

# **COLLECTIVE AGREEMENT**

Between

**DAEL THERMAL GROUP INC.**

And

**CONSTRUCTION WORKERS  
UNION, CLAC LOCAL 52**

**DURATION: APRIL 1, 2018 – MARCH 31, 2021**

# **COLLECTIVE AGREEMENT**

**Between**

**DAEL THERMAL GROUP INC.  
(hereinafter referred to as "the Employer")**

**and**

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 52  
(hereinafter referred to as "the Union")**

**APRIL 1, 2018 – MARCH 31, 2021**

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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*.

- 1.04 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 exclusive bargaining agent for all employees in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen, person above the rank of non-working foremen and sales and office staff.
- 2.02 Students enrolled in school and intending to return to a secondary or post-secondary education are excluded from the terms of this Collective Agreement during their regularly scheduled vacation breaks to a maximum of five (5) months. Participants in the Ontario Youth Apprenticeship Program or in a pre-apprenticeship program offered by a registered college are also excluded from this Agreement for the duration of their participation in such program(s).

- 2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties.
- 2.04 The Employer agrees that the duly appointed Representatives of the Union (CLAC Ontario Representatives) 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.

### **ARTICLE 3 - MANGEMENT RIGHTS**

- 3.01 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.
- 3.02 Provided such actions are consistent with the further terms of this Collective Agreement, the Employer's rights include but are not limited to the following:

- a. The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations and policies and practices to be adhered to by its employees 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;
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to discipline and discharge employees for just cause; to select and retain employees for positions excluded from the bargaining unit;
- c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the



Employer, including the workforce, without interference.

## **ARTICLE 4 - UNION REPRESENTATION**

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. The Union may appoint up to three (3) Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b. Bargaining committee members shall be recognized as having authority to participate in the negotiation for a Collective Agreement and any renewals thereof. Bargaining committee members shall be granted paid leave from their scheduled work, by the Union, to participate in negotiations. The number of bargaining committee members shall not exceed the number of Stewards as determined by Article 4.01(a).
- c. 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.

- 4.02 The Union agrees to notify the Employer in writing of the names of its Stewards and the effective dates of their appointments. The Employer shall not be required to recognize a Steward until such notice is received.
- 4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from his Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to attend a grievance meeting, grievance arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement shall receive their regularly hourly rate from the Union for all time spent attending to such matters.
- 4.04 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.
- 4.05 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 contact the onsite technician prior to visiting the site, and 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 5 - NO STRIKES OR LOCKOUTS**

5.01 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.

5.02 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 6 - EMPLOYMENT POLICY**

6.01 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.

- 6.02 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.
- 6.03 The Employer has the right to hire new employees as needed, provided that no employee is laid off as a result of the hiring, and provided that there are no employee(s) who have been laid off that are eligible for recall in accordance with Article 12.
- 6.04 The Employer may, in consultation with the Union, and beyond one hundred and fifty kilometers (150 km) from the Shop, 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 12.03. 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 not 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. For service, it is agreed that the above language may be waived in emergency call situations.

6.05 New employees will be hired on a five hundred and forty (540) working hours probationary period commencing from the date of hire and the following shall apply:

- a. Regular union dues and fees are to be deducted and remitted from the first day of employment.
- b. 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.

6.06 Where mutually agreed, the probation period may be extended for a maximum of five hundred and forty (540) additional hours. Conditions for such extension are as follows:

- a. a mid-probationary review meeting with the employee is held (during the initial probationary period).
- b. ordinarily a probationary employee will work with several forepersons to permit broad feedback to the Employer during the probation.
- c. there is no economic advantage in extending probation by, e.g. delay in implementation of pay rates or remittance of fund, etc.

- d. the probation extension meeting is attended by a Union Steward, or a staff representative.
- e. notice of a mutually agreed extension is furnished to a local Union office.
- f. the Employer, or someone so designated by the Employer, undertakes to provide monthly progress interviews for each month of the probation extension.

## **ARTICLE 7 - CHECKOFF AND UNION MEMBERSHIP**

- 7.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.02 The Employer shall deduct from the pay of all employees covered by this Agreement, an amount of money equal to union dues, and shall remit the same monthly to the Union office, not later than the fifteenth (15<sup>th</sup>) of the month following the month in which such dues are deducted.

- 7.03 The Union shall hold harmless, and agrees to indemnify the Employer, its successors, administrators and assign against any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.
- 7.04 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. name;
  - b. rate of pay;
  - c. gross earnings;
  - d. total regular and overtime hours worked in the month for which such deductions are made;
  - e. dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union; and
  - f. contributions on behalf of the employee and any deductions from and remitted for an employee as may be prescribed by this Agreement.
- 7.05 When the Employer hires new employees who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:
- a. address;
  - b. telephone;
  - c. date of hire;
  - d. classification;

e. trade.

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

7.07 The parties agree that summer students who are enrolled in secondary or post-secondary school and who are employed to do general labour duties shall be excluded from the terms and conditions of this Agreement.

## **ARTICLE 8 - WAGES AND RATES OF PAY**

8.01 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.

8.02 Wages shall be paid weekly by 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 deductions and net earnings. Changes to the pay period, if required, will not be implemented without concern for and without consultation and mutual agreement with the Union.

8.03 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 23 – Arbitration of this Agreement.

## **ARTICLE 9 - HOURS OF WORK, OVERTIME, ON CALL WORK, REST PERIODS AND SHIFT PREMIUMS**

- 9.01 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.
- 9.02 A regular workweek shall consist of forty-four (44) hours. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.
- 9.03 All work performed in excess of forty-four (44) hours in a work week shall be paid at the rate of one and one-half times (1.5x) the regularly hourly rate of pay. In calculating the total regular number of hours worked per week, hours for which overtime has already been paid due to the daily overtime threshold shall not be included.

- 9.04 Work shall not normally 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 times (1.5x) the regular rate of pay except where the parties agree in advance.
- 9.05 When the Employer assigns an employee to be “on call” in order to respond to after hour service work, that employee shall be provided with a company vehicle for the duration of that week, which he may take home at the end of each work day. An employee on call shall receive an “on call” standby premium equal to one-half ( $\frac{1}{2}$ ) hour for each weekday he is “on call” and one (1) hour for each weekend day he is “on call”.
- 9.06 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 times ( $1\frac{1}{2}x$ ) the hourly rate, but such hours shall not be used toward calculating the regular hours worked in a week. An employee shall be paid for a minimum of one and one-half ( $1\frac{1}{2}$ ) hours for each service call that occurs during regular daytime hours. An employee shall be paid for a minimum of four (4) hours for each service call that occurs outside the regular hours of work (i.e. all weekend and any weekday after the regular work day, prior to 5:00 a.m.).

- 9.07 Employees shall take an unpaid meal period of one-half (½) hour at the midpoint of their shift, or at such time during their workday which is convenient.
- 9.08 Except in the case of inclement weather, an employee who reports to work in the usual manner (excluding Monday's for the purpose of time sheet drop off) without having been notified that there is no work available, or who is sent home because of a lack of work shall receive a minimum of three (3) hours pay at his regular hourly wage rate.
- 9.09 An employee who works in the Install Department shall receive a shift premium of two dollars (\$2.00) in addition to the regular hourly wage where the majority of hours worked on a shift are after 6:00 p.m. or before 6:00 a.m.

**ARTICLE 10 - VACATION AND VACATION PAY**

- 10.01 The Employer agrees to pay each employee vacation pay in the amount as indicated as follows in addition to his hourly wage rate:

Under five (5) years of employment with the Employer	8%
More than five (5) and less than ten (10) years	10%
More than ten (10) and less than fifteen (15) years	12%
More than fifteen (15) years	14%

- 10.02 The parties agree that vacation pay shall be deemed to include payment for public holidays as defined in the *Employment Standards Act, 2000* (ESA) as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.
- 10.03 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.
- 10.04 The Employer agrees to remit the vacation pay of each employee to the Union's Employee Trust Fund by not later than the fifteenth (15<sup>th</sup>) of the month following the month in which such vacation pay is earned. Vacation pay shall be remitted together with, and in the same manner as union dues, as described in Article 7.

## **ARTICLE 11 - PUBLIC HOLIDAYS**

- 11.01 The following days shall be recognized as Public Holidays:

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

Canada Day may be observed on the Monday preceding, or the Friday following July 1st. The decision shall be made by the Employer, with reasonable notice given to the employees.

11.02 Employees will receive Holiday Pay together with vacation pay, in accordance with Article 10.02.

11.03 An employee required to work on a day listed in Article 11.01 shall receive Holiday Premium Pay which shall be calculated as one and one-half times (1.5x) the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week. Where the Employer can demand a higher amount from the client, that premium shall apply.

## **ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL**

12.01 Seniority is the ranking of employees in accordance with their length of employment with the Employer. 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. The seniority list shall be maintained and kept current by the Employer and shall be made available to the Union upon request.

12.02 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 three (3) consecutive work days without having a justifiable reason for such failure to report;
- d. is laid off for a period of more than nine (9) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. fails to comply with an agreed upon arrangement of his recall without justifiable reason;
- g. is absent for a period of more than twenty-four (24) months due to a bonafide injury, or illness;
- h. fails to report to work following a recall within four (4) working days if unemployed, or five (5) working days if employed elsewhere.

12.03 In the case of layoffs, the Employer shall rely on the seniority standing of the employees to determine the appropriate order of layoff. In general, the employee having most seniority 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. In all cases of layoff, probationary employees and students shall be laid off first.

- 12.04 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 causes operations to cease.
- 12.05 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 13 - HEALTH FUND**

- 13.01 The Employer will pay the full cost of the monthly premiums in relation to the existing benefit plan provided to employees in effect at the date of ratification. The existing benefit plan provides, but is not limited to, dental, health, and long term disability coverage. The Health Fund Spending Account in effect at the date of ratification will be increased by two hundred and fifty dollars (\$250.00).
- 13.02 All non-probationary employees (as per Article 6.05) shall participate in the benefits plan in accordance with the provisions as outlined in the benefits booklet. Benefit coverage for employees eligible for recall following a lay-off shall be extended for three (3) months during lay-off in accordance with Article 12.

- 13.03 Eligibility to participate and entitlement under the benefit plan or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts. Any dispute over payment of benefits under any such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned but the Employer will use its best efforts to help adjust and settle any such dispute.
- 13.04 It is understood that nothing herein shall be construed to make the Employer the insurer of the benefits and the Employer obligation is entirely fulfilled by the payment of the premiums herein before set out.

#### **ARTICLE 14 - PENSION PLAN**

- 14.01 The Union warrants and represents that the Christian Labour Association of Canada Pension Plan (“Pension Plan”) is established for the benefit of the employees covered by this Agreement and further that such Pension Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 14.02 The Employer agrees to pay the amount specified on Schedule “A” to the Pension Plan for each worked by each employee covered under this Agreement.



- 14.03 The Employer's contribution to the Pension Plan shall be submitted together with union dues and in the same manner as described in Article 7.04.
- 14.04 The Employer's sole obligation pursuant to Article 14 – Pension Plan, shall be limited to making the payment more particularized herein.
- 14.05 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 Union. A request for such deductions shall be submitted to the Employer in a format provided by the Union's Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees may change, commence or terminate their voluntary additional contributions effective January 1st and July 1st of every year.

## **ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM & BOARD**

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

- a. Employees shall be paid thirty (30) minutes of travel time to the site. This shall not apply to employees working on construction\* projects.

\*Construction is defined as a project that has been awarded through a tender process and meets the following criteria: custom prefabrication, or custom fabrication, or erection, or installation, or joining together or handling, or setting up, or charging, or start-up, or testing, or adjusting, or system balancing; including hydronics and air in any form of any equipment used in the Air Conditioning trade as per Ontario Regulation 75/05 and heating work in the Construction Sector. Where any component of a previously completed construction job subsequently replaced with another component of a different size or capacity for the purpose of substantially changing the overall use, design, capacity or intent of the original system, such work is construction work. Construction covers all piping hanger materials for the installation of air conditioning and heating equipment and systems and the installation of all manufactured equipment, built up or packaged,

including the setting of same such as air handlers, condensers, towers, chillers, compressors, free standing coils and the installation of reheat coils controls where attached and condensate drain lines and refrigerated market equipment.

- b. Employees who are required to use their own vehicles for transportation purposes shall be reimbursed at a rate of forty-five cents (\$0.45) per kilometer.
- c. Employees that are requested to use their own vehicles to travel to different sites in one (1) day, or to transport materials necessary for the work performed shall be reimbursed at the mileage rate established in this Agreement.

15.02 When employees are sent to work on a project beyond one hundred and twenty (120) kilometers 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 fifty dollars (\$50.00) for each day spent out of town. Employees must work a minimum of three (3) hours per day to qualify for the allowance;
- b. they will be provided with suitable accommodation;
- c. they will be paid two-way travel from the Shop to the site (and return);

- 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 15.01 for the trip to and from the project each week. The Employer shall reserve the right to make reasonable carpooling arrangements;
- e. For any travel that requires the employee to take an airline flight, they will be paid a daily subsistence allowance of seventy-five dollars (\$75.00) for each day spent out of town and an hourly premium of two dollars (\$2.00) in addition to their regular hourly rate.

15.03 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 16 - HEALTH AND SAFETY**

16.01 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.

- 16.02 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.

## **ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL**

- 17.01 The Employer will furnish employees with all necessary personal protective equipment (including safety helmets, safety glasses, gloves, etc.) 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 personal protective equipment, rain gear and safety equipment provided by the Employer and may be for such loss or improper maintenance, at the discretion of the Employer, subject to disciplinary action.

- 17.02 The Employer shall make available to each employee, work apparel that complies with relevant legislative standards and company uniform policy. The apparel shall include a winter coat. Employees that expose uniforms to

improper wear and tear will result in the employee furnishing replacement items.

An employee that is required to purchase more clothing in order to be compliant with the Employer's uniform policy can use the clothing and boot allowance as listed in Article 17.03.

- 17.03 The Employer shall reimburse annually, to each employee, a maximum of two hundred dollars (\$200.00) for the cost of safety boots.
- 17.04 Employees will be responsible to acquire and maintain the tools issued by the Employer. All such tools shall be made available to the Employer for inspection, upon request.
- 17.05 The Employer shall reimburse to an employee who has completed one (1) year of service, the cost for the replacement of tools, except when such tools are lost, worn, or damaged due to improper care, in which case the employee shall replace at his own expense. Payment for tool replacement shall be limited to the approximate purchase value of the tool that is being replaced, and an employee may be required to produce the worn/damaged tool and a receipt for the replacement tool before reimbursement is made.

17.06 The Employer shall supply all remaining tools and equipment required for the proper installation of all work to be performed, within reason.

## **ARTICLE 18 - EDUCATION AND ASSISTANCE FUND**

18.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.04.

18.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.

18.03 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 19 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND**

19.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund ("Industry

Fund”) the amount identified at Schedule “A” for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.04.

19.02 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.

19.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contractor signatory to CLAC or its affiliated local unions.

## **ARTICLE 20 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE AND JURY DUTY**

20.01 The Employer will also grant job protected leaves, including but not limited to pregnancy and parental leave, critical illness leave, personal emergency leave, family caregiver leave, organ donor leave, family medical leave,



domestic or sexual violence leave, and reservist leave, in accordance with the *Employment Standards Act*.

20.02 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.

20.03 In the event an employee is absent from work for more than one (1) week due to a *bona fide* illness or injury, the Employer, at the employee's 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.

20.04 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 (1) calendar year, which shall be at the employee's expense.

20.05 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 or sister. In the case of a grandparent, the employee shall be granted one (1) days leave of absence at his regular rate of pay.

20.06 The Employer shall pay the regular daily wages of an employee while attending jury selection. The employee shall:

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

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

21.01 The Employer may warn, suspend, demote or discharge an employee for just cause. If the conduct or performance of an employee warrants disciplinary action, such action shall be confirmed in writing. A copy of all such documentation shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.

- 21.02 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. An employee shall be advised of the nature of the meeting prior to attending. The employee shall be accompanied by a Steward who shall be paid for such time in accordance with Article 4.03.
- 21.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.
- 21.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence 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 22 - COMPLAINTS AND GRIEVANCES

22.01 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

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

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

- a. 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 to endeavour to settle the grievance.
- b. 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, the Union may refer the grievance to arbitration in accordance with Article 23.

22.04 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 22.03 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.

22.05 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 22.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to “Union” and “Employer” in Article 22.03 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.

22.06 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.

22.07 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 22 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 23 - ARBITRATION**

23.01 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 22.03 or the date that the written decision should have been made pursuant to Article 22.03. A grievance that is not referred to arbitration in accordance with this Article shall be deemed to have been abandoned and shall be inarbitrable.

- 23.02 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 22 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 23.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.
- 23.04 Within two (2) workings 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.
- 23.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.
- 23.06 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.
- 23.07 The Board of Arbitration shall not have the 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.

23.08 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 24 - GENDER NEUTRALITY**

24.01 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 25 - DURATION**

25.01 This Agreement shall be effective as of the first (1<sup>st</sup>) day of April, two thousand and eighteen (2018) and shall remain in effect until the thirty-first (31<sup>st</sup>) day of March, two thousand and twenty-one (2021) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to amend, change or delete any of the provisions contained herein, within the period of ninety (90) 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.



## SCHEDULE “A” CLASSIFICATIONS AND HOURLY RATES

### April 1, 2018

Classification	Hourly Wage	Vacation Pay	Pension	E&A	IF
313A	\$41.00	As per 10.01 proposed	7%	\$0.20	\$0.15
Combustion Technician	\$41.00	As per 10.01 proposed	7%	\$0.20	\$0.15
308A	\$34.50	As per 10.01 proposed	7%	\$0.20	\$0.15
Labourer	\$15.00	As per 10.01 proposed	7%	\$0.20	\$0.15

### April 1, 2019

Classification	Hourly Wage	Vacation Pay	Pension	E&A	IF
313A	\$42.00	As per 10.01 proposed	7%	\$0.20	\$0.15
Combustion Technician	\$42.00	As per 10.01 proposed	7%	\$0.20	\$0.15
308A	\$35.00	As per 10.01 proposed	7%	\$0.20	\$0.15
Labourer	\$15.50	As per 10.01 proposed	7%	\$0.20	\$0.15

### April 1, 2020

Classification	Hourly Wage	Vacation Pay	Pension	E&A	IF
313A	\$43.00	As per 10.01 proposed	7%	\$0.20	\$0.15
Combustion Technician	\$43.00	As per 10.01 proposed	7%	\$0.20	\$0.15
308A	\$35.50	As per 10.01 proposed	7%	\$0.20	\$0.15
Labourer	\$16.00	As per 10.01 proposed	7%	\$0.20	\$0.15

At the time of ratification, employees with a 313A ticket or qualified Combustion Technicians who are receiving a higher rate than their classification in Schedule “A” shall receive a one

**DAEL THERMAL GROUP INC.**

**COLLECTIVE AGREEMENT APRIL 1, 2018 – MARCH 31, 2021**

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percent (1%) increase to their base rate for each year of the contract, effective April 1, 2018.

At the time of ratification, each employee employed in the Install Department who is receiving a higher rate than the 308A classification in Schedule “A” or who does not have their 308A ticket shall receive a one and one-half percent (1.5 %) increase to their hourly rate for each year of the contract, effective April 1, 2018.

**Apprentices (313A and/or 308A) shall be paid the following minimum rate:**

An employee who becomes an indentured apprentice shall receive a wage rate, vacation pay and pension that is determined as follows:

<b>Ticket</b>	<b>313A</b>	<b>308A</b>	<b>Ticket</b>	<b>Combustion Tech</b>
5 <sup>th</sup> period	80%	80%	5 <sup>th</sup> period (G1)	80%
4 <sup>th</sup> period	70%	70%	4 <sup>th</sup> period	70%
3 <sup>rd</sup> period	60%	60%	3 <sup>rd</sup> period (G2)	60%
2 <sup>nd</sup> period	50%	50%	2 <sup>nd</sup> period	50%
1 <sup>st</sup> period	40%	45%	1 <sup>st</sup> period (G3)	40%

**Premiums**

- Foreman \$4.00
- Lead Hand \$2.00

## Definitions

<b>Combustion Technician</b>	In order to properly assign individuals into the Combustion Technician category, the following criteria would need to be met: <ol style="list-style-type: none"><li>1. The majority of an employee's work orders are assigned to division 0102 in KMP;</li><li>2. Successful completion of a Dael Thermal Combustion exam;</li><li>3. Successful completion of a Management interview.</li></ol>
<b>Foreman</b>	<ul style="list-style-type: none"><li>• Proven experience at leading and directing fellow employees;</li><li>• An in-depth knowledge of procedures relative to their trade and the equipment services;</li><li>• In-depth knowledge on both company policies, procedures and OHSa guidelines;</li><li>• Ability to read drawings, plans and blueprints;</li><li>• Excellent organizational skills;</li><li>• Ability to communicate and report effectively to both colleagues and managers;</li></ul>

	<ul style="list-style-type: none"><li>• Aptitude in math;</li><li>• Excellent problem-solving and troubleshooting skills;</li><li>• Good physical condition and stamina;</li><li>• Diploma/certificate in skilled trade (313A, 308A etc.)</li></ul>
<b>Lead Hand</b>	<ul style="list-style-type: none"><li>• An in-depth knowledge o procedures relative to their trade and the equipment serviced;</li><li>• In-depth knowledge on both company policies, procedures and OHSa guidelines;</li><li>• Excellent organizational skills;</li><li>• Ability to communicate and repot effectively to both colleagues and managers;</li><li>• Aptitude in math;</li><li>• Good problem-solving and troubleshooting skills;</li><li>• Good physical condition and stamina;</li><li>• Diploma/certificate or apprentice in a skilled trade (313A, 308A etc.)</li></ul>



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**CLAC JOBS**

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