

**COLLECTIVE AGREEMENT BETWEEN  
ONYX-FIRE PROTECTION SERVICES INC.**

**(hereinafter referred to as "the Employer")**

**and**

**U.A. LOCAL 853 SPRINKLER FITTERS OF  
ONTARIO**

**(hereinafter referred to as "the Union")**

**OCTOBER 1, 2019 TO SEPTEMBER 30, 2022**

## **Index**

Article 1	Purpose
Article 2	Recognition and Union Shop
Article 3	No Discrimination
Article 4	Strikes or Lockouts
Article 5	Management Rights
Article 6	Union Security
Article 7	Union Representation and Union Action
Article 8	Seniority
Article 9	Union / Management Consultation Committee
Article 10	Safety and Health
Article 11	Grievance Procedure
Article 12	Arbitration
Article 13	Vacancies, Promotions and Transfers
Article 14	Leave of Absence, Bereavement and Jury Duty
Article 15	Report In
Article 16	Disciplinary Action
Article 17	Hours of Work, Premium Time, Overtime and Pay Day
Article 18	Job Classifications and Wage Rates
Article 19	Continuing Education and Training
Article 20	Paid Holidays and Floaters
Article 21	Vacations
Article 22	Employee Benefits
Article 23	Bargaining Unit Work
Article 24	Incorporation of Letters of Intent and Appendices
Article 25	Duration

## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a method 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.

## **ARTICLE 2 - RECOGNITION AND UNION SHOP**

- 2.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent of all employees of Onyx-Fire Protection Services Inc. employed in fire protection services in the Province of Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff.
- 2.02 No employee shall ask or be permitted to make any verbal or written agreement which may conflict with this Agreement.

## **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Union shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, color, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, Union membership or activity, family relationships, place of residence, political affiliation or activities, or sexual orientation.
- 3.02 Any reference to the male gender shall be deemed to include the female gender and vice versa.

## **ARTICLE 4 - STRIKES OR LOCKOUTS**

- 4.01 There shall be no strikes or lockouts during the term of this Collective Agreement. The definitions of the terms "Lockout" and "Strike" as used in this Article shall be as defined in the *Ontario Labour Relations Act*.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that the management of the business and direction of the working force are fixed exclusively in the Employer, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) to maintain order and efficiency;

- b) to hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline; seniority employees for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt within accordance with the grievance procedure hereinafter provided;
- c) make, enforce and alter reasonable rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Employer, and the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.
- e) the Employer agrees that it will not exercise the rights contained herein in a manner inconsistent with the provisions of this agreement.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 As of the date hereof all future employees shall as a condition of employment, become members of the Union, and all present members shall remain members of the Union. All employees shall have deducted from the second weekly pay of the month a sum equivalent to regular monthly union dues as contained in and authorized by the policies and Constitution of the Union. Such deductions shall first commence upon the pay period as noted above following the start of the employee's employment. "Employees who do not have Union dues deducted in a month they receive pay shall have those dues deducted the following month.
- 6.02 The Employer shall notify the Union by email prior to the hiring of all manpower. The Employee must sign with the Union within 15 days of employment. A referral slip will be sent from the union to the employer once the employee has signed the application forms.
- 6.03 The Employer Shall notify the Union on the successful or unsuccessful completion of the probation.
- 6.04 The Employer will submit with the monthly remittances a list of any terminated Employees.
- 6.05 The Employer agrees to remit such deducted monies no later than the 15th of the month in which such dues are deducted to U.A. Local 853 Sprinkler Fitters of Ontario, along with a list of employees for whom such deductions are made and specify the amounts deducted from each, their respective classifications, and if no deductions are made, the reasons for such failure to deduct.

- 6.06 The Employer also agrees to deduct the amount of the Union initiation fee from the wages of each new employee and to remit such amounts to the Union not later than the 15th day of the following calendar month.
- 6.07 RECEIPT FOR INCOME TAX PURPOSES: Union dues' deduction receipts for income tax purposes will be issued by the Employer on the employees' yearly T-4 slips.
- 6.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

#### **ARTICLE 7 - UNION REPRESENTATION AND UNION ACTION**

- 7.01 The Employer acknowledges the right of the Union to appoint, or otherwise select two (2) shop stewards and (1) alternate. The Union will notify the Employer in writing of the names of the shop stewards and the alternate.
- 7.02 The Employer will provide a bulletin board for the use of the Union at an appropriate location. The Union will have the right to post notices relating to matters of interest to the Union and the employees, subject to their prior review and approval of the Employer. Such approval shall not be unreasonably withheld.
- 7.03 The Employer shall acquaint any new employees upon commencement of their employment with the fact that a Collective Agreement is in effect. The Employer will provide the new Employee with a list of the names of the Union Stewards and indicate on it who the Employee's Stewards are. The Employer agrees to provide the Union Stewards with one copy of the Collective Agreement for each employee in the bargaining unit at the time of hire. The Employer further agrees to provide copies of the Collective Agreement to all employees once per contract term.
- 7.04 The shop stewards or their alternate shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, involving the investigations and processing of grievances, attendance at meetings with Management, and participation in negotiations, conciliation, mediation, and arbitration, unless it interferes unduly with the Company's normal operation. Permission to leave work during working hours for such purposes shall first be obtained from their supervisor, but such permission shall not be unreasonably withheld.
- 7.05 The Employer agrees to pay lost time at the regular straight time hourly rate of pay in order to allow the Union stewards, or in their absence the alternate stewards, to perform their functions as stipulated in this Article, with the exception of conciliation, mediation, and arbitration.
- 7.06 It is agreed that the Union Negotiating Committee shall consist of the stewards and the Union Business Manager, and/or an Officer of the Union appointed by the Business Manager.

7.07 Leave of absence without pay shall be granted for up to five (5) days per year (and up to two (2) days per occasion) per Union Steward who is required by the Union, for the purposes of attending specified Union functions such as meetings, conventions, training and education, etc. Any Steward seeking such leave shall apply for it in writing at least 20 days before it commences.

7.08 ACCESS TO PREMISES

Upon reasonable notice the Employer agrees to make a room available to a representative of the Union to meet with the steward(s) between 9:00 a.m. and 5:00 p.m., Monday to Friday. Such meetings will be regarding the administration of the Collective Agreement, and will be arranged so as too not disrupt production.

7.09 ACCESS TO PERSONNEL RECORDS

An employee, or the representative of the Union or his/her designate with the permission of the employee, shall be entitled to review the employee's personnel file at any disciplinary meeting.

7.10 The Employer shall provide the Union office and the Union stewards with:

- a) A list of employees in the bargaining unit ranked according to seniority and job classification every six (6) months.
- b) Notification in writing as soon as is reasonably possible of discharges, suspensions, layoffs, recalls, any written discipline, workplace lost time injuries and resignations.

**ARTICLE 8 - SENIORITY**

8.01 PROBATIONARY PERIOD

- a) **DEFINITION:** Seniority is defined as the employee's length of continuous service with the Employer, from their most recent date of hire into this bargaining unit. "Seniority will only be recognized between employees in the same job classification, with the same skill qualifications. There will be no overall seniority. In the event of a layoff, the employee(s) with the least amount of continuous service within their job classification shall be laid off, regardless of whether or not there are other employees with less continuous service in another job classification or skill qualification level.

- b) Newly hired employees shall serve a probation period of ninety (90) days of work and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his or her seniority within his/her job classification dated back to his/her original date of hire. It is understood that during the probationary period an employee shall be considered as being employed on a trail basis and may be discharged at the discretion of the employer. The employer shall not administer the Article in a manner that is discriminatory, arbitrary or in bad faith.
- 8.02 Where two (2) or more employees are hired on the same day their seniority shall be ranked by employee numbers assigned at the time of hire; the lowest number shall be deemed to represent the highest seniority.
- 8.03 The Employer shall:
- a) Within 30 calendar days following the signing of this Agreement, prepare and post an up to-date seniority list, showing the names, classifications and seniority dates of employees who have completed their probationary period;
  - b) Revise and post the seniority lists every six (6) months following the initial posting;
  - c) Provide the Union and the employees with a copy of such seniority lists every 6 months. The list shall be sent via email and posted on the Technicians bulletin board.
- 8.04 An employee shall lose his seniority standing and shall cease to be employed by the Employer upon the occurrence of any of the following circumstances:
- a) when an employee voluntarily terminates his employment or retires;
  - b) when an employee is discharged for just cause and is not subsequently reinstated;
  - c) when an employee has been laid off continuously or otherwise not actively employed for a period of eighteen (18) months.
  - d) when an employee fails to return to work within eight (8) working days of being notified by registered mail of his recall from layoff. It shall be the responsibility of the employee to notify the Employer as soon as possible of any change in their address. Notices sent by registered mail to the last address given shall be deemed to have been received by the employee within two (2) business days of their mailing.
  - e) If the employee is absent from work for three (3) consecutive scheduled working days without notifying the Employer with a valid reason for such absence or without a valid reason for failing to provide such notice.

- 8.05 When circumstances require a reduction in the working force, the Union is to be notified immediately by email, probationary employees shall be laid off first. Thereafter, employees will be laid off in the inverse order in which their names appear on the seniority list, provided that the employees who remain because of greater seniority possess the training, experience and qualifications to perform the work that is available. For the purposes of this Article, a lay-off means a lay-off of more than two (2) working days.
- 8.06 In cases of recall from layoff, employees will be recalled in order of their seniority, provided they have the training, experience and qualifications to perform the work available. Recall shall reverse the order of the layoff so that employees move to their positions held prior to the layoff .

#### **ARTICLE 9 - UNION/MANAGEMENT CONSULTATION COMMITTEE**

- 9.01 A Union Management Consultation Committee shall be appointed consisting of the Union Stewards and Up to two (2) representatives from the Employer. The Committee shall meet at the request of either party, not more than three times in a twelve (12) month period, for the purpose of discussing all matters of mutual concern, when given written notice within a period of no more than twenty-one (21) days from the date such request was received.

#### **ARTICLE 10 - SAFETY AND HEALTH**

- 10.01 The Employer and the Union agree that they will co-operate to the fullest practical extent in the prevention of accidents and in the promotion of the safety and health of employees, and in this endeavor it is recognized that the employees may bring any problems in these areas to the attention of Management, the Union, and/or the Health and Safety Committee.
- 10.02 The Employer agrees to recognize two (2) members of the bargaining unit who shall be elected or appointed as the Health and Safety Representatives of which at least one Representative will be a Shop Stewart. The Health and Safety Representatives shall participate in all meetings of the Employer's Joint Health and Safety Committee and shall be 'compensated at their regular or premium rate of pay, and in accordance with the Collective Agreement. One (1) of the Union Health and Safety Representatives shall be "core certified. II
- 10.03 The Employer will provide employees with the necessary safety wear as required on the job. Such items shall include but are not limited to hard hats, rubber boots, work gloves, protective eye wear and hearing protection for their personal use.
- 10.04 The Employer shall provide employees a sum not to exceed \$200.00 per year toward the reimbursement for CSA approved safety footwear, the employee to provide a receipt if requested.



- 10.05 The Employer will make available winter parkas for any employees required to work outside, with the Employer paying 75% of the cost of parkas and the employee paying the remaining 25%. The Employer will further provide the following items:
1. five (5) work shirts;
  2. two (2) pair of coveralls,
- to each employee in the bargaining unit.
- 10.06 The Employer shall ensure that each Company work vehicle is equipped with the necessary safety equipment, including but not limited to a fire extinguisher and a regulation industrial quality first aid kit.
- 10.07 Should an employee be sent home or sent for treatment as a result of an accident covered by the *Workplace Safety & Insurance Board Act*, they shall be paid for the remainder of their normal shift of work on the day of the accident by the Employer at the rate of pay lost.
- 10.08 Should an employee be unable to complete a work assignment due to unsafe work conditions such employee shall be assigned to alternative work, if available.
- 10.09 The Employer shall supply all tools and equipment other than personal hand tools needed by the Employee to perform his day to day duties. The Employee shall see that all tools and equipment are collected each day and kept safe and in proper working condition.

#### **ARTICLE 11 -GRIEVANCE PROCEDURE**

- 11.01 For the purpose of this Agreement "working days" shall mean Monday through Friday inclusive, not including Holidays or other days on which the Employer's office premises are closed.
- 11.02 A grievance is a dispute concerning the administration or alleged violation of this Agreement. It is the mutual desire of both parties that any grievance or complaint should be adjusted as quickly as possible, and if no adjustment is possible, then the following procedure shall apply:
- 11 .03 Step 1 If an employee believes he has a grievance, he shall first take it up orally with the President or his designate. If the response is not satisfactory to the employee the employee and/or the Union steward may, within ten (10) working days of the date upon which the alleged circumstance or event giving rise to the grievance should have become known to the employee, proceed to Step 2 of the grievance procedure.
- 11 .04 Step 2 The grievance, which shall be reduced to writing, should be submitted by the employee and/or the Union steward to the President or his designate within the above noted period. The Employer will reply to the grievance in writing within five (5) working days of its submission.

- 11.05 Step 3 If the decision of the Employer under Article 11.04 is not satisfactory to the employee(s) concerned the Union may submit an appeal within ten (10) working days of Employer's response to the President or his designate requesting that the grievance proceed to Step 3. The Employer Representative(s), the Union Business Representative and Union stewards along with the grievor will meet within ten ( 10) working days or within a reasonable, mutually agreed too period to discuss the grievance. The Company will deliver their reply to Step 3 of the grievance procedure within five (5) working days following the meeting.
- 11.06 A grievance which is not settled following the decision of the Employer at Step 3 may be referred to an Arbitration Board in accordance with Article 12 of this Agreement by either party upon written notice to the other.
- 11.07 An extension of the time limits prescribed in this Article must be agreed to by both parties in writing.
- 11.08 A group grievance or policy grievance may be filed at Step 3 but must be discussed with the Employer before being filed. A group or policy grievance is one defined as affecting more than a single employee, in which the circumstances of the grievance are essentially the same. Policy grievances may be filed directly by the Union to the President or his designate.

## **ARTICLE 12 - ARBITRATION**

- 12.01 After exhausting the grievance procedure established by this Agreement, and in the event that arbitration is desired by either party, then the other party shall be notified in writing not later than fifteen (15) working days (excluding Saturday, Sunday & Holidays) after the date that the reply of the Employer at Step 3 is due. Such notice shall contain the names of the three per-posed persons to chair the one person Board of Arbitration. It is understood that any question as to whether a matter is arbitrable may also become a subject for arbitration. The recipient of the notice shall, within five (5) working days, either agree to one of the proposed chairs or suggest a list to which the original party shall reply with within five (5) working days. In the event the Chair is not selected within the time limit allowed, either party may apply to the Ministry of Labour for the province of Ontario who shall have the power to effect such an appointment.
- 12.02 The Arbitration Board shall hear and determine the differences between the parties and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitration Board shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions in thereof, nor give a decision inconsistent with the terms or provisions of this agreement. However, an Arbitration Board shall have the power to review the severity of a disciplinary penalty and to substitute whatever penalty it finds to be just and reasonable in the circumstances.
- 12.03 Each party to this Agreement will bear its own costs in relation to the above arbitration. The parties will jointly and equally bear the cost of the Chair.

## **ARTICLE 13 - VACANCIES, PROMOTIONS AND TRANSFERS**

- 13.01 In the event of a vacancy in the bargaining unit or the creation of a new bargaining unit position, the following procedure shall apply, with the understanding that all such openings may be applied. for voluntarily:
- a) the vacancy shall be posted for seven (7) working days, Monday through Friday and excluding statutory holidays, and shall indicate the requisite qualifications, rate of pay, shift and duties;
  - b) employees who have completed their probationary period may. apply in writing for the posted job;
  - c) if two or more employees apply, the job will be awarded on the basis of factors such as skill, ability, and qualifications. If such factors are relatively equal, the Employer shall then award the job to the most senior employee who applied for the position;
  - d) in the event that no employee with seniority and the necessary skill, ability and qualifications applies, the Employer may fill the position with a probationary employee or hire a new employee in accordance with Article 2 of this Agreement.
  - e) the Employer will be required to post the vacancy or new bargaining unit position and the first vacancy which results from the filling of such position. Any subsequent vacancy which results form the filling of such position will be filled at the Employer's discretion.
- 13.02 Where an employee is transferred under 13.01 and at any time during the following thirty (30) calendar days cannot perform the job, the employee shall be returned to their former position. During this time any hire or transfer to the vacancy created by the first transfer shall be deemed to be a temporary transfer. The higher job rate will be provided on a temporary transfer of two (2) hours or more.
- 13.03 An employee who is temporarily assigned to a job under this provision for a period longer than one full shift shall be paid the greater of their own base wage rate or the base wage rate of the job to which they are temporarily transferred for all hour worked in the temporary position. "Any disputes concerning application of this Article will be resolved by a joint Employer/Union Committee." Creation of new Bargaining Unit Positions is currently addressed under Article 18.03 of the existing Collective Agreement

## **ARTICLE 14 - LEAVE OF ABSENCE. BEREAVEMENT AND JURY DUTY**

- 14.01 The Employer may grant an unpaid leave of absence for legitimate personal reasons. Requests for such leaves shall be made in writing at least ten (10) working days prior to the intended commencement of the leave wherever possible. Any such leave of absence shall not exceed three (3) months but may be extended by agreement of the parties in writing. In all cases, the Employer shall notify the employee in writing of their decision within five (5) working days of the request being received. It is agreed that not more than a maximum of two (2) employees may be on leave at anyone time. The Employer agrees that any request for leave will not be unreasonably denied.
- 14.02 **BEREAVEMENT LEAVE:** In the event of death of a family member, an employee shall be granted a paid bereavement leave as follows:
- (a) their next three (3) consecutive scheduled working days in each case of death of a spouse, child, mother, father, sister, brother, grandparents, stepchildren, stepparents, parents-in-law, sister-in-law and brother-in-law of the employee;
  - (b) their next two (2) consecutive scheduled working day in each case of death of a grandparent, aunt, uncle, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandchild and grandparent and great-grandparents of spouse.
  - © In each case, two (2) additional unpaid days will be granted to attend a funeral or service held out of province or in case such service or funeral is further than three hundred (300) kilometers from the employee's residence.
  - (d) Employees may apply to the Employer for an additional two (2) days of bereavement leave in the event of the death of any family member as set out in (a) and (b), and such request shall not be unreasonably denied.
- 14.03 Male employees shall be granted one day paid leave of absence to attend the birth of their child where such occurs on a working day.
- 14.04 **JURY DUTY & WITNESS PAY:** The Employer agrees to make up the difference between statutory pay, excluding travel and meal allowances, and the employee's regular rate of pay for employees called for jury duty or as a subpoenaed witness in a criminal or civil proceeding.

- 14.05 In the case of absence for more than three (3) days, due to illness or non occupational accident which prevents an employee from working, the employee must provide a doctor's certificate to substantiate the reason for the absence and the expected length of absence if possible. The Employee is expected to call in at least one (1) hour prior to the commencement of their shift to advise of their absence. The Employer shall pay for the cost of any medical certificate required under this Article. Nothing in this Article shall prevent the Employer from requiring an employee to provide a medical certificate or otherwise substantiate an absence if the employee's attendance record so warrants .
- 14.06 PARENTAL AND MATERNITY LEAVE: shall be granted in accordance with the *Employment Standards Act of Ontario*.

### **ARTICLE 15 - REPORT IN**

- 15.01 In the event the Employer becomes aware that there will be no work available for employees on their next scheduled shift, the Employer will make reasonable efforts to notify employees by telephone that they need not report. It will be the responsibility of the employees to advise the Employer of their current home telephone number. Where the Employer fails to make reasonable efforts to notify employees by telephone not to report, employees who report for work shall be guaranteed a minimum of four (4) hours pay at the appropriate rate. This shall not apply where an employee is prevented from working or coming to work because of fire, flood, strike or circumstances beyond the control of the Employer .

### **ARTICLE 16 - DISCIPLINARY ACTION**

- 16.01 No seniority employee will be disciplined or discharged without just cause.
- 16.02 When discipline of an employee is imposed by the Employer, the Employer shall advise the employee's Steward of the pending discipline, or if unavailable any steward or alternate, and the Steward shall be made available and be present during the discipline procedure unless the employee objects to the Steward's presence. The Employer will give notice in writing of the reasons for the discipline to the employee and the steward within two (2) days of the imposition of the discipline.
- 16.03 When an employee is to be suspended or dismissed and the circumstances permit, the employee shall be allowed to meet with a Steward for a reasonable period of time (not to exceed twenty (20) minutes) at a time and place convenient to the Employer before the employee leaves the Employer's premises.
- 16.04 An employee's files will have all disciplinary actions removed from said file after a period of twenty-four (24) consecutive months have elapsed, provided that the offence has not been repeated and no further related discipline has been issued within the above noted period.

16.05 A claim by an employee that he has been unjustly suspended or discharged shall be treated as a grievance beginning at Step 3, provided such claim is lodged with the Employer no later than seven (7) working days following the employee's suspension or discharge.

**ARTICLE 17 - HOURS OF WORK, PREMIUM TIME, OVERTIME AND PAY DAY**

17.01 a) Forty hours shall constitute a standard work week. Eight hours shall constitute a standard work day, with such hours being worked between 6:00 a.m. and 6:00 p.m. from Monday to Friday.

b) Shift work may be established providing it is prescheduled one week in advance and a shift premium of 7% shall apply for the entire shift. The 7% shift premium shall also apply to overtime rates.

17.02 a) All work performed other than during the standard hours of work as outlined in Article 17.01 from Monday to Friday shall be paid at the rate of time and one half (1 ½).

b) Employees wishing to do make up time Monday to Friday may do so if agreed to by the Employer.

17.03 Scheduled hours of work for employees scheduled to work out of town shall be posted one calendar week in advance for the convenience of the Employer and the employees. Scheduled hours of work for all other employees shall be posted as soon as is reasonably possible.

17.04 All hours worked on Sunday shall be considered overtime and shall be compensated at Double (2X) time.

17.05 Call Backs and Call Ins - Where an employee has completed their normal shift and has left the premises and then is recalled to perform further work, they shall be paid time and one-half for such work, with a minimum guarantee of four (4) at time and one-half. This Article will not apply if the reason for the call-back or call-in is a result of employee negligence.

17.06 In the event an employee is required to work more than two (2) consecutive hours immediately after his normal shift in a day, the Employer will pay the employee a \$14.00 meal allowance to be paid in cash.

Should an Employee be dispatched to a service call within the last hour of his/her regular shift and such call extends to a maximum of three (3) hours past the regular shift, they shall be paid one half (½) hour travel time in addition to any payable hours.

17.07 On-Call Employees - Where an employee is required to wear a pager and be on call for emergency work in his classification outside the hours of his normal shift, he will be compensated at the rate of Eighteen Dollars (\$18.00) per day he is required to be on call for weekdays, Monday through Friday. The on call rate for Saturday, Sundays and Holidays shall be Twenty-Five Dollars (\$25.00) per day.

17.08 Service Calls - Where an employee is required to respond to a Service Call outside the hours of his normal shift, he shall be guaranteed a minimum of two (2) hours pay at time and one half (1 ½) for all Service Calls between Monday to Friday up to 12:00 a.m.(midnight) and a minimum two (2) hours pay at double time (2X) for all Service Calls between Monday and Friday after 12:00 a.m. (midnight) and the start of their next regularly scheduled shift and Saturdays and Sundays. Hours worked on Service Calls shall be calculated from the time the employee leaves his residence.

17.09 Mileage - Employees required to use their own vehicles for transportation to and from job sites shall receive compensation at the prescribed rate by Canada Revenue Agency per kilometer, regardless of the type of vehicle. The rate will be evaluated each year before October 1<sup>st</sup>.

17.10 Out of Town Accommodation and Daily Travel

**Daily Travel**

- a) Should any employee be required to work outside the GTA which is determined to be a 50 km radius from Toronto City Hall the employee shall be paid their regular rate of pay while travelling from said area to the job site and return at straight time. For all other areas outside the GTA a 25 km radius from City Centre where the employee reside will apply. Employees using their own vehicle will be paid applicable mileage as referred to in Article 17.09.

**Out of Town Accommodation**

- b) Should an employee be required by the employer to work at a job that is more than 150 kms from the perimeter of the GTA area or 150 kms from all other areas as described in Article 17.10 (a), the employer will arrange and pay for accommodations at a clean and reputable hotel or motel for the employee (single accommodation). The employer will also provide the employee with \$50.00 meal allowance for each night the employee is required to work out of town.

17.11 Pay Day

- a) Pay Period shall be from Monday until Sunday at midnight
- b) Pay day for the work period shall be the following Thursday where possible, and in any case within the following calendar week.

## 17.12 Company Vehicles

The parties agree that Company vehicles will not be used for purposes other than Company business. This means that Company vehicles will not be used for personal use. Violation of this policy may result in discipline, after written warning.

Employees using Company vehicles to travel to and from a job site or head office-will pay an amount of Ten Dollars (10) per pay period, if the employee resides in the Greater Toronto Area, Mississauga or Brampton, and an amount of Twelve Dollars and fifty cents (\$12.50) per pay period if the employee resides outside of the aforementioned geographical areas. A pay period shall mean a period of one week. “All employees who have the use of a company vehicle, occasionally use a company vehicle or receive a mileage allowance are required to provide a Ministry of Transportation Drivers Abstract semi-annually”, at the Employer’s Expense.

All employees must possess and maintain an Ontario Driver’s License in good standing.



## **ARTICLE 18 - JOB CLASSIFICATIONS AND WAGE RATES**

### 18.01 FIRE ALARM TECHNICIAN CONTRACT PLACEMENT LEVELS & JOB DESCRIPTIONS/DUTIES

#### **PROBATIONARY TRAINEE**

Initial Education Requirements for Hiring - Ontario Grade 12 English and Math or acceptable Equivalent.

Minimum Verifiable Work Hours Time Requirement - 6 Months (950 Hours)

**Job Duties:** With appropriate training, perform refilling, servicing & mechanical maintenance & Repairs to Portable Fire Extinguishers.

General shop clean-up, including vacuuming, sweeping & wash down of the shop floor every date at the end of the day.

If required, parts pickup & delivery from various suppliers to shop and job sites around the GTA.

Under the direction of a CFAA Technician, assist with light Repairs (such as changing Smoke Detectors, Heat Detectors, Pull Stations, Bells, Horns, Etc.)

Under the direction of a CFAA Technician, assist with fire alarm system retrofits & installation work consisting wire pulling, pipe & conduit bending, hole drilling patch and fill plaster work, electrical hook-up of fire alarm system devices and emergency lighting units.

Under the direction of a CFAA Technician, assist with the completion of Fire Alarm System and Emergency Lighting System Annual Inspections & Testing, as well complete minor on-site repairs such as device replacements during the inspection.

## LEVEL 1 TRAINEE

Minimum Verifiable Work Hours Time Requirement At This Level - 1 Year (1900 Hours)

Level 1 Trainee must register and obtain passing marks in CFAA Course #2 - Business & Technical Report Writing AND CFAA Course #3 - Basic Electricity.

**Job Duties:** Perform refilling, servicing & mechanical maintenance & Repairs to Portable Fire Extinguishers. Ability to have a production throughput of at least 20 extinguishers on a daily basis will be expected.

General Shop Maintenance clean-up, including vacuuming, sweeping and wash down of the shop floor every date at the end of the day.

If required, use company vehicle for parts pickup & delivery from various suppliers to shop and job sites around the GTA.

As required, input Extinguisher Servicing Data on the company's in-house computer system as per ULC requirements for "Records" to be kept.

With training, perform Annual Inspections on Portable Fire Extinguishers, Hose Stations, including Re-racking of Hoses. Installation/Mounting of new portable extinguishers at customer premises.

Installation/replacement of fire hoses. Installation/Mounting of various non-electrical Safety Signs, including Exits & Extinguishers.

With training, assist Management in performing Fire Extinguisher Training Seminars using a Flash-Pan and Portable Fire Extinguishers.

Under the direction of a CFAA Technician, assist with fire alarm system retrofits & installation work consisting wire pulling, pipe & conduit bending, hole drilling, patch and fill plaster work, electrical hook-up of fire alarm system devices and emergency lighting.

Under the direction of a CFAA Technician, assist with the completion of Fire Alarm System and Emergency Lighting System Annual Inspections & Testing.

Under the direction of a CFAA Technician, organize, prepare and submit completed Work Orders, Annual Inspection Field Data Sheets and other miscellaneous paper work.

## **LEVEL 2 TRAINEE**

Minimum Verifiable Work Hours Time Requirement At This Level - 1 Year (1900 Hours)

Level 2 Trainee must register and obtain passing marks in CFAA Course #4 - Basic Electronics AND COURSE #5 - Fire Alarm Systems.

**Job Duties:** General Shop Maintenance clean-up, including vacuuming, sweeping & wash down of the shop floor every day at the end of the day.

If required, use company vehicle for parts pickup & delivery from various suppliers to shop and job sites around the GTA.

As required, input Extinguisher Servicing Data on the company's in-house computer system as per ULC requirements for "Records" to be kept.

Perform Annual Inspections on Portable Fire Extinguishers, Hose Stations, including Re-racking of Hoses. Installation/Mounting of new portable extinguishers at customer premises.

Installation/replacement of fire hoses. Installation/Mounting of various non-electrical Safety Signs, including Exits & Extinguishers.

With training, assist Management in performing Fire Extinguisher Training Seminars using a Flash-Pan and Portable Fire Extinguishers.

Under the direction of a CFAA Technician, assist with light Repairs (such as changing Smoke Detectors, Heat Detectors, Pull Stations, Bells, Horns, Etc.)

Under the direction of a CFAA Technician, assist with fire alarm system retrofits & installation work consisting wire pulling, pipe & conduit bending, hole drilling, patch and fill plaster work, electrical hook-up of fire alarm system devices and emergency lighting.

Under the direction of a CFAA Technician, assist with the completion of Fire Alarm System and Emergency Lighting System Annual Inspections & Testing as well as organize, prepare and submit completed Work Orders, Annual Inspection Field Data Sheets and other miscellaneous paper work.

Complete (without supervision) Emergency Lighting System Annual Inspection & Testing, including all associated paperwork, as well as complete Minor Service & Repairs on Emergency Lighting Units, such as Battery & Bulb Replacements without Supervision.

## LEVEL 3 FIRE ALARM TECHNICIAN

Minimum Verifiable Work Hours Time Requirement At This Level - 2 Years (3800 Hours)

Level 3 Fire Alarm Technician must have ALL CFAA Certification Courses and be CFAA CERTIFIED.

**Job Duties:** Complete Annual Inspections on Portable Fire extinguishers, Hose Stations, including Re-racking of Hoses. Installation/Mounting of new portable extinguishers at customer premises.

Installation/replacement of fire hoses. Installation/Mounting of various non-electrical Safety Signs, including Exits & Extinguishers.

Assist Management in performing Fire Extinguisher Training Seminars using a Flash-Pan and Portable Fire Extinguishers.

Complete (without supervision) light Repairs (such as changing Smoke Detectors, Heat Detectors, Pull Stations, Bells, Horns, Etc.)

Complete and/or Lead/Supervise more junior Technicians on fire alarms system retrofits & installation work consisting wire pulling, pipe & conduit bending, hold drilling, patch and fill plaster work, electrical hook-up of fire alarm system devices and emergency lighting units.

Complete and/or Lead/Supervise more junior Technicians with completion of Fire Alarm System Annual Inspections & Testing.

Complete Monthly, Bimonthly, Quarterly & Semi-annual Inspections, including all associated paperwork.

Organize, prepare and submit complete Work Orders, Annual Inspection Field Data Sheets and other miscellaneous paper work.

Complete Emergency Lighting System Annual Inspections & Testing, including all associated paperwork, as well as complete Minor Service & Repairs on Emergency Lighting Units, such as Battery & Bulb Replacements without Supervision.

If so required by Management, be available for "On-Call" work for After-Hours, Weekend and Holiday Emergencies if required.

## LEVEL 4 SENIOR FIRE ALARM TECHNICIAN

Advancement to this Level will be dependent upon vacancies and work requirements within Onyx-Fire Protection. There is no automatic progression to this simply due to length of service. However, the base requirements will consist of at least 4.5 Years (8360 Hours) Verifiable work experience in the Fire Alarm Industry, successful completion of ALL CFAA Certification Courses and be CFAA Certified.

**Job Duties:** Complete ALL Fire Alarm System Repairs such as changing Smoke Detectors, Heat Detectors, Pull Stations, Bells, Horns, Relays, Amplifiers, Panel Modules, Components, Power Supplies.

Complete and/or Lead/Supervise more junior Technicians on fire alarm system retrofits & installation work consisting wire pulling, pipe & conduit bending, hold drilling, patch and fill plaster work, electrical hook-up of fire alarm system devices and emergency lighting units.

Complete and/or Lead/Supervise more junior Technicians with completion of Fire Alarm System Annual Inspections & Testing; Organize, prepare and submit completed Work Orders, Annual Inspection Field Data Sheets and other miscellaneous paper work.

Complete Monthly, Bimonthly, Quarterly & Semi-annual Inspections, including all associated paperwork.

Perform Verifications, Modifications, and Panel Replacements for most types of Fire Alarm and EVC Systems.

Complete troubleshooting and associated repairs for all types of Fire Alarm and Emergency Voice Communications Systems, specifically including but not limited to Ancillary Devices such as Pressurization Fans, Door Hold Open Devices, Electromagnetic and Locking Devices.

When provided the requisite Manufacturer Training & Software, operate a Laptop Computer to program and download System Information for Fire Alarm Systems. Perform Minor Programming Changes via Keypad when provided the requisite Field Programming Manual for Fire Alarm Systems.

Complete Emergency Lighting System Annual Inspections & Testing, including all associated paperwork, as well as complete all types of Service & Repairs on Emergency Lighting Units, such as Battery & Bulb Replacements without Supervision.

Provide Training & Assistance to more junior Technicians when so directed by Management; Complete Bench Repairs; provide Technical Support to customers as required.

Be "On-Call" for work After-Hours, Weekend and Holidays Emergencies if required.

### **Operations Coordinator/Lead Hand Premium**

As & when required by Management, assist the Operations Manager and/or Assistant Operations Manager with Work Scheduling, Preparation of Work Orders, Parts & Material Procurement, Setting Up Customer Appointments & Distribution of Work Assignments to other Technicians, as well as attend job sites and compile accurate Time & Materials Summaries to assist Management with the preparation of quotations for customers.

A Senior Technician with these added responsibilities will be entitled to a Hourly Premium of an additional \$0.75/hour.

**FIRE ALARM TECHNICIAN WAGE GRID**  
**Commencing October 1<sup>st</sup> of each year**

	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>
<b>Probationary first 90 days</b>			
Basic Wage	\$14.66	\$15.10	\$15.55
RRSP	0.00	0.00	0.00
<b>TOTAL PACKAGE</b>	<b>\$14.66</b>	<b>\$15.10</b>	<b>\$15.55</b>
<b>Upon completion of 1st 90 days up to 950 hours</b>			
Basic Wage	\$14.73	\$15.24	\$15.77
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$17.13</b>	<b>\$17.64</b>	<b>\$18.17</b>
<b>Level 1 Trainee - 1900 Hrs.</b>			
Basic Wage	\$23.30	\$24.07	\$24.86
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$25.70</b>	<b>\$26.47</b>	<b>\$27.26</b>
<b>Level 2 Trainee - 1900 Hrs.</b>			
Basic Wage	\$25.49	\$26.33	\$27.19
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$27.89</b>	<b>\$28.73</b>	<b>\$29.59</b>
<b>Level 3 Fire Alarm Technician 3800 hrs</b>			
Basic Wage	\$30.11	\$31.08	\$32.09
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$32.51</b>	<b>\$33.48</b>	<b>\$34.49</b>
<b>Level 4 Senior Fire Alarm Technician</b>			
Basic Wage	\$34.61	\$35.72	\$36.86
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$37.01</b>	<b>\$38.12</b>	<b>\$39.26</b>

**\* ALL PACKAGES - PLUS VACATION PAY**

**Operations Coordinator/Lead Hand Premium Top-Up**

A Senior Technician with these added responsibilities will be entitled to a Premium Top-Up of an additional \$0.75/hour.

Notes:

**ALL PACKAGES - PLUS VACATION PAY**

1. The above figures do not include the company's Vacation Pay contributions which will continue to accrue for each employ at the same rates as existing-with the percentage accrual rate determined by years of service with the company.
2. There will be no RRSP contributions made by the Employer during the first 90 days of employment in an category. After 90 days RRSP contributions will commence and be immediately vested.
3. The Company may pay more in this category, if an employee possesses extraordinary/special skills, training or experience.
4. Existing Technicians placed in a Level with a wage rate lower than their existing remuneration will not be subject to a wage roll-back. Instead their Basic Wage will be held at current levels until their skill level "catches up" with the current wage grid or they progress along the Training Programs established for Fire Alarm & Sprinkler Technicians.

**NON-FIRE ALARM / NON SPRINKLER  
CONTRACT PLACEMENT LEVELS & JOB DESCRIPTION/DUTIES**

**GENERAL LABOURER & SHOP TECHNICIAN**

Initial Education Requirements For Hiring - Ontario Grade 12 English & Math or Acceptable Equivalent.

**Job Duties:** Perform refilling, servicing & mechanical maintenance & Repairs to Portable Fire Extinguishers. Ability to have a production throughout of at least 20 extinguishers on a daily basis will be expected. General Shop Maintenance clean-up, including vacuuming, sweeping & washdown of the shop floor every day at the end of the day.

Use a company vehicle for parts pickup & delivery from various suppliers to shop and job sites around the GTA. An Ontario Driver's License and a Clean Driving Abstract is required.



On a daily basis, input Extinguisher Servicing data on the company's in-house computer system as per ULC requirements for "Record" to be kept.

If required, with training perform Annual Inspections on Portable Fire Extinguishers, Hose Stations, including Re-racking of Hoses.

Complete installation/mounting of new portable extinguishers at customer premises.

Complete installation/replacement of fire hoses.

Complete installation/mounting of various non-electrical Safety Signs, including Exits & Extinguishers.

### **SENIOR EXTINGUISHER TECHNICIAN**

This position will only exist for as long as the existing employee Umberto Almonte continues working.

**Job Duties:** If required, perform refilling, servicing & mechanical maintenance & Repairs to Portable Extinguishers. A throughput of at least 20 extinguishers on a daily basis will be expected. If required, input Extinguisher Servicing Data on the company's in-house computer system as per ULC requirements for "Records" to be kept.

If required, general Shop Maintenance clean-up, including vacuuming, sweeping, wash-down of the shop floor every day at the end of the day. Use company vehicle for parts pickup & delivery from various suppliers to shop and job sites around the GTA.

As directed by Management, provide Training to more junior Technicians with respect to completing extinguisher service & maintenance, as well as completing extinguisher inspections.

Perform Annual Inspections on Portable Fire Extinguishers, Hose Stations, including Re-racking of Hoses. A building inspection with 100 Hose Cabinets and or Extinguishers inspected per day is the productivity measure for Senior Extinguisher Service Technicians. Installation/Mounting of new portable extinguishers at customer premises. Installation/replacement of fire hoses. Installation/Mounting of various non-electrical Safety Signs, including Exits & Extinguishers.

Provide recommendations to Customers on Extinguisher size, quantity & placement requirements throughout their premises.

**NON-FIRE ALARM / NON-SPRINKLER  
CONTRACT WAGE GRID**  
Commencing October 1<sup>st</sup> of each year

	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>
<b>GENERAL LABOURER &amp; SHOP TECHNICIAN</b>			
First 90 days			
Basic Wage	\$14.66	\$15.10	\$15.55
RRSP	0.00	0.00	0.00
<b>TOTAL PACKAGE</b>	<b>\$14.66</b>	<b>\$15.10</b>	<b>\$15.55</b>
<b>GENERAL LABOURER &amp; SHOP TECHNICIAN</b>			
Basic Wage	\$14.73	\$15.24	\$15.77
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$17.13</b>	<b>\$17.64</b>	<b>\$18.17</b>
<b>SENIOR EXTINGUISHER TECHNICIAN</b>			
First 90 days			
Basic Wage	\$25.51	\$26.28	\$27.07
RRSP	0.00	0.00	0.00
<b>TOTAL PACKAGE</b>	<b>\$25.51</b>	<b>\$26.28</b>	<b>\$27.07</b>
<b>SENIOR EXTINGUISHER TECHNICIAN</b>			
Basic Wage	\$25.59	\$26.42	\$27.29
RRSP	2.40	2.40	2.40
<b>TOTAL PACKAGE</b>	<b>\$27.99</b>	<b>\$28.82</b>	<b>\$29.69</b>

**Notes:**

**ALL PACKAGES - PLUS VACATION PAY**

1. The above figures do not include the company's Vacation Pay contributions which will continue to accrue for each employ at the same rates as existing-with the percentage accrual rate determined by years of service with the company.
  2. There will be no RRSP contributions made by the Employer during the first 90 days of employment in an category. After 90 days RRSP contributions will commence and be immediately vested.
  3. The Company may pay more in this category, if an employee possesses extraordinary/special skills, training or experience.
  4. Existing Technicians placed in a Level with a wage rate lower than their existing remuneration will not be subject to a wage roll-back. Instead their Basic Wage will be held at current levels until their skill level "catches up" with the current wage grid or they progress along the Training Programs established for Fire Alarm & Sprinkler Technicians.
- 18.02 Each payday the Employer will provide each employee with a statement of wages setting forth the number of hours worked in the pay period, the rate paid per hour .
- 18.03 New Classifications Should the Employer create a new classification during the life of this Agreement, it shall first negotiate the duties and rates of pay with the Union. Should the parties be unable to reach agreement, the Employer may implement a rate it considers appropriate.

**ARTICLE 19 - CONTINUING EDUCATION AND TRAINING**

- 19.01 Mandatory work related training shall be paid for in full by the Employer, at the appropriate rate of pay, including lost wages as a result of attending courses, seminars or examinations. "All apprenticeship courses and training excepted."
- 19.02 Upon recognition of the Local's Apprenticeship Program by the Ministry, there shall be a Committee know as THE ONTARIO FIRE ALARM INDUSTRY JOINT TRAINING & APPRENTICESHIP COMMITTEE, for the Fire Alarm Technician Apprentices. The Committee will consist of three (3) Employer Representatives and three (3) Employee Representatives. One employee member will be the Business Manager of UA Local 853 or his/her appointed representative. All training and programs will be reviewed and approved by the Committee, along with approved hours. The objective of this Committee is to improve the training of the industry.

## **ARTICLE 20 -PAID HOLIDAYS AND FLOATERS**

20.01 Subject to 20.02, employees will receive the following holidays with pay:

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

20.02 An employee shall be paid eight (8) hours at his base wage rate of pay for a paid holiday provided he:

- a) works his last scheduled shift before the holiday, and
- b) his first scheduled shift after the holiday unless they provide satisfactory proof for their absence for the qualifying days in question.

20.03 Time worked on a paid holiday shall be compensated at a rate of Double time (2X) in addition to the holiday pay under 20:02.

20.04 Where a holiday falls within an employee's annual vacation or scheduled day off, such employee shall, at the employee's option, receive one (1) extra day's pay in lieu of the holiday or an additional day off with pay at a time which is mutually agreed upon by the employee and his supervisor .

20.05 It is agreed by the parties that should a statutory holiday fall on a Saturday, it shall be observed as occurring on the previous Friday, and should a statutory holiday fall on a Sunday it shall be observed as occurring on the following Monday. Unless the majority of customers are observing the Saturday statutory on Monday, or observing the Sunday statutory holiday on Friday.

## ARTICLE 21 - VACATIONS

- 21.01 Employees will be entitled to vacation according to the following schedule, on a calendar year basis.
- a) Employees with less than one (1) year of service are entitled to one (1 ) day per month up to a maximum of ten (10) days calculated at two percent (2%) per week of gross earnings accumulated (a week is five (5) working days) on a prorated basis.
  - b) Employees with one (1) but less than (5) years of service are entitled to two (2) weeks' paid vacation calculated at four percent (4%) of gross earnings.
  - c) Employees with five (5) but less than nine (9) years of service are entitled to three (3) weeks' paid vacation calculated at six percent (6 %) of gross earnings.
  - d) Employees with nine (9) or more years of service are entitled to four (4) weeks' paid vacation calculated at eight percent (8%) of gross earnings.
  - e) Employees after fifteen (15) years will be provided five (5) weeks vacation, with pay at ten per cent (10%) of gross earnings.
- 21.02 For the purposes of this Article, "gross earnings" means all hours paid by the Employer during the vacation year for which the vacation is due, including all wage related premiums and overtime pay. Employees will receive their regular hourly rate of pay for the period scheduled prior to the commencement of their vacation. Any outstanding vacation pay shall be calculated and paid to the employee not later than the last payday of February of the following year.
- 21.03 The Company reserves the right to limit the number of Employees on vacation at any one time to a maximum of 10% of the employees. Entitlement to choice of vacation shall be determined by seniority provided such request is submitted between January 2<sup>nd</sup> to March 21<sup>st</sup> of the calendar year in which the vacation is due. In any event request for said time must be submitted three (3) weeks prior to commencement of the request vacation date. In case of personal emergency or outstanding circumstances, special consideration shall be given to vacation requests.
- 21.04 Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- 21 .05 Employees may carryover unused vacation entitlement from one year to the next, to a maximum of five (5) working days.

**ARTICLE 22 - EMPLOYEE BENEFITS**

22.01 The Employer agrees to continue to pay the premiums for a Group insurance" plan as outlined below and in the employee benefit(s) booklet. All employees who have completed their probationary period will be eligible to participate in the plan. The Employer shall be entitled to change carriers, at any time, provided the Union is notified sixty (60) days in advance and it does not result in any reduction of benefits to employees. This provision shall be read in conjunction with the letter of understanding, RE: Benefits, outlined below.

22.01 (A) The Benefit Plan will be review at anytime by mutual consent.

**BENEFIT PLAN**

All employees of Onyx-Fire Protection Services Inc. who have completed their probationary period shall be entitled to receive benefits as outline in Sunlife Policy No. 54647-G. A summary of the benefit entitlement is set out below.

LIFE INSURANCE	-	2X regular salary; 100% Employer paid
DEPENDANT LIFE	-	\$10,000.00 spouse, \$5,000.00 child; 100% Employer paid
AD&D	-	2X regular salary; 100% Employer paid
LONG TERM DISABILITY	-	66 2/3% of monthly earnings, max. \$5,300.00; Elimination period - 17 weeks over 12 months; 100% Employee paid
MEDICAL BENEFITS	-	hospital, extended health, prescription drugs, vision care (max. \$100.00)
SINGLE	-	100% Employer paid
DEPENDANT	-	75% Employer / 25% Employee paid
DENTAL BENEFITS	-	Type A Preventative - 100% unlimited benefit
	-	Type B Basic - 100% unlimited benefit
	-	Type C Major - 50%, \$1,000.00 per benefit year
	-	Type D Orthodontic - 50%, \$1,000.00 lifetime
	-	Suggested Fee Guide - maintain a one year lag from the O.D.A.'s current fee schedule
SINGLE	-	100% Employer paid
DEPENDANT	-	75% Employer / 25% Employee paid

## **LETTER OF UNDERSTANDING / RE: BENEFITS**

The parties agree that should an employee or dependant be denied a benefit by the Insurer under the benefit plan referred to in Article 22.01 of the Collective Agreement, the Employer will use its best efforts to assist the employee in recovering the benefit.

\*The Benefit Plan will be reviewed every twelve (12) months, commencing October 1, 2001.

22.02 The Employer agrees to maintain the premium cost of employees' benefits during absence for illness, other approved leaves, or during a layoff, for a period of two calendar months.

22.03 Employer Pension or RRSP Contribution to be as per Article 18.01 Wage Grid. All monies will accumulate in a Registered Pension or RRSP to be administered through the Union until such time as the amounts are sufficient to forward the balances to UA Local 853 Registered Pension Fund.

There will be no RRSP contributions made by the Employer during the first 90 days of employment in an category. After 90 days RRSP contributions will commence and be immediately vested.

### **ARTICLE 23 - BARGAINING UNIT WORK**

23.01 Work of the Bargaining Unit - Subject to the terms of this Agreement no personnel outside of the Bargaining Unit shall perform the work of any , employee in this Bargaining Unit, except in cases of emergency, training, strike or lockout, as per attached letter of understanding.

23.02 Contracting Out- No employee will be terminated, laid off, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of any contracting out.

### **ARTICLE 24 - INCORPORATION OF LETTERS OF INTENT AND APPENDICES**

24.01 Letters of Understanding - Any Letters of Understanding negotiated between the Employer and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and a number, and must be signed by authorized representatives of both parties.

24.02 Appendices - are attached to and form part of this Agreement.

**ARTICLE 25 - DURATION**

25.01 This Agreement shall continue in full force and effect from October 1, 2019 to September 30, 2022 and from year to year thereafter, unless not more than ninety (90) days before the expiry of the term or successive terms, either Party provides notice to the other of termination or proposed revision of the Agreement. (Three (3) year Agreement)

All wages retroactive to October 1<sup>st</sup>, 2019



**THIS AGREEMENT IS EXECUTED BY THE PARTIES  
HERETO:**

**THIS 9<sup>th</sup> DAY OF OCTOBER 2019.**

**SIGNED ON BEHALF OF:**

**Management**

**Frank Massari      Signature: \_\_\_\_\_**

**Robert Frappa      Signature: \_\_\_\_\_**

**Edward Ceaser      Signature: \_\_\_\_\_**

**UA Local 853**

**Dale Hawrychuk      Signature: \_\_\_\_\_**

**Kevin Middlestadt      Signature: \_\_\_\_\_**

**Carlos Perez      Signature: \_\_\_\_\_**

**Robert Francoeur      Signature: \_\_\_\_\_**