

COLLECTIVE AGREEMENT

Between

GLOBAL MECHANICAL LTD.

And

**CONSTRUCTION WORKERS
UNION, CLAC LOCAL 6**

DURATION: JUNE 1, 2019 – MAY 31, 2022

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GLOBAL MECHANICAL LTD.

(hereinafter referred to as "the Employer")

and

CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

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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 sheet journeyperson sheet metal workers and apprentice sheet metal workers, all plumbers, plumbers' apprentices, and steamfitters and steamfitters' apprentices in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except for any workers for which another union has subsisting bargaining rights, non-working foremen, persons above the rank of non-working foreman and sales and office staff.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 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, policies and practices to be adhered to by its employees provided such rules, policies and practices 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 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. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. 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 meeting, 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.
- 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.
- 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 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.
- 4.04 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 - 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 New Employees

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 Probation

New employees will serve a probationary period commencing from the date of hire and until having successfully completed sixty (60) days of work. An employee shall receive no credit for days on which he does not attend work or for days where does not perform a full day of regular duties. During the probationary period, 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 21.01, an employee may be discharged during the employee's probationary period at the discretion of the Employer and such discharge shall not become the subject of a grievance.

6.05 Students

- a. The term "Student" shall be applied to an employee hired to normally work only between May and September, and is enrolled in secondary or post-secondary school, or intends to return to a secondary or post-secondary education, or an employee that

works at any time in the year as part of co-operative education program.

- b. A Student employee shall not be eligible for the contributions or payments that flow from Article 13 – CLAC Health Fund and Article 14 – Pension.
- c. A Student shall retain no recall rights as provided by Article 12. Students may progress through the wage grid on the basis of total accumulated hours worked.
- d. When the conditions described in (a) above no longer apply to an individual, the Employer shall determine whether to offer the person regular employment, subject to all of the conditions of the Collective Agreement. Should a student become a regular employee, the probation period, and any other waiting period contemplated by Article 13, or Article 14 shall be waived. His employment date as contemplated by Article 12 shall thereafter be set as the date on which he becomes a regular employee.

6.06 **Sub-Contracting**

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 12.02(d). 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.

ARTICLE 7 - WAGES AND RATES OF PAY

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 employees 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.

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.

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 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, 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, 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 (40) 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 or week, subject to the requirements of each work site.
- 9.03 All work performed in excess of forty (40) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular rate of pay.
- 9.04 All work performed on Saturdays shall be paid at the rate of one and one half (1½) times the regular hourly rate of pay.
- 9.05 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 two times (2x) the regular rate of pay.
- 9.06 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break if the work day

exceeds ten (10) 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.

9.07 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. In the case of inclement weather, the employee shall make reasonable effort to contact his supervisor prior to the beginning of the work day, and if not, may not be eligible for the minimum hours.

9.08 Service call work or shift 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 ($1\frac{1}{2}$) times 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 four (4) hours for each service call that occurs outside the regular hours of work.

ARTICLE 10 - VACATION AND VACATION PAY

10.01 The Employer agrees to pay each employee vacation pay which shall be calculated as ten percent (10%) of hourly earnings. Employees who have worked for the Employer

for five (5) years or more shall receive eleven percent (11%) of hourly earnings. Employees who have worked for the Employer for ten (10) years or more shall receive twelve percent (12%) of hourly earnings. Vacation pay earnings shall be paid with every pay period.

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 two (2) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer's business.

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 Articles 10.01 and 10.03.

11.03 An employee required to work on a day listed in Article 11.01 shall also receive Holiday Premium Pay which shall be calculated as two times (2x) the total number of regular hours worked in a week.

ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL

12.01 Seniority is the ranking of employees in accordance with their length of employment within their respective job classifications. Seniority of current employees covered by this Agreement shall be calculated from the date of hire. New employees, after successfully completing their probationary period, shall be added to the seniority list with seniority attributed from the date of hire. Separate seniority lists shall be maintained for each job classification as identified by Schedule "A" and these lists 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 six (6) consecutive months;
- e. fails to report on the first day following the expiration of a leave of absence without just cause;
- f. is absent for a period of more than twenty-four (24) months due to a bona fide injury, or illness;
- 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 within their classification to determine the appropriate order of layoff. Classifications shall be as set out in Schedule “A” of this Agreement. In general, the employee having most seniority within his classification shall be laid off last and recalled first, provided the employee, at the sole discretion of the Employer, has the necessary skill, ability, and possesses the qualifications to perform the available work. The discretion exercised by the Employer in determining the order of layoff, or which employees to lay off shall not be unreasonably exercised. In all cases of layoff, probationary employees and students shall be laid off first.

12.04 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 the employee's current phone number.

ARTICLE 13 - HEALTH BENEFITS

13.01 In order to protect the employees from the financial hazards of illness, accident and the maintenance of health, the Employer agrees to pay the full premium, required for single or family coverage as appropriate, for a health benefit plan to all employees who have completed probation. The health benefit plan shall include no lesser than:

- a. Life Insurance: one hundred thousand dollars (\$100,000.00);
- b. Accidental Death and Dismemberment: one hundred thousand dollars (\$100,000.00);
- c. Spousal Life Insurance: ten thousand dollars (\$10,000.00);
- d. Child Life Insurance: five thousand dollars (\$5,000.00);
- e. Extended Health Care Plan with semi-private hospitalization coverage, a drug card equal to ninety percent (90%) reimbursement (ninety-five percent [95%] reimbursement as a preferred providers), a vision care plan paying a maximum of three hundred and fifty dollars (\$350.00) per individual in any twenty-four (24) month period, and paramedical

expense coverage of six hundred dollars (\$600.00) per year, per practitioner;

- f. Dental Care Benefit: Basic, Endodontic and Periodontal services with one hundred percent (100%) reimbursement up to a maximum benefit of one thousand five hundred dollars (\$1,500.00) per individual per calendar year. Major restorative services with fifty percent (50%) reimbursement up to a maximum of one thousand five hundred dollars (\$1,500.00) per individual per calendar year.

13.02 The Employer acknowledges that the health benefit plan shall provide for Long Term Disability insurance coverage (“LTD”). The Employer shall deduct the monthly cost of such LTD coverage, in equal parts, from each employee’s pay cheque.

13.03 Eligibility to participate and entitlement under the health 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 such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned by the Employer will use its best efforts to help adjust and settle any such disputes. It is understood that nothing herein shall be construed to make the Employer the insurer of the benefits. The Employer’s obligation is entirely fulfilled by the payment of the premiums associated with the health benefit plan.

13.04 The Employer will not make changes to the health plan, except with written agreement of the Union. The Union will not unreasonably withhold its approval when such changes, including changes to the plan's provider, do not reduce the benefits provided.

13.05 Where coverage under the health benefit plan ceases for the plan participant because of age, an amount equivalent to the contributions to the health benefit plan as outlined in Schedule "A" will be paid to the employee on each paycheque. This payment, in-lieu of contributions to health benefit plan, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the plan. It is further understood these payments will be subject to taxes and other deductions stipulated federally or by this Collective Agreement.

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.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

15.01 The Employer shall remunerate employees for travel time and mileage to all worksites, as follows:

- a. All distances referenced herein shall be measured as the shortest route, on a paved road, and as calculated by Google maps, or equivalent;
- b. There shall be a free travel zone of seventy (70) kilometers around the employer's base of operations.
- c. In consideration of time spent travelling, when a worksite is outside the free travel zone, an employee shall be paid daily as follows;

Distance from Worksite	Mileage Allowance
0-70 km	Free Zone
71 - 80 km	\$30.00
81 - 90 km	\$35.00
91- 100km	\$40.00
Each 10 km +	\$ 5.00

15.02 When employees are sent to work on a project beyond one hundred and forty (140) kilometres from their primary place of residence, and provided the project is not within the free zone described in Article 15.01 b., and provided that they remain working on such project for consecutive days (in excess of one work day) they shall, in addition to the allowance contemplated in 15.01:

- a. be paid a daily subsistence allowance of forty-five dollars (\$45.00) for each day spent out of town;
- b. be provided, in the opinion of the Employer, with suitable accommodation;
- c. 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(c) for the trip to and from the project each week.

15.03 The Employer shall reimburse employees for parking fees incurred for parking at sites where free parking is not readily availability. Such reimbursement is provided upon presentation of receipts and prior agreement with the Employer.

15.04 In the event that a work site is of such distance from the Employer's base of operation, or in the event of a local project with unique scheduling requirements, further modification to the provisions of Article 9 – Hours of Work, or Article 15 – Transportation, Travel and Room and Board may be introduced by way of written 'Project Site Agreement' between the Employer and the Union in advance of any work beginning at such work site.

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.

16.03 While attending safety training courses authorized by, or required of the employee by the Employer, employees will receive their regular hourly rate of pay for time spent in class, but such hours shall not attract benefit or pension contributions, nor shall such hours be used in the calculation of total regular hours worked in a day, or in a week for the purpose of determining eligibility for pay at overtime premium rates. No pay shall be made for time or mileage in connection to travel to and from such courses. For clarity, the parties agree that safety training includes First Aid / CPR when an employee is assigned to acquire such training by the Employer.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

- 17.01 The Employer will furnish employees with all necessary personal protective equipment (except for Hard Hats, Safety Boots, Gloves and Florescent Vest) 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 at the discretion of the Employer, subject to disciplinary action.
- 17.02 Employees are responsible to bring their own tools as identified at Schedule “B”. The Employer shall supply all other tools necessary for employees to perform their work.
- 17.03 The Employer shall provide an annual safety boot allowance of two-hundred dollars (\$200.00) for each employee, payable upon submission of a receipt.

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 (the "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 AND JURY DUTY

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

20.02 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 shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.

20.03 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 an immediate family member which shall include;

- a. The employee's spouse, common-law spouse or same-sex partner,
- b. The employee's parent, step-parent, foster parent, or parent of his spouse, common-law spouse or same-sex partner,
- c. The child, step-child, foster child or, grandchild or step grandchild of the employee or the employee's spouse, common-law spouse or same sex partner;
- d. The spouse, common-law spouse or same sex partner of the employee's child, step-child, or foster child;
- e. The employee's brother or sister

20.04 An employee shall be granted a one (1) day leave of absence at his regular rate of pay to attend the funeral of an aunt, uncle, niece, nephew, cousin of the employee, a grandparent, or step-grandparent of the employee or the employee's spouse, common-law spouse or same sex partner.

20.05 The Employer shall pay the regular daily wages of an employee while serving as a juror, less any daily stipend or reimbursement from the court, for up to ten (10) work days provided the employee:

- a. notifies the Employer immediately that he is required to attend court for jury selection; and,
- b. presents 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 disciplinary record 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.

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 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.
- 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 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 - SEVERABILITY

25.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation or by decision of the Ontario Labour Relations Board or any Court of competent jurisdiction, such

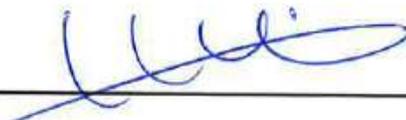
invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

ARTICLE 26 - DURATION

26.01 This Agreement shall be effective June 1, 2019 and it shall remain in effect until May 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 Mississauga ON, this 25th day of
July, 2019.

Signed on behalf of
GLOBAL MECHANICAL LTD.

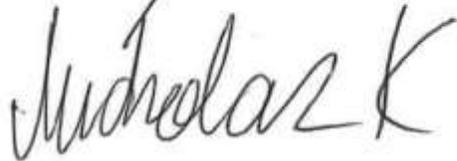
Per  Tony Cosic

Per _____

Signed on behalf of
CONSTRUCTION WORKERS UNION, CLAC LOCAL 6

Per  _____

Per  _____



**GLOBAL MECHANICAL LTD.
COLLECTIVE AGREEMENT JUNE 1, 2019 – MAY 31, 2022**

**SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES**

June 1, 2019

Sheet Metal Worker		Hourly Wage	Vacation Pay	Pension	E&A Fund	Ind. Fund	Total
	Foreperson	45.40	4.54	4.60	0.20	0.20	54.94
	Senior Journeyman	41.40	4.14	4.60	0.20	0.20	50.54
	Journeyman	40.40	4.04	4.60	0.20	0.20	49.44
	Probationary Journeyman	39.40	3.94	4.60	0.20	0.20	48.34
Plumber							
	Foreperson	48.65	4.87	4.60	0.20	0.20	58.52
	Senior Journeyman	45.15	4.52	4.60	0.20	0.20	54.67
	Journeyman	43.15	4.32	4.60	0.20	0.20	52.47
	Probationary Journeyman	41.15	4.12	4.60	0.20	0.20	50.27

June 1, 2020

Sheet Metal Worker		Hourly Wage	Vacation Pay	Pension	E&A Fund	Ind. Fund	Total
	Foreperson	46.55	4.66	4.60	0.20	0.20	56.21
	Senior Journeyman	42.55	4.26	4.60	0.20	0.20	51.81
	Journeyman	41.55	4.16	4.60	0.20	0.20	50.71
	Probationary Journeyman	40.55	4.06	4.60	0.20	0.20	49.61
Plumber							
	Foreperson	49.80	4.98	4.60	0.20	0.20	59.78
	Senior Journeyman	46.30	4.63	4.60	0.20	0.20	55.93
	Journeyman	44.30	4.43	4.60	0.20	0.20	53.73
	Probationary Journeyman	42.30	4.23	4.60	0.20	0.20	51.53

GLOBAL MECHANICAL LTD.
COLLECTIVE AGREEMENT JUNE 1, 2019 – MAY 31, 2022

June 1, 2021

Sheet Metal Worker		Hourly Wage	Vacation Pay	Pension	E&A Fund	Ind. Fund	Total
	Foreperson	47.70	4.77	4.60	0.20	0.20	57.47
	Senior Journeyman	43.70	4.37	4.60	0.20	0.20	53.07
	Journeyman	42.70	4.27	4.60	0.20	0.20	51.97
	Probationary Journeyman	41.70	4.17	4.60	0.20	0.20	50.87
Plumber							
	Foreperson	50.95	5.10	4.60	0.20	0.20	61.05
	Senior Journeyman	47.45	4.75	4.60	0.20	0.20	57.20
	Journeyman	45.45	4.55	4.60	0.20	0.20	55.00
	Probationary Journeyman	43.45	4.35	4.60	0.20	0.20	52.80

Notes:

1. An indentured apprentice shall receive a wage rate and pension contribution that are determined by using the journeyman rate (i.e. not the probationary or senior rate) as follows:

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

2. An employee that is already employed with the Employer, and who becomes indentured as an apprentice shall experience no reduction in wage.
3. Foreman Premium – The Employer may appoint an employee to serve as a foreman at its sole discretion. Generally, the designation shall apply to employees that have reached the top level of their respective classification for an employee who is able to demonstrate skill as a leader in the workplace and who is proficient at the work assigned to him.
4. A newly hired journeyman may be assigned to the probationary classification, for as long as the probation period. A plumber that has been employed continually with the Employer for two (2) years shall be classified as a senior journeyman.

SCHEDULE “B” TOOL LIST

All Employees

All journeyman and apprentice employees will supply the following personal tools;

▪ measuring tape of at least twenty-five feet (25')
▪ hammer
▪ nine or twelve inch torpedo level
▪ plumb bob and line
▪ chalk line
▪ allen wrench set
▪ full set of screwdrivers
▪ full set wrenches
▪ full set of sockets – imperial and metric
▪ drywall saw

Plumbers/Pipefitters

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

▪ 8” combination pliers
▪ pipe wrenches; 12, 18, and 24 inches
▪ tube cutter - up to 3 inches

Sheet Metal Workers

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

▪ scratch awl
▪ tinner's hammer (16 ounces)
▪ scribe
▪ tin snips (red/green/yellow)
▪ pair of pliers
▪ hacksaw frame
▪ vice grips
▪ pair of folding tongs
▪ 6" and 12" divider
▪ centre punch
▪ cold chisel 12"

MISSISSAUGA MEMBER CENTRE

1-2555 Meadowpine Blvd.

Mississauga ON L5N 6C3

T: 905-812-2855

TF: 800-268-5281

F: 905-812-5556

mississauga@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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