORKERS, LOCAL 53

AFFILIATED WITH THE

CHRISTIAN LABOUR ASSOCIATION OF CANADA

Duration: April 1, 2014 to March 31, 2017

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COLLECTIVE AGREEMENT

between

Handy Bros. Climate Care Inc.
(hereinafter referred to as “the Employer”)

and

Construction Workers Local 53, CLAC
(hereinafter referred to as “the Union”)

April 1, 2014 to March 31, 2017

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective responsibilities, rights and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c. to establish an orderly system for the promotion, demotion, transfer, layoff and recall of employees;
 - d. to establish a just and equitable procedure for the disposition of grievances;
 - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 It is agreed that the omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as described in Article 2.02, and/or as classified in Schedule "A" attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as described in the Certificate issued by the Ontario Labour Relations Board dated June 3, 1968, that is, all employees of Handy Bros. Limited engaged in its sheet metal operations employed at or working out of Blenheim, save and except foremen, persons above the rank of foreman and office staff.
- 2.03 Except in cases of emergency, non-working foremen, supervisors and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 2.04 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 the mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by the mutual agreement in writing of the parties.
- 2.05 The Employer agrees that the Construction Workers Local 53, affiliated with the Christian Labour Association of Canada and its duly appointed representatives are authorized to act on behalf of the Union for the purposes of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a. to manage the enterprise including the scheduling of work and the control of materials provided this is done in a manner which is consistent with the purpose and terms of this Agreement;
 - b. to maintain order, discipline and efficiency and to make, alter and amend rules of conduct and procedure for employees provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
 - c. to hire, direct, transfer, promote, lay off, suspend and discharge provided that such actions are consistent with the purpose and terms of the Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the grievance procedure in Article 19.

- 2.07 The Employer may subcontract work where:
- a. it does not possess the necessary facilities or equipment;
 - b. it does not have and/or cannot acquire the required manpower;
 - c. it cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

Work normally performed by members of the bargaining unit will not be subcontracted if employees qualified to do the work are on layoff or if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the subcontracting of work.

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 has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement including the processing of grievances.
 - b. CLAC representatives are also representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employee's collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a collective agreement with the Employer, whenever this takes place during the regular working hours of the Stewards.
- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC representative may attend such meetings if that is requested by an employee or by the Employer.

- 3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 CLAC representatives shall have the right to periodically visit job sites.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement or while negotiations for a further 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 AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will endeavour to notify the Union of manpower requirements. The Union shall provide a list of manpower available. The Employer, at its sole discretion, may hire employees listed or from other sources.
- 5.02 The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of beginning of employment.
- 5.04 Probationary employees are covered by the Agreement.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. New employees will be referred by the Employer to a Steward or a CLAC representative in order to give such Steward or CLAC representative an opportunity to describe the Union's purposes and representation policies to such new employees. The Employer shall notify the regional office of the CLAC of the name and address of every new employee on the date that he is hired.

- 5.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

ARTICLE 6 - UNION DUES

- 6.01
- a. The Employer shall deduct from each employee, from the commencement of employment, the amount equal to Union Dues as set by the CLAC National Convention and outlined in the Union's Dues Directive.
 - b. The Employer is also authorized to deduct any Administrative Dues owing by an employee.
 - c. The total amount(s) deducted on behalf of the Union will be turned over by the Employer to the Union each month by the fifteenth (15th) of the month following the month in which the deduction is made, together with an itemized list of the employees for whom the deduction are made and the amount turned over for each.
- 6.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications areas set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 The Employer agrees to pay three (3) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control. In cases of inclement weather conditions, the employee shall be obligated to call the Employer to ascertain whether or not he shall report for work.
- 7.04 If the Employer bids on a job, the specifications of which call for the employment of some local labour or the paying of prevailing rates of pay or both, representatives of the owner of the project, of the Employer and of the Union shall meet to make a decision in regard to the employment of such labour or in regard to the rates to be paid or both.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The regular work week shall consist of eight (8) hours per day, five (5) days per week, Monday to Friday inclusive.
- 8.02
- a. Employees who are required to perform work in excess of nine and one-half (9 ½) hours per day shall be paid at the rate of one and one-half (1 ½) times the regular rate. In special cases, where an employee is required to work on an out-of-town job or by mutual agreement between Employer and employee, the threshold shall be ten (10) hours per day.
 - b. Employees who perform work in excess of forty-four (44) hours per week, Sunday through Saturday, shall be paid at the rate of one and one-half (1 ½) times the regular rate.
 - c. Employees who have gone home for the day and have been called in after the eight (8) hour work day (or ten (10) hour work day, in special cases where an employee is required to work longer days on an out-of-town project or by mutual agreement between Employer and employee) shall be paid at the rate of one and one-half (1 ½) times the regular rate.
- 8.03 Employees who are required to work on Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for such hours irrespective of weekly hours.
- 8.04 There shall be no regular work done on Sunday. If extraordinary circumstances necessitate work on Sunday and only if agreed upon by the Employer and the Union, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours including all travel time.
- 8.05 On-Call Premium – Employees required to be “on-call” for the weekend shall be paid a lump sum premium of seventy-five (\$75) dollars.

ARTICLE 9 - VACATION PAY

- 9.01
- a. Employees who have completed less than one (1) year of service with the Employer shall receive two (2) weeks vacation with pay equal to four percent (4%) of their annual gross earnings.
 - b. Employees who have completed one (1) year of service with the Employer shall receive three (3) weeks vacation with pay equal to six percent (6%) of their annual gross earnings.

- c. Employees who have completed ten (10) years of service with the Employer shall receive four (4) weeks vacation with pay equal to eight percent (8%) of their annual gross earnings.
- d. The Employer shall make all statutory deductions on vacation pay as it accrues for each pay period so that no further deductions are required when an employee draws upon his vacation pay. Vacation pay shall be paid out at the time vacation is taken. At no time shall an employee receive more vacation pay than has been earned at the time vacation is taken.

9.02 The vacation year is January 1 to December 31 of each year.

9.03 Employees qualifying for more than two (2) weeks vacation will be restricted to two (2) weeks during the summer vacation period. However, after August 15, there will be no limit on the number of weeks of vacation taken.

9.04 The Employer will endeavour to grant vacations at the times requested, in the vacation seasons or periods, considering business requirements.

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay holiday pay equal to eight (8) hours at the employee's regular hourly rate for the following ten (10) holidays:

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

10.02 If an employee is required to work on one of the holidays mentioned under Article 10.01, he shall be paid at the rate of two (2) times the regular rate of pay in addition to his holiday pay.

10.03 Should any of the holidays mentioned under Article 10.01 fall during the vacation period of an employee, he shall be paid for such holiday at the regular rate in addition to his vacation pay.

10.04 For an employee to be eligible to receive holiday pay for a day outlined in Article 10.01 above, the employee must have worked or was available to work both the regularly scheduled shift immediately preceding and following the holiday. Any employee who is absent with the permission of the Employer shall receive pay as aforesaid for such holiday, except in the case of extended leaves of absence.

Probationary employees shall receive Holiday Pay as per the *Employment Standards Act, 2000*.

- 10.05 These holidays shall not be considered as time worked for the purpose of calculating overtime.

ARTICLE 11 - SENIORITY AND LAYOFFS

- 11.01 Seniority is defined as length of service with the Employer. Seniority of employees shall be recognized within their respective trade and job classifications. New employees shall be placed on the seniority list at the end of a three (3) month trial period and their respective seniority shall be dated back to the date of beginning of employment.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for any employee who:
- a. voluntarily quits the employ of the Employer;
 - b. is discharged and such discharge is not reversed through the grievance procedure;
 - c. is laid off for a continuous period of more than six (6) consecutive months.
- 11.04 In case of layoffs the Employer will give such recognition to the seniority standings of the employee as the continued proper performance of his work will permit. Ability to perform available work being relatively equal, the rule shall prevail that the employee having most seniority shall be laid off last and recalled first.

Note: Regarding slow periods – In slow period, the Employer give preferential scheduling of work to more senior employees and makes preparation to layoff less senior employees in a more timely fashion.

- 11.05 The Employer shall give five (5) days notice of the need for a layoff to the Union and will meet with the Union and the Steward(s) immediately after the giving of such notice to review the situation.
- 11.06 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure hereinafter set forth within five (5) workdays after the layoff took place.

- 11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled or make definite arrangements with the Employer to return.

ARTICLE 12 - HEALTH AND ACCIDENT-SICKNESS INSURANCE

- 12.01 In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to contribute one hundred percent (100%) of the premium cost of the following benefits as outlined in Prudential Plan #GYO331 for all employees who have completed their probationary period:
- a. \$20,000.00 Life Insurance per employee;
 - b. \$20,000.00 Accidental Death and Dismemberment per employee;
 - c. Medium Term Disability Insurance with sixty-six and two thirds percent (66 2/3%) of earnings, maximum of \$3,000.00 per month per employee, payable after one hundred and nineteen (119) days for five (5) years (Benefit is non-taxable); The premium for this coverage shall be paid by employees. The Employer shall reimburse employees equal to the premium cost of this benefit coverage.
 - d. Prescription Drug Plan – 100% reimbursement for prescription drugs for employee and employee’s family. Despite the above, the employee is responsible to pay the full cost of the dispensing fee for the prescription;
 - e. Extended Health coverage for employee and family, including:
 - i. Vision Care Plan paying a maximum of \$300.00 every two (2) years;
 - ii. Dental coverage at 80/20 co-insurance with no deductible at the ever current O.D.A. schedule and 6 month child recall and 12 month adult recall;
 - iii. Paramedical Coverage (see Benefit Summary) with a \$500/year maximum benefit for each.
 - f. Semi-private Hospital Coverage with no deductible for employee and family.
- 12.02 In the event of any interruption of work for any reason, other than sickness, accident or layoff, the Employer agrees to continue to pay the premium of all insurances for a period of one (1) month.
- 12.03 In the event of sickness, accident or layoff, the Employer agrees to continue to pay the premium of all insurances for an additional three (3) months for all employees with at least one (1) year of seniority.

ARTICLE 13 - TRANSPORTATION AND TRAVEL TIME

- 13.01 If an employee's car is used for approved company purposes, the owner shall be paid forty-five (\$0.45) cents per kilometre for such use if the job is more than ten (10 km) kilometres from the town limits of the Town of Blenheim. However, the Employer need only pay twenty-five (\$0.25) cents per kilometre if the employee chooses to use his own personal vehicle instead of a work vehicle provided.
- 13.02 Employees shall be obligated to travel together as much as possible to eliminate unnecessary car usage.
- 13.03 Employees shall be paid travel time, one (1) way, at the regular rate of pay, from the Employer's shop to any job that is more than ten (10 km) kilometres from the town limits of the Town of Blenheim. Such times shall be excluded from daily working hours for the purpose of calculating overtime.

ARTICLE 14 - TOOLS

- 14.01 The Employer agrees to supply the employees with the tools needed in their duties.
- 14.02 The Employer shall furnish all power tools and equipment. Employees shall be held responsible for the tools and equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe place for storage.
- 14.03 The Employer shall replace worn or broken tools on an exchange basis. The employee is responsible for the replacement cost of a tool that is lost or breaks as a result of abuse.

ARTICLE 15 - PROTECTIVE EQUIPMENT

- 15.01 The employees shall wear safety hats and other protective equipment, if required in their duties, purchased at the expense of the Employer.
- 15.02 All protective equipment shall remain the property of the Employer.
- 15.03 Employees with at least one (1) year of seniority shall be eligible to receive seventy-five (75%) percent reimbursement from the Employer to the maximum of one hundred and fifty (\$150) dollars toward the purchase of safety footwear within a twelve month period. For clarification, this reimbursement is not limited to the purchase of only one pair of footwear.

- 15.04 Each employee will pay fifty percent (50%) of the Employer's cost of uniforms. Uniform purchases will be arranged through Mark's Work Warehouse or an equivalent supplier with the cost to be billed directly to the Employer. Each employee will promptly reimburse his share of the cost to the Employer. The Employer will provide an itemized cost at the time of deduction from the employee's pay cheque.

ARTICLE 16 - REST PERIODS

- 16.01 There shall be two (2) rest periods with pay of ten (10) minutes duration each, daily, one (1) in the morning and one (1) in the afternoon.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of three (3) months:
- a. marriage;
 - b. sickness;
 - c. death in the immediate family;
 - d. union activity other than this establishment;
 - e. for other reasons with the consent of the Employer.
- 17.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extensions is justified.
- 17.03 The immediate family in this Article shall mean: mother, father, mother-in-law, father-in-law, brother, sister, wife, children, grandparents and grandchildren of the employee.
- 17.04
- a. When an employee is bereaved of a member of his immediate family, the employee shall be granted a maximum of three (3) workdays' paid leave of absence to arrange for and attend the funeral, the leave of absence to be taken between the day proceeding the day of death and the day after the funeral.
 - b. If the bereaved employee does not attend the funeral, he shall be granted a one (1) workday paid leave of absence.

- 17.05 If an employee must serve jury duty, the Employer agrees to reimburse him for fifty percent (50%) of all time lost to a maximum of ten (10) working days per calendar year. The employee must procure a signed document from the court clerk, stating the days in attendance and the amount of payment received from the court. The Employer shall be obligated to pay the difference only.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 The parties to this Agreement recognize the Stewards and the CLAC representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- 18.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 18.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 18.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party to arbitration under Article 20, bypassing Step 1 and Step 2. Such policy grievance shall be signed by a Steward or a CLAC representative or, in the case of an Employer's policy grievance, by the Employer or his representative.
- 18.05 **Step 1** - Any employee having a grievance will, accompanied by a Steward or a CLAC representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.
- 18.06 **Step 2** - If the grievance is not settled under Step 1, a Union representative may, within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The

Employer shall notify the grievor and the Union representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 19 - ARBITRATION

- 19.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.
- 19.03 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a chairman. If they are unable to agree upon a chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial chairman.
- 19.04 No person may be appointed as chairman who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairman of the arbitration board governs.
- 19.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 19.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and, if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 20.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 19.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 19 and Article 20 where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at hourly rates times normal working hours, day rates times normal working days, or average earnings less any monies earned or by any other arrangements which is just and equitable in the opinion of the arbitration board.

- 19.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 19.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairman of the arbitration board.
- 19.12 By mutual agreement, the parties may appoint a single arbitrator who will be invested with the same powers as the board of arbitration mentioned above.
- 19.13 Notwithstanding the arbitration procedure outlined above, a grievance may, at any time, be referred to the Ontario Labour Relations Board for arbitration under the provisions of *The Labour Relations Act*.

ARTICLE 20 - WARNING, SUSPENSION AND DISCHARGE

- 20.01 When the conduct or performance of an employee warrants a warning, such a warning may be either verbal or written. A copy of all written warnings shall be forwarded to the office of the Union at the time they are issued to the employee(s) concerned.
- 20.02 An employee may be suspended or discharged for alleged proper cause by the Employer. Such employee shall have the right to use the grievance procedure outlined in this Agreement.
- 20.03 An employee shall not be subject to suspension or discharge for alleged poor performance or workmanship without having received at least one (1) written warning, a copy of which shall be forwarded to the Union at the time it is issued to the employee concerned.

ARTICLE 21 - PENSION

- 21.01 The pension plan described in this Article applies to all employees covered by this Collective Agreement.
- 21.02 All employees who have completed probation will participate in the Union Pension Plan.

The Employer shall make contributions equal to eight (8%) percent of covered wages to the Union Pension Plan on behalf of each eligible employee.

- 21.03 Covered wages as set out in 23.03 above includes straight time and overtime-hourly wages, straight time and overtime holiday pay and vacation pay. All other earnings are excluded.
- 21.04 The Employer will remit all contributions to the Union Pension Plan registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan # 0398594, a Registered Money Purchase Plan, within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of employees and the amounts applicable to each.
- 21.05 The Employer and the Union will cooperate in providing the information required to administer the pension plan on the employee's behalf. The plan shall be responsible for informing the employees about the plan including an annual statement to each employee, showing their previous year's balance, new contributions made, new earnings and new balance.
- 21.06 **Voluntary Pension Contributions** – The Employer agrees to deduct, by way of payroll deduction, and remit to the Union's Benefits Administration Office, voluntary employee pension contributions in addition to any other collective agreement Pension Plan contributions. Such amounts shall not exceed the limits established by the CCRA. These monies will be recorded separately on the Employer's monthly remittance to the Benefits Administration Office.

ARTICLE 22 - UNION FUNDS

22.01

- a. Education and Assistance Fund (EAF) The Employer shall contribute to the Union's Education and Assistance Fund (EAF) according to the following hourly rate for each hour worked by bargaining unit employees:

Effective April 1, 2014 – March 31, 2017 - \$0.20/hr

- b. The total amount owing will be remitted monthly to the Union together with the monthly dues, but the Fund contributions will be separately itemized.

22.02

- a. Industry Fund (IF) The Employer shall contribute to the Union's Industry Fund (IF) according to the following hourly rate for each hour worked by bargaining unit employees:

Effective April 1, 2014 – March 31, 2017 - \$0.10/hr

- b. The total amount owing will be remitted monthly to the Union together with the monthly dues, but the Fund contributions will be separately itemized.

ARTICLE 23 - DURATION

This Agreement shall be effective on the first (1st) day of April, two thousand and fourteen (2014) and shall remain in effect until the thirty-first day of March, two thousand and seventeen (2017) and for further periods of one (1) year unless notice shall be given by either party of the desire to cancel, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED AT Blenheim, Ontario, this _____ day of May, 2014.

On behalf of the Employer:

On behalf of the Union:

Harold VanderEnde
Handy Bros Climate Care Inc.

Randy Pook
Bargaining Committee

Laurence VanderEnde
Handy Bros Climate Care Inc.

Ryan Griffioen
ON Representative, CLAC

SCHEDULE A

Current

Classification	Wages	Vac Pay (Based on 6%)	Pension	Benefits*	E&A Fund	Ind Fund	Lic/ Cert Fees	PPE/ Uniform	Total
Service Tech									
Refrigeration + G1	\$27.76	\$1.67	\$2.22	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$33.89
Refrigeration + G2	\$26.58	\$1.59	\$2.13	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.54
Refrigeration + G3	\$24.81	\$1.49	\$1.98	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$30.52
Service Helper + G2	\$14.47	\$0.87	\$1.16	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$18.74
Installation Tech									
SM with Start Up	\$25.80	\$1.55	\$2.06	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.65
SM without Start Up	\$25.50	\$1.53	\$2.04	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.31
SM + G3	\$24.03	\$1.44	\$1.92	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$29.63
Helper									
Base Rate	\$11.63	\$0.70	\$0.93	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$15.50
Base + G3	\$12.21	\$0.73	\$0.98	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.16
Base + GP	\$12.81	\$0.77	\$1.02	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.84
Base + G2	\$13.00	\$0.78	\$1.04	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.06
Shop Foreman	\$25.80	\$1.55	\$2.06	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.65
Shop Assistant	\$17.01	\$1.02	\$1.36	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$21.63

01-Apr-14

Classification	Wages	Vac Pay (Based on 6%)	Pension	Benefits*	E&A Fund	Ind Fund	Lic/ Cert Fees	PPE/ Uniform	Total
Service Tech									
Refrigeration + G1	\$28.20	\$1.69	\$2.26	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$34.39
Refrigeration + G2	\$27.01	\$1.62	\$2.16	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$33.03
Refrigeration + G3	\$25.21	\$1.51	\$2.02	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$30.98
Service Helper + G2	\$14.70	\$0.88	\$1.18	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$19.00
Installation Tech									
SM with Start Up	\$26.21	\$1.57	\$2.10	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.12
SM without Start Up	\$25.91	\$1.55	\$2.07	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.78
SM + G3	\$24.41	\$1.46	\$1.95	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$30.07
Helper									
Base Rate	\$11.82	\$0.71	\$0.95	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$15.71
Base + G3	\$12.41	\$0.74	\$0.99	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.38
Base + GP	\$13.01	\$0.78	\$1.04	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.08
Base + G2	\$13.21	\$0.79	\$1.06	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.30
Shop Foreman	\$26.21	\$1.57	\$2.10	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.12
Shop Assistant	\$17.28	\$1.04	\$1.38	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$21.94

01-Apr-15

Classification	Wages	Vac Pay (Based on 6%)	Pension	Benefits*	E&A Fund	Ind Fund	Lic/ Cert Fees	PPE/ Uniform	Total
Service Tech									
Refrigeration + G1	\$28.57	\$1.71	\$2.29	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$34.81
Refrigeration + G2	\$27.36	\$1.64	\$2.19	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$33.43
Refrigeration + G3	\$25.53	\$1.53	\$2.04	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.35
Service Helper + G2	\$14.89	\$0.89	\$1.19	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$19.22
Installation Tech									
SM with Start Up	\$26.55	\$1.59	\$2.12	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.51
SM without Start Up	\$26.24	\$1.57	\$2.10	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.16
SM + G3	\$24.73	\$1.48	\$1.98	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$30.43
Helper									
Base Rate	\$11.97	\$0.72	\$0.96	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$15.89
Base + G3	\$12.57	\$0.75	\$1.01	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.57
Base + GP	\$13.18	\$0.79	\$1.05	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.27
Base + G2	\$13.38	\$0.80	\$1.07	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.49
Shop Foreman	\$26.55	\$1.59	\$2.12	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.51
Shop Assistant	\$17.51	\$1.05	\$1.40	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$22.20

01-Apr-16

Classification	Wages	Vac Pay (Based on 6%)	Pension	Benefits*	E&A Fund	Ind Fund	Lic/ Cert Fees	PPE/ Uniform	Total
Service Tech									
Refrigeration + G1	\$28.86	\$1.73	\$2.31	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$35.14
Refrigeration + G2	\$27.63	\$1.66	\$2.21	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$33.74
Refrigeration + G3	\$25.79	\$1.55	\$2.06	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$31.64
Service Helper + G2	\$15.04	\$0.90	\$1.20	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$19.39
Installation Tech									
SM with Start Up	\$26.82	\$1.61	\$2.15	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.81
SM without Start Up	\$26.51	\$1.59	\$2.12	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.46
SM + G3	\$24.98	\$1.50	\$2.00	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$30.72
Helper									
Base Rate	\$12.09	\$0.73	\$0.97	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.02
Base + G3	\$12.69	\$0.76	\$1.02	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$16.71
Base + GP	\$13.32	\$0.80	\$1.07	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.42
Base + G2	\$13.51	\$0.81	\$1.08	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$17.65
Shop Foreman	\$26.82	\$1.61	\$2.15	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$32.81
Shop Assistant	\$17.68	\$1.06	\$1.41	\$1.75	\$0.20	\$0.10	\$0.04	\$0.15	\$22.40

NOTES:

- Team Leader rate is 5% more than the apprentice rate i.e Team Leader 4th year - 85% of Installers rate.
- Employee classification is frozen at 4th year Apprentice rate if not licensed or officially apprenticing.
- Probation period is 90 working days and wage rate is calculated at 10% less than the appropriate category.
- Raises are given annually on contract anniversary.
- Classification change will be implemented immediately after proof of pass.
- Employee enters the apprenticeship grid the 1st contract anniversary after completing the gas pipe fitter program.
- Any employee who completes the sheet metal course or the refrigeration technician course and achieves a mark of 80% or higher shall receive an academic premium of ten (\$0.10) cents per hour effective as of the date the course is completed.
- *Shop foreman wage plus applicable foreman premium.

SENIORITY BONUS

At fifteen (15) years of service and every fifth year after 15 years, a one percent (1%) bonus based on annual gross pay shall be paid to an employee at the time T-4s are issued.

FOREMAN

A foreman shall be a qualified journeyman who is appointed by the Employer in view of his ability to accept responsibility. The Employer shall have the exclusive right to appoint a foreman and may revert a foreman to a journeyman. A foreman having five (5+) or more journeymen and apprentices under his supervision shall receive a minimum of fifty cents (\$0.50) per hour above the journeyman's rate. A foreman having nine (9+) or more journeymen and apprentices under his supervision shall receive a minimum of one dollar (\$1.00) per hour above the journeyman's rate.

SHIFT PREMIUM

The Employer shall pay a shift premium of twenty-five (\$0.25) cents per hour for all hours worked when the majority of hours on a shift fall between 9 pm and 6 am.

GOVERNMENT LEGISLATION

Should any government legislation or regulations increase the above hourly rates, these rates shall automatically conform.

APPRENTICES

Apprentices who meet the requirements of *The Apprenticeship and Tradesmens' Qualification Act* and Regulations for the Province of Ontario shall be paid as follows:

First Year	50% of Journeyman rate
Second Year	60% of Journeyman rate
Third Year	70% of Journeyman rate
Fourth Year	80% of Journeyman rate
Fifth Year	90% of Journeyman rate

The proportion of Apprentices to Journeymen shall be in accordance with *The Apprenticeship and Tradesman's' Qualification Act* and Regulations for the Province of Ontario.

NOTE: An employee must acquire a G3 ticket to be eligible to enter the apprenticeship program.

PROBATIONARY EMPLOYEES

A probationary employee shall receive ten percent (10%) less than the basic rate in effect for his classification.

EMPLOYEE HANDBOOK

To more closely reflect terms and conditions of Collective Agreement. A statement will be inserted at the beginning of the handbook to say that where there is conflict between Collective Agreement and the Employee Handbook, the Collective Agreement shall apply.

REIMBURSEMENT OF FEES

The Employer shall reimburse employees for renewal fees associated with certifications and/or licenses.

Specifically, the Employer will pay 100% of the yearly membership fee to the College of Trades. Employees will pay 100% for the renewal of their gas license. Employees must be employed with the Employer for at least one calendar year to receive this benefit.

For clarity, even if the College of Trades is abolished at some point during the term of this collective agreement, the Employer shall be obligated to reimburse employees for fees associated with certifications and/or licenses, save and except for the cost of renewal of an employee's Gas License; the Employer shall not be responsible for the reimbursement of costs associated with an employee's Gas License.