

COLLECTIVE AGREEMENT

Between

CYNERGY MECHANICAL LTD.

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 52**

DURATION: April 1, 2019 – March 31, 2022

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Between

**CYNERGY MECHANICAL LTD.
(hereinafter referred to as "the Employer")**

and

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

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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 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, persons above the rank of non-working foreman and sales and office staff.

2.02 Students enrolled in school and intending to return to a secondary or post-secondary education are excluded from the terms of this Collective Agreement during their regularly scheduled vacation breaks to a maximum of five (5) months. Participants in the Ontario Youth Apprenticeship Program or in a pre-apprenticeship program offered by a registered college are also excluded from this Agreement for the duration of their participation in such program(s).

2.03 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by

mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.

- 2.04 The Employer agrees that the duly appointed representatives of the Union are authorized to act on behalf of the Union for the purposes of administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

ARTICLE 3 - MANAGEMENT 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 negotiations for a Collective Agreement and any renewals thereof. Bargaining committee members shall be granted paid leave from their scheduled work 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 the Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to

attend a grievance meetings, grievance arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement shall receive their regular hourly rate 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 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 - 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, 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 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.
- 6.05 New employees will be hired on a three (3) month 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. Notwithstanding the provisions of Article 3.01, 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.

6.06 Where mutually agreed, the probation period may be extended for a maximum of three (3) additional months. 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 the local Union Office.
- f. the Employer undertakes to provide monthly progress interviews for each month of the probation extension.

ARTICLE 7 - CHECK OFF 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 each pay of all employees covered by this Agreement, an amount of money equal to Union dues, and shall remit the same monthly to the Union office, not later than the fifteenth (15TH) 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 assigns 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 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.

7.06 The parties agree that summer students who are enrolled in secondary or post-secondary school and who are employed to do general labourer 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 bargaining unit employees.

8.02 Wages shall be paid bi-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 deduction and net earnings.

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 PREMIUM

- 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, 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.
- 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 (1½x) the regular hourly rate of pay.
- 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 ($1\frac{1}{2}x$) the regular rate of pay.

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 four (4) hours pay for each week he is the Primary “on call”. Any other employee “on call” shall receive a standby premium equal to one (1) hour pay for each week he is “on call”. In the event that the work demands require a Secondary “on call” employee to be scheduled, both the Primary and Secondary “on call” employee shall receive a standby premium equal to three (3) hours pay.

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 (1) hour for each service call that occurs outside the regular hours of work.

9.07 There shall be two (2) paid rest breaks of fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid rest break for every two (2) hours worked beyond eight (8) hours per day. Employees shall take an unpaid meal period of one-half ($\frac{1}{2}$) hour at the midpoint

of their shift, or at such time during their work day which is convenient.

- 9.08 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.

Employees who are not scheduled for a shift on a Monday may provide their report in the mailbox on the previous Friday, Saturday or Sunday. Alternatively, they may send a scan or picture to management's satisfaction of their report by email no later than Monday at 4:00 p.m.

ARTICLE 10 - VACATION AND VACATION PAY

- 10.01 The Employer agrees to pay each employee vacation pay in the amount of ten percent (10%) of, and in addition to his hourly wage rate. Employees with seven (7) or more years of service shall receive twelve percent (12%) vacation pay. Employees with twelve (12) or more years of service shall receive fifteen percent (15%) vacation pay.
- 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. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.

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 (15th) 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 by 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.

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 two times (2x) 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.

11.04 When a holiday listed in 11.01 falls on a Tuesday, Wednesday or Thursday, the employees and the Employer may decide on a site by site basis to observe the holiday on a day connected with the nearest weekend. Arrangements shall be coordinated with management and shall be made in writing at least one (1) week in advance of the holiday.

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. fails to report to work following a recall within two (2) workdays if unemployed, or five (5) workdays 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.
- 12.06 If an employee wishes to terminate their employment with the Employer, the employee shall give two (2) weeks' notice in e-mail or by way of letter. The employee will also relinquish to the Employer all property owned by the Employer including, uniform(s), and pay out any and all outstanding monies owed by the employees to the Employer. The Employer has the right to recover any monies or company items the employee has not returned through the legal system via small claims court or any other available legal mechanism.

ARTICLE 13 - CLAC HEALTH FUND

- 13.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund ("Benefit Plan") is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a Board of Trustees.
- 13.02 Commencing on the day that this Agreement becomes effective, in accordance with Article 26 herein, the Employer agrees to pay to the Union's Benefit Plan an

amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement.

13.03 The Employer’s contribution to the Benefit Plan shall be submitted together with union dues and in the manner described in Article 7.02.

13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union’s Benefit Administration Office as provided in Articles 13.02 and 14.02. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.03 will not apply. The Employer’s sole obligation pursuant to Article 13 – CLAC Health Fund, shall be limited to making the payment more particularized herein.

13.05 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, semi-monthly from each employee. Such deductions shall be remitted to the Union together with the Employer’s Benefit Plan contributions in accordance with Article 13 –

CLAC Health Fund of the Agreement. Participation in the Plan and in the payroll deduction is mandatory.

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 hour 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 1 and July 1 of every year.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

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

- a. There shall be a travel zone of sixty (60) kilometre radius around from the Employer's base of operations. Any job in this travel zone is allotted a half (1/2) hour paid travel time;
- b. Employees who are required to attend the shop will be paid for a half (1/2) hour travel time from the shop to the site for all work within the travel zone.
- c. For all work beyond the travel zone, employees will be paid for, in addition to the travel time described in (b), one-way travel time outside the zone.
- d. Employees who are required to use their own vehicles for transportation purposes outside the free zones

shall be reimbursed at a rate of fifty-four cents (\$0.54) per kilometre.

- e. Employees that are requested to use their own vehicles within, or outside of the free zone to travel to different sites in one (1) day, or to transport materials necessary for the work performed shall be reimbursed at a rate of fifty-four cents (\$0.54) per kilometre.
- f. There will be no mileage allowance for travel from the job to home unless given authorization from Cynergy Management.

15.02 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 fifty dollars (\$50.00) 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 as per 15.01(c), above;
- 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.

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, any injury in the course of performing his duties, 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 is required to fill in the appropriate paperwork as per the Cynergy Mechanical Health and Safety Policy. If the injury requires medical attention and the employee is

unable to continue work he shall be paid for his regularly assigned hours for the day of the injury only.

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

16.04 The employee agrees to abide by the Cynergy Mechanical Health and Safety Policy in effect for each year this Agreement is in place. The employee acknowledges that disciplinary action will occur for violations of the Health and Safety Policy in accordance with Article 21 of the Agreement.

16.05 **Health & Safety Committee**

The Employer agrees to establish a Health & Safety Committee for all employees of the company under the auspices of the *Occupational Health and Safety Act* (OHSA). The Committee shall be made up of an equal number (not less than one [1] each) of non-bargaining unit and bargaining unit persons who have completed their probationary period. The Union has the right to appoint the members representing the bargaining unit. The Committee shall keep minutes of its meetings and post them in the shop. One (1) copy will be forwarded to the Union office.

16.06 The Employer agrees to cooperate with the Union when safety and related courses are made available to the members employed by the Employer. While attending training or online courses required of employee by the Employer or the Ministry of Labour, employees with one (1) year of service shall receive fifty percent (50%) of their regular rate or minimum wage, whichever is higher. Employees with less than one (1) year of service shall be paid according to the *Employment Standards Act*.

Hours shall be calculated by the time indicated on the online course or the actual time spent in class. No pay shall be made for time or mileage in connection with travel to and from such courses. Anytime spent on voluntary training shall not be paid by the company.

New employees shall participate in, and obtain valid working at Heights and WHMIS certifications or the current legislative equivalent. The Union will cover the registration costs of these training programs and the employee will not receive their regular rate of pay for the time spent receiving these safety certifications, unless required by the *Employment Standard Act*.

16.07 If an employee is required to work in an environment that requires a protective breathing apparatus for the removal of asbestos then that employee shall receive as danger pay one dollar and fifty cents (\$1.50) per hour above his hourly rate.

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, in which case employees may be, 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. The uniform list is attached as Schedule "C".

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

17.03 The Employer shall reimburse annually, to each employee, two hundred dollars (\$200.00) for the cost of safety boots. Employees shall be required to submit a receipt for reimbursement.

- 17.04 Employees will be responsible to acquire and maintain the tools listed in Schedule “D”. 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 two (2) consecutive years of service, the cost for the replacement of tools that are identified in Schedule “D”, except when such tools are lost, stolen, worn, or damaged due to improper use or care of the tool, which will be evaluated by the Lead Hand and Cynergy Management, 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 any tools that are not commonly held tools or equipment for the proper installation of all work to be performed and are not included in Schedule “D”.

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 training 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 it 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 contactor signatory to CLAC or its affiliated local unions.

ARTICLE 20 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE

20.01 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. participation in union sponsored training or other educational events;
- d. birth or adoption of the employee's child.

20.02 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 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.

20.03 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.

20.04 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 grandparent, the employee shall be granted one (1) days leave of absence at his regular rate of pay.

ARTICLE 21 - DISCIPLINE & 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 If an employee is sent home or suspended the employee may be asked to hand in any and all Cynergy property for the duration of their time at home or suspension.
- 21.03 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. The employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.03.
- 21.04 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.
- 21.05 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 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

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.

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 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 22.03 and 22.04 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.

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 of both parties and are valid 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 and will be considered withdrawn.

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) 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.

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 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.

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 April 1, 2019 and it shall remain in effect until March 31, 2022, 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 34 LEADING RD. UNIT 10, ON this 29th

day of APRIL, 2019.


Signed on behalf of
CYNERGY MECHANICAL LTD.

Per  _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 52

Per 

Per EM DAVINA

Per 

**CYNERGY MECHANICAL LTD.
COLLECTIVE AGREEMENT APRIL 1, 2019 – March 31, 2022**

SCHEDULE "A"

01-Apr-19

| Classification | Hourly Rate | Vacation Pay | Pension 8% | Health Fund | EAF | IF | Total |
|--|--------------------|---------------------|-------------------|--------------------|------------|-----------|--------------|
| Refrigeration & Air Condition Mechanic | \$47.00 | \$4.70 | \$3.76 | \$1.46 | \$0.20 | \$0.20 | \$57.32 |
| Plumber | \$44.00 | \$4.40 | \$3.52 | \$1.46 | \$0.20 | \$0.20 | \$53.78 |
| Construction | \$44.00 | \$4.40 | \$3.52 | \$1.46 | \$0.20 | \$0.20 | \$53.78 |
| Service and Preventative Maintenance | \$39.00 | \$3.90 | \$3.12 | \$1.46 | \$0.20 | \$0.20 | \$47.88 |

01-Apr-20

| Classification | Hourly Rate | Vacation Pay | Pension 8% | Health Fund | EAF | IF | Total |
|--|--------------------|---------------------|-------------------|--------------------|------------|-----------|--------------|
| Refrigeration & Air Condition Mechanic | \$48.00 | \$4.80 | \$3.84 | \$1.53 | \$0.20 | \$0.20 | \$58.57 |
| Plumber | \$45.00 | \$4.50 | \$3.60 | \$1.53 | \$0.20 | \$0.20 | \$55.03 |
| Construction | \$45.00 | \$4.50 | \$3.60 | \$1.53 | \$0.20 | \$0.20 | \$55.03 |
| Service and Preventative Maintenance | \$40.00 | \$4.00 | \$3.20 | \$1.53 | \$0.20 | \$0.20 | \$49.13 |

01-Apr-21

| Classification | Hourly Rate | Vacation Pay | Pension 8% | Health Fund | EAF | IF | Total |
|--|--------------------|---------------------|-------------------|--------------------|------------|-----------|--------------|
| Refrigeration & Air Condition Mechanic | \$49.00 | \$4.90 | \$3.92 | \$1.60 | \$0.20 | \$0.20 | \$59.82 |
| Plumber | \$46.00 | \$4.60 | \$3.68 | \$1.60 | \$0.20 | \$0.20 | \$56.28 |
| Construction | \$46.00 | \$4.60 | \$3.68 | \$1.60 | \$0.20 | \$0.20 | \$56.28 |
| Service and Preventative Maintenance | \$41.00 | \$4.10 | \$3.28 | \$1.60 | \$0.20 | \$0.20 | \$50.38 |

Notes:

1. Apprentices shall be paid the following minimum rate:

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

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

2. Classification Guidelines:

Employees shall be classified according the classification guideline schedule as outlined in this Collective Agreement at Schedule "B" and shall receive a corresponding wage rate that is determined as follows:

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

3. Health Fund Contributions:

As per Article 13.02, the Employer shall pay to the Union's Benefit Plan an amount as outlined in the wage schedule above, for each hour worked by each employee covered by this Agreement.

4. Pension Contributions:

As per Article 14.02, the Employer shall pay to the Pension Plan eight percent (8%) of the hourly wage rate for each employee covered under this Agreement.

5. Red Circle:

No employee will following ratification receive an hourly rate that would be less than his wage immediately prior to ratification due to his placement on the classification guideline.

6. Lead Hand Premium:

Two dollars (\$2.00) per hour in addition to his regular rate of pay.

7. Multiple Licenses:

Journeypersons who hold multiple licenses in a skilled trade shall be paid a premium of one dollar (\$1.00) per hour. For clarity, the premium would apply to 306A or 313D Journeypersons who also hold a G1 license.

Lead Hand Definition:

An employee designated from time to time by the Employer who will have the routine responsibility of being the lead member of a crew with daily organization and control of labour, equipment, and materials to ensure that acceptable standards of quality, safety, and production are maintained by the crew.

The number of Lead Hands designated at any given time shall be within the sole discretion to the Employer. The Employer shall also have the sole and unfettered right to determine who to designate as Lead Hand, the duration of such designation, and to change the designees selected to receive the Lead Hand Premiums at times of the Employer's choosing.

SCHEDULE “B” Classification Guidelines

REFRIGERATION GUIDELINES:

Journey person: Holds all provincial licenses and qualifications to obtain the highest level of education and training for Refrigeration and have more than 9000 hours.

Period 5 Advanced Apprentice: The Apprentice has completed and passed their advanced exam in Refrigeration.

Period 4 Intermediate Apprentice: The Apprentice has completed and passed their intermediate exam in Refrigeration.

Period 3 Beginner Apprentice: Person that is a Registered Apprentice with the Province in the HVAC/R. The person has completed and passed their beginner exam in Refrigeration.

Period 2 Pre Apprentice: Designated by management to be enrolled in the Apprenticeship Program in HVAC/R.

Period 1 Apprentice Applicant: Has completed their pre-apprenticeship program at a licensed college or trade-school and/or Management has approved transfer into Refrigeration.

PLUMBER GUIDELINES:

Journey person: Holds all provincial licenses and qualifications to obtain the highest level of education and training for Plumbing and have more than 9000 hours.

Period 5 Advanced Apprentice: The Apprentice has completed and passed their advanced exam in Plumbing.

Period 4 Intermediate Apprentice: The Apprentice has completed and passed their intermediate exam in Plumbing.

Period 3 Beginner Apprentice: Person that is a Registered Apprentice with the Province for Plumbing. The person has completed and passed their beginner exam in Plumbing.

Period 2 Pre Apprentice: Designated by management to be enrolled in the Apprenticeship Program for Plumbing.

Period 1 Apprentice Applicant: Has completed their pre-apprenticeship program at a licensed college or trade-school and/or Management has approved transfer into Plumbing.

CONSTRUCTION GUIDELINES:

1ST Period

- Maintain a clean and safe workplace environment
- Take direction from senior personnel
- All tools are cleaned and ready for next work day
- Punctuality at start of work day and all breaks
- Ensure all work wear as per Health & Safety Policy
- Attend all training seminars as require from senior personnel
- Maintain Licenses and notify Management of any changes
- Install shots and hangers as required in a safe and efficient manner
- Operate tools in a safe manner
- Clean and stage fittings in a safe and efficient manner
- Maintain a current WHMIS certification
- Attend all health & safety meetings
- Ability to insulate as per foreman's request in a neat and tight manner

2nd Period

- Employee has the ability to complete all tasks as required by Period 1
- Threading of all pipe in an efficient and accurate manner
- Ability to operate pipe threader, cutter, drills & multi meter in an efficient and safe manner that is conducive to the standards of Cynergy Mechanical
- The ability of grooving pipe in an efficient and safe manner
- Soldering ability is clean with no leaks and in a straight manner
- When receiving direction able to install pipe in an efficient, safe and as desired manner from your superior

- Ability to install mechanical Tee's that are straight accurate in an efficient and safe manner
- Complete all paperwork in accordance to all stipulations from office personnel in the time lines required and delivered to Cynergy office Monday morning at 7:30 a.m. or in accordance with Article 9.08
- Hold a valid Gas 3 license and advise Management of any changes with validation
- Assist with liner install and scaffolding safely

3rd Period

- Employee has the ability to complete all tasks as required by Periods 1 and 2
- Ability to install venting straight and clean, supported in a safe and efficient manner
- Able to install gauges in a safe and efficient manner as directed by senior employee or as directed by mechanical drawings
- Able to complete a gas pipe layout with sizing, location, supports, pressure and applicable code requirements 2" and above in a clear and neat manner
- Ability to size and install a liner under 6"
- Hold a valid Gas 2 license and advise Management of any changes with validation
- Setup scaffolding with little or no supervision

4th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2 and 3
- Able to complete a gas pipe layout and install with sizing, location, supports and applicable code requirements in a clear neat manner
- Ability to recognize sizing and position of all piping from mechanical drawings with no support
- For a retrofit of a boiler room have the ability to complete sizing relating to all piping, boilers, pumps and venting for existing mechanical room
- Able to complete an accurate take off of parts required for repair or replacement projects within mechanical room
- Ability to drain and isolate boiler rooms or risers with no direct supervision and fill in a safe and efficient manner
- Determine piping flow/direction and the ability to transfer to a mechanical drawing
- Ability to recognize sizing and position of hydronic piping from mechanical drawings with little or no support

5th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3 and 4
- Scheduling of all employees required at a project on a daily basis in an efficient manner
- Schedule all deliveries of parts/equipment and ensure delivery is handled in a professional manner and that all parts/equipment have been accounted for before signing bill of lading

- Hold a valid Gas 1 license and advise Management of any changes with validation
- Ability to drain up to building and re-pressure safely
- Read and interpret blue print drawings
- The ability to use a propane torch in a safe and efficient manner as directed by foreman

Journey person

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3, 4 and 5
- Deal with all change orders on a project in an efficient manner
- Ability to complete all take offs
- Attend all site meetings in a professional manner and relay all details to supervisor
- Schedule all sub trades to ensure they are on schedule and all work completed to the specifications of the project being completed
- Able to complete a gas pipe layout complete with sizing, location, supports and applicable code requirements in a clear, neat manner
- Hold a valid Gas 1 license and advise Management of any changes with validation

SERVICE & PREVENTATIVE MAINTENANCE GENERAL GUIDELINES:

1ST Period

- Maintain a clean and safe workplace environment
- Take direction from senior personnel in a compliant manner
- All tools are cleaned and ready for next work day
- Punctuality at start of work day and all breaks
- Ensure all work wear as per Health & Safety policy
- Attend all training seminars as required from senior personnel
- Maintain licenses and notify Management of any changes
- Clean and prepare fittings in a safe and efficient manner
- When able observe senior personnel work habits and confirm why certain direction is taken
- Complete all paperwork in accordance to all stipulations from office personnel in the time lines required and delivered to Cynergy office Monday morning at 7:30 a.m. or in accordance with Article 9.08
- Maintain equipment and filter list
- When requested place any equipment or parts as desired by senior personnel

2nd Period

- Employee has the ability to complete all tasks as required by Period 1
- Solder in a safe clean and efficient manner
- Obtain a Gas 3 license and advise manager of any changes with validation
- Install Gas line and pipe supports and paint upon completion as directed by senior personnel

- Ability to identify gas pipe size and all associated fittings
- Ensure clean and proper company attire is worn during all working hours
- Maintain company vehicle as per vehicle policy
- Ability to communicate with building personnel

3rd Period

- Employee has the ability to complete all tasks as required by Periods 1 and 2
- Ability to service and maintain all pumps up to $\frac{3}{4}$ HP and #4 bearing assembly
- Neat, complete and accurate paperwork
- Arrive at supplier at the time requested by senior personnel, ensure all parts/equipment as required for project are loaded into truck and transport in a safe manner
- Upon completion of any project ensure all excess parts/equipment is returned to proper supplier when directed by senior personnel
- Obtain a Gas 2 license and advise manager of any changes with validation
- Assist with boiler tear downs
- Troubleshoot exhaust fan systems
- Troubleshoot pumps

4th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2 and 3
- Able to layout and install hangers, gas blocks and pipe stays in a safe and efficient manner
- Manage a crew as directed by senior personnel and report on all issues at the end of each work day or as requested
- Instruct new or junior employees on work details, schedule or operation of tools in a safe efficient manner
- Complete take off and install insulation in a safe and efficient manner
- Ability to complete emergency service calls on furnaces, standard/high efficiency boilers systems and water heater controls, not to exceed 400,000 BTU
- Isolate and drain risers

5th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3 and 4
- Obtain a Gas 1 license and advise Management of any changes with validation
- Ensure that all staff are in complete understanding of their required role at the beginning of each work day
- Ensure that all equipment/parts delivery are correct in quantities and on site in a timely and efficient manner
- When completing any project ensure that the time lines of all workers are that which were originally discussed prior to project start day with management

- Upon completion of projects ensure all paperwork including sign off sheet is completed between yourself, customer and management
- Complete preventative maintenances assigned by service department

Journey person

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3, 4 and 5
- Hold a valid Gas 1 license and advise Management of any changes with validation
- Drain and fill hydronic systems
- Complete all preventative maintenance repairs
- Ability to conduct flue gas analysis
- Oversee boiler teardown crew
- Oversee preventative maintenance of junior mechanics and apprentices
- Oversee construction projects as directed by the construction department

SERVICE & PREVENTATIVE MAINTENANCE HVAC/R GUIDELINES:

1ST Period

- Maintain a clean and safe workplace environment
- Take direction from senior personnel in a compliant manner
- All tools are cleaned and ready for next work day
- Punctuality at start of work day and all breaks
- Able to recognize HVAC tools
- Able to identify HVAC equipment
- Able to maintain equipment and filter list
- Able to assist in filter and belt change
- Able to assist in removal of HVAC equipment

2nd Period

- Employee has the ability to complete all tasks as required by Period 1
- Ability to understand the functions of all HVAC tools
- Ability to assist in gas pipe and threading
- Ability to install hangers and insulation as directed by senior personnel
- Ability to identify gas pipe size and fittings
- Ability to properly use an electrical multimeter
- Ability to understand lock-out procedure
- Ability to lift filters safely to work area
- Ability to change filters and belts
- Ability to understand pump and motor functions
- Ability to assist in split-system and ductless installations
- Ability to assist in residential furnace installation
- Ability to assist in approved PVC venting systems
- Assist in boiler teardown

- Ability to speak with building personnel in a professional manner
- Ability to assist in a chimney liner installation up to 6”
- Ability to assist in residential hot water, tankless water heater and residential boiler installation
- Obtain a Gas 3 license

3rd Period

- Employee has the ability to complete all tasks as required by Periods 1 and 2
- Obtain a CSST piping license (corrugated stainless steel tubing)
- Ability to install CSST piping
- Ability to thread and install gas piping
- Ability to use a vacuum pump in a safe and efficient manner, understanding the purpose of the vacuuming
- Understand safety controls in a refrigeration system and why they are used
- Follows lock-out procedures during repairs and maintenance
- Able to wire an electric hot water tank in a safe and effective manner
- Communicates issues relating to equipment operation in a clear and concise manner to customers, Cynergy management and lead hands
- Ability to layout and assist in refrigerant line-set and brazing
- Ability to identify HVAC deficiencies
- Ability to install duct work in a residential application
- Ability to install low voltage controls
- Ability to install approved PVC venting systems
- Obtain a valid ODP license

- Ability to use flaring tool up to $\frac{3}{4}$ "
- Obtain a Gas 2 license

4th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2 and 3
- Instruct junior employees on work details, schedule or operation of tools in a safe manner
- Complete take-off for installation of residential furnace, A/C, ductless, gas line and building fans up to 2 HP
- Ability to work on equipment up to 600V in a safe manner
- Acquire brazing certificate as per TSSA
- Complete building preventative maintenance complete with deficiencies list and be able to complete any identified repairs
- Ability to Re & Re heat pump installations up to 5 ton

5th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3 and 4
- Able to do a complete install of residential water heater, tankless heaters
- Able to do a complete install of residential gas furnace, ductless A/C, split-system A/C
- Able to install roof exhaust fans up to 2 HP
- Able to install a bearing assembly with coupler and motor up to #6 seal
- Ability to rebuild heat pump (water source) up to 5 tons
- Ability to install a chimney liner up to 6"

- Complete residential furnace heat exchanger replacement
- Ability to complete compressor replacement up to 5 ton
- Obtain a Gas 1 license

Journeyman

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3, 4 and 5
- Obtain 313D license
- Ability to manage junior personnel
- Ability to trouble shoot all residential HVAC equipment
- Able to complete boiler maintenance
- Able to complete a boiler teardown
- Ability to trouble shoot rooftop units up to 5 ton
- Ability to trouble shoot MUA up to 5 ton
- Ability to trouble shoot all categories of boilers

SERVICE & PREVENTATIVE MAINTENANCE PLUMBING

GUIDELINES:

1ST Period

- Maintain a clean and safe workplace environment
- Take direction from senior personnel in a compliant manner
- All tools are cleaned and ready for next work day
- Punctuality at start of work day and all breaks
- Ensure all work wear as per Health & Safety policy
- Attend all training seminars as required from senior personnel
- Maintain licenses and notify management of any changes
- Ability to prepare and organize fittings and pipe
- Ability to assemble and install fixtures
- Able to assist senior personnel with the isolation and servicing of fixtures in bathroom group as well as snaking fixture drains
- Ability to recognize all parts/equipment and tools required for residential plumbing
- Ability to use a K-50 drain machine in a safe and efficient manner as directed from senior personnel
- Maintain a current WHMIS certification
- Attend all health & safety meetings
- When requested place any equipment or parts as desired by senior personnel
- When able observe senior personnel work habits and confirm why certain direction is taken
- Complete all paperwork in accordance to all stipulations from office personnel in the time lines required and delivered to Cynergy office Monday morning at 7:30 a.m. or in accordance with Article 9.08.

- Install insulation as directed by senior personnel
- Solder up to 1" pipe

2nd Period

- Employee has the ability to complete all tasks as required by Period 1
- Install insulation with direction
- Ability to use all tools in a safe and efficient manner
- Able to install fire stopping system in floors and walls as directed by senior personnel
- Solder pipe up to 2"
- Ensure clean and proper company attire is worn during all working hours
- Maintain company vehicle as per vehicle policy
- Isolate and repair small leaks
- Isolate and repair drains

3rd Period

- Employee has the ability to complete all tasks as required by Period 1 and 2
- Service and perform preventative maintenance on pumps up to $\frac{3}{4}$ HP and #4 bearing assemblies
- Ability to relay troubleshooting issue to senior personnel in a clear concise manner
- Ability to remove and install plumbing fixtures and appliances with little or no direction from senior personnel
- Ability to understand isolate and repair branch lines and risers in a safe and efficient manner

- Ability to use a camera scope in a safe and efficient manner
- Ability to isolate & service complete bathroom group
- Operate a K-60
- Solder pipe up to 4"
- Operate snap, quickcut, chop saw
- Able to identify and relay to senior personnel in a clear and concise manner components of drainage, domestic and heating system within a residential setting
- Assist in replacing a riser and backflow preventer
- Remove and replace sump pump
- Ability to fire stop and insulate without direction
- Run pex complete with little direction
- Obtain intermediate training certification and advise management of any changes with validation
- Isolate and repair DHW boiler pipe
- Ability to use the 1500 drain machine in a safe and effective manner
- Fixture install (taps & traps) independently
- Tracing and clamping pin hole leaks

4th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2 and 3
- Ability to isolate and service any and all fixtures within a high rise residential system
- Able to identify and relay to senior personnel in a clear and concise manner components of drainage, domestic and heating system within a residential and commercial setting

- Ability to recognize all required parts/equipment and associated materials for the servicing of all plumbing equipment within a residential high rise application
- Has a clear and concise understanding of all labour allotted for himself or junior staff member on any service work required
- Run pex complete without direction
- Isolate and replace domestic hot water storage tanks
- Operate jetter and camera independently
- Read and interpret blueprints with limited assistance

5th Period

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3 and 4
- Ensures that upon delivery all parts/equipment are accurate in quantity and accounted for at completion of project
- Ensures that all junior personnel are working and operating tools in a safe and efficient manner
- Ensure that all staff are in complete understanding of their required role at the beginning of each work day
- Attend all safety courses and maintain all certifications as requested by Management
- Read, understand and use blue prints competently

Journeyman

- Employee has the ability to complete all tasks as required by Periods 1, 2, 3, 4 and 5
- All drain machine operations
- All flushing operations

- Camera/locator work
- Assist in water main repairs
- Assist in sewer repairs
- Competently read and interpret blue prints
- Isolate and drain risers for minor repairs
- Repair and replace pumps up to #5 bearing
- Repair and replace sump pumps
- Ability to relay components of plumbing layout to senior employees (troubleshoot)
- Ability to deal with building personnel in a professional manner
- Ensure that upon delivery all parts/equipment are accurate in quantity and accounted for at the completion of project
- Ensure all junior personnel are working and operating tools in a safe and efficient manner
- Attend all safety courses and maintain certifications as required by law or by management
- Obtain advanced training certification and advise Management of any changes with validation
- Repair/install PEX type pipe
- Has a clear and concise understanding of all labour allotted for himself or junior staff member on any service work required
- Ability to recognize all required parts/equipment and associated materials for the servicing of all plumbing equipment within a residential high rise application
- Assist in replacing riser or BFP
- Ensure company attire is worn during work hours
- Ability to complete electrical for pumps, sumps, DHW tanks, floats installs

- Install fire stopping
- Ability to solder up to 8"

**SCHEDULE “C”
Uniform List**

| Service, Maintenance & Plumbers Uniform | Construction Uniform |
|---|--|
| <ul style="list-style-type: none"> - 3 Pairs of Pants (Flat Front, Pleated or Cargo) - 4 Dress Shirts (Long or Short Sleeve) - 2 Turtlenecks - 2 T-Shirts - 1 Baseball Hat - 1 Winter Hat - 1 Pair of Boots (\$175 max/year) - 1 Winter Jacket - 1 Windbreaker | <ul style="list-style-type: none"> - 3 Pairs of pants (Flat Front, Pleated or Cargo) - 2 Turtlenecks - 4 T-Shirts - 1 Baseball Hat - 1 Winter Hat - 1 Pair of Boots (\$175 max/year) - 1 Winter Jacket - 1 Windbreaker - 1 Pair Coveralls (every 2 years) |

SCHEDULE “D” Tool List

Construction and Plumbers

| Tool | 1 st Period | 2 nd Period | 3 rd Period |
|--------------------------------------|---------------------------|------------------------|---------------------------|
| Basic Hand Tools | X | X | X |
| 8” Combination pliers | | X | X |
| Pipe wrenches; 12, 18, and 24 inches | | X | X |
| Tube cutter – up to 3 inches | | X | X |
| Drywall saw*** | | X | X |
| Welding torch and tank(s) | | X | X |
| B-Tank | | X | X |
| Sawzall | | | X |
| Electrical Tester | | | X |
| Allen Keys*** | | | X |
| Cordless Drill | | | X |
| Socket Set | | | X |

*** Only Plumbers are required to carry these tools.

Service & Preventative Maintenance

| Tool | 1st Period | 2nd Period | 3rd Period |
|--------------------------------------|----------------------------------|------------------------------|----------------------------------|
| Basic Hand Tools | X | X | X |
| Pipe Wrenches; 12, 18, and 24 inches | X | X | X |
| HVAC Multimeter (Minimum CAD 3) | X | X | X |
| Wire Strippers and Crimpers | X | X | X |
| Amp probe and probe tester | X | X | X |
| Purge Hose | X | X | X |
| ½" Socket Set | X | X | X |
| Cordless Drill | X | X | X |
| Trouble Light | X | X | X |
| Thermometer Probe | X | X | X |
| Coil Brush | X | X | X |
| Refrigerant Gauges | X | X | X |
| Carbon Monoxide Detector | | X | X |
| Manometer | | X | X |
| Sawzall | | X | X |
| 4 ½" Hand Grinder | | X | X |
| Schraeder Remover | | | X |
| Refrigeration Gauges R22/410a | | | X |
| Nitrogen regulator | | | X |

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