



COLLECTIVE AGREEMENT

Between

**SHAMROCK MECHANICAL
SOLUTIONS INC.**

and

CLAC LOCAL 53

DURATION: JUNE 1, 2024 - MAY 31, 2027

COLLECTIVE AGREEMENT

Between

**2223135 ONTARIO C.O.B. AS SHAMROCK MECHANICAL
SOLUTIONS INC.**

(hereinafter referred to as "the Employer")

and

**CONSTRUCTION WORKERS UNION, CLAC LOCAL 53
(hereinafter referred to as "the Union")**

DURATION: JUNE 1, 2024 - MAY 31, 2027

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Recognition.....	2
Article 3 - Management Rights.....	3
Article 4 - Union Representation.....	4
Article 5 - Strikes and Lockouts	6
Article 6 - Employment Policy	6
Article 7 - Remittances to the Union	9
Article 8 - Wages and Rates of Pay.....	11
Article 9 - Hours of Work and Overtime.....	13
Article 10 - Vacation & Vacation Pay / Public Holidays & Holiday Pay.....	15
Article 11 - Layoffs, Recalls and Seniority.....	17
Article 12 - Transportation, Travel Time and Room and Board	19
Article 13 - CLAC Health and Welfare Trust Fund	21
Article 14 - Pension Plan	24
Article 15 - Health and Safety	26
Article 16 - Personal Protective Equipment, Tools and Apparel	28
Article 17 - Education and Assistance Fund.....	30
Article 18 - Construction Industry Development & Promotion Fund.....	30
Article 19 - Leaves of Absence, Sick Leave, Bereavement Leave and Jury Duty....	31
Article 20 - Discipline and Discharge	34
Article 21 - Grievance and Arbitration Procedure	35
Article 22 - Duration.....	41
Schedule "A" - Classifications and Hourly Rates.....	42
Schedule "B" - Tool List.....	44
Schedule C - Health Care Benefits	45

COLLECTIVE AGREEMENT

Between:

**2223135 ONTARIO cob as
SHAMROCK MECHANICAL SOLUTIONS INC.
(hereinafter referred to as “the Employer”)**

and

**CONSTRUCTION WORKERS UNION,
CLAC LOCAL 53
(hereinafter referred to as “the Union”)**

Effective: June 1, 2024 – May 31, 2027

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement (“this Agreement”), which has been negotiated and entered into in good faith:
- a. to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b. to provide and maintain working conditions, hours of work, wage rates, and benefits as set forth herein;
 - c. to establish an equitable system for the promotion, transfer, layoff, and rehire of employees;
 - d. to establish a just and prompt procedure for the disposition of grievances; and
 - e. through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship

among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 1.04 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder, which shall continue in full force and effect and be considered as if this Agreement had been executed without the invalid portion.
- 1.05 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 metal workers and sheet metal workers' apprentices in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen, persons above the rank of non-working forepersons 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.
- 2.03 The parties may, on a project basis, to be competitive, or to address specific concerns not addressed herein, amend the terms of this Agreement for the duration of the project. Such agreement shall be made in writing and signed by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Provided such actions are consistent with the terms of this 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, rehire 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.

3.02 The sole and exclusive jurisdiction over operations, building, machinery and equipment shall be vested in the Employer.

3.03 **Sub-contracting**

The Employer may, at its sole discretion, subcontract 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 the Layoffs, Recalls and Seniority provisions (in Article 11). Any such subcontracting 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 the Union recognition clauses (in Article 2), such that the terms and conditions of this Agreement shall have no application to the employees employed by subcontractor.

ARTICLE 4 - UNION REPRESENTATION

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

4.01 **The Union's Representatives**

a. 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.

- b. Union Representatives shall have the right to periodically visit jobsites without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union Representatives shall report to the site superintendent or foreperson upon arriving at a worksite and shall abide by all necessary protocol determined for the site by the Employer, site management, and the client.

4.02 Stewards

- a. The Union has the right to select or appoint stewards to assist employees in presenting any complaints or grievances they have to representatives of the Employer and to administer the Agreement.
- b. The Union acknowledges that stewards have regular duties to perform as employees of the Employer and that such employees will not leave their regular duties for the purpose of conducting business in connection with the administration of this Agreement or the investigation or presentation of grievances without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld. A steward will attend at all disciplinary meetings involving members of the bargaining unit.

The Employer will pay Stewards at their regular hourly rate for time spent attending union business such as presenting grievances and attending meetings at the request of the Employer.

4.03 Negotiating Committee

Negotiating committee members shall be recognized as having authority to participate in the negotiations for a collective agreement and any renewals thereof. Negotiating committee members shall be granted paid leave from their scheduled work to participate in negotiations.

4.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative may attend such meetings.

ARTICLE 5 - STRIKES AND LOCKOUTS

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

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

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 labour 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 listed or from other sources.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- 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, upon such layoff or hire.
- 6.03 The Employer shall, as a matter of policy, promote from within the existing workforce whenever possible, at the Employer's discretion. Employees who are interested in transferring to another position shall advise the Employer of such interest by filing a request for transfer with the Employer.
- 6.04 New employees will be hired on a three (3) month probationary period and thereafter shall attain regular employment status. During the probationary period, the following shall apply:
- a. Regular Union dues, fees, and remittances are to be deducted and remitted, as the case may be, from the first day of employment.
 - b. Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
 - c. Employees laid off during probation and rehired by the Employer within three (3) months shall not serve a new probationary period but continue with credit for probation already served.
 - d. The discharge of probationary employees shall not become the subject of a grievance, unless the Union alleges such discharge is discriminatory, arbitrary or in bad faith.

6.05 Students

- a. The term “student” shall be applied to an employee hired to work in the bargaining unit during a school study break. A student is enrolled in secondary or post-secondary education or intends to begin or return to secondary or post-secondary education. A student who performs work incidental to that of employees in the bargaining unit while on placement with the Employer in conjunction with a secondary school or college co-operative education program is excluded from the bargaining unit.
- b. A student is not eligible for contributions or payments pursuant to the health fund and pension provisions contained herein and specifically found in Articles 14 and 15 of this Agreement.
- c. A student does not accrue or retain recall rights pursuant to the layoff, recall, and employment rights provisions contained herein and specifically found in Articles 6 and 11 of this Agreement. Students may progress through the wage grid on the basis of total accumulated hours worked or length of time employed as the case may be.
- d. When the conditions described in (a) above no longer apply, the Employer may terminate the former student’s employment or offer the former student regular employment subject to all of the conditions of the Agreement. Where a student does become a regular employee the probation period and any other waiting periods pursuant to this Agreement shall be waived. Such an employee’s employment date pursuant the layoff, recall and employment rights provisions (Articles 6 and 11) shall thereafter be the date on which he becomes a regular employee.

ARTICLE 7 - REMITTANCES TO THE UNION

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to the Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. first, middle, and last name;
 - b. rate of hourly pay;
 - c. any hourly premiums;
 - d. gross earnings;
 - e. total regular and overtime hours worked in the month for which such deductions are made. (If an employee earned both 1½ and double time overtime premiums, these hours shall be recorded separately);
 - f. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- g. contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - h. Social Insurance Number; and
 - i. date of birth;
- 7.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:
 - a. complete mailing address,
 - b. email address,
 - c. primary telephone,
 - d. date of hire,
 - e. classification, including trade certificate number and apprenticeship level or year.
- 7.06 The Employer shall also record on a remittance any of the following changes in employment status:
 - a. Change in classification, level, or apprenticeship year; or
 - b. Job end date (for temporary or permanent separation).
- 7.07 All contributions and deductions pursuant to this Agreement (i.e., Education and Assistance Fund, and Industry Fund) shall be remitted together with and in the manner described for Union dues, as set out here in this Article.
- 7.08 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.
- 7.09 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal

guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth in 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, within five (5) calendar days following the end of the pay period, by direct deposit or by cheque 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, amounts of deductions, net earnings, and contributions to the Union’s Health Fund and Pension Fund.
- 8.03 In the event that a new classification is established by the Employer the wage rate applicable for such a newly established classification shall be subject to negotiation between the Employer and the Union. Should the Employer and the Union fail to agree on such wage rate, the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.
- 8.04 When there is a temporary shortage of work within a given workday in a specific classification, the Employer may assign employees to another classification at their usual rate of pay provided the employee is qualified to do that work.

8.05 Minimum Hours of Work

An employee who is not provided forty-eight (48) hours notice that a regularly scheduled work day has been cancelled shall receive a minimum of three (3) hours pay at his regular rate of pay for such day.

Similarly, an employee who is sent home from work before he has worked three (3) hours, shall receive a minimum of three (3) hours pay at the rate of pay he would have earned if the work had been performed.

In the case that a storm causes work to stop or prevents work from starting, employees who report for work shall receive a minimum pay of three (3) hours pay at their regular rate of pay. In such cases, employees shall make reasonable efforts to determine from their supervisor whether their shift is cancelled due to weather prior to the beginning of the work day. If they do not, they may not be eligible for the minimum hours.

No employee will be required to report for a shift of less than three (3) hours.

8.06 Shift Work and Shift Premiums

- a. The Employer shall give an employee as much advance notice as possible before the employee is assigned shift work.
- b. A shift premium of fifteen percent (15%) of the employee's regular hourly rate applies to all hours worked where a scheduled shift begins earlier than 5:00 a.m. and later than 10:00 a.m.

8.07 Shift Change

Where employees are assigned mid-week to work a non-day shift (whether due to emergencies or a shift change) and as a result

lose a shift in the regular work week, such employees will be paid six (6) hours for such loss of earnings.

8.08 On-Call/Stand-by Pay

Whether and when employees are needed on call is determined by the Employer.

Employees on call shall be paid according the provisions of the Employment Standards Act.

Employees on call shall be given use of a company vehicle.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 A regular work week shall consist of forty-four (44) hours, comprised of five (5) regular workdays, Monday to Friday inclusive.

The definition of a regular workweek and the definition of a regular workday does not create a guarantee or limit to the number of hours of work scheduled or worked per day or the number of days of work scheduled or worked per week and does not create entitlement for overtime.

The parties may jointly agree to amend the regular workday, subject to the requirements of each worksite.

9.02 There shall be two (2) paid coffee breaks of fifteen (15) minutes on each shift. Employees shall take an unpaid meal period of one-half (½) hour at the midpoint of their shift, or at such time during their workday which is convenient.

9.03 Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Union for selected projects.

Further, the Employer shall give the Union and employees as much notice as possible regarding modification to the regular work schedule including implementation of non-day shifts on a project. The effective date of the modified work schedule shall be communicated to the Union when known by the Employer and the effective date of the modified work schedule shall be no sooner than one week from the day such notice is given. Such modified work schedule shall include daily and weekly overtime thresholds.

9.04 Overtime

- a. Work performed in excess of twelve (12) hours daily shall be paid at the rate of one and one half (1.5x) times the employee's regular hourly rate.
- b. Work performed in excess of forty-four (44) hours per week shall be paid at the rate of one and one half (1.5x) times the employee's regular hourly rate.
- c. Employees who are required by the Employer to perform work on Saturday shall be paid at the rate of one and one-half (1.5x) times the regular rate of pay for all hours worked.

If an employee, at his request, works on a Saturday to make up for a day he elected not to work during the preceding regular workweek, he shall be paid at straight time for hours so worked, subject to the general weekly overtime threshold.

- d. 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 (2x) times the regular rate of pay regardless of weekly hours of work.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

9.05 For the purposes of calculating hours of work and overtime hours in a week in which a public holiday falls, the holiday shall be considered to have been worked the regular scheduled work hours for the project.

9.06 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.07 Daily overtime and daily premium pay is based on the calendar day (i.e., begins and ends at midnight).

The calculation for weekly overtime and weekly premium pay begins with the first shift in the pay period and ends seven (7) calendar days later.

9.08 There shall be no pyramiding of daily and weekly overtime. This also includes hours worked on a Public Holiday.

ARTICLE 10 - VACATION & VACATION PAY / PUBLIC HOLIDAYS & HOLIDAY PAY

10.01 The Employer agrees to pay each employee vacation pay which shall be calculated by adding the percent of wages identified below by each employee's gross hourly earnings:

Students	Four percent (4%)
Employees, from hire to less than 1 year	Four percent (4%)
Employees, after 1 year up to 5 years	Five percent (5%)
Employees, after 5 years up to 10 years	Six percent (6%)
Employees, after 10 years	Seven and one-half percent (7.5%)

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- 10.02 The Employer agrees to remit the vacation pay of each employee to the Union's Employee Trust Fund as described in Article 7.
- 10.03 Vacation periods shall be arranged by mutual agreement between the Employer and the employees. Employees shall submit requests for vacation with as much advance notice as possible, and normally with at least four (4) weeks notice. The Employer will grant such requests unless operational requirements are known to interfere with such vacation request, including requests made with less notice than four (4) weeks. The Employer will reply to vacation requests as soon as possible and within one (1) week. The Employer shall grant vacation requests insofar as is practicable, having regard to the operational requirements. Vacation requests and approvals shall be written, including by text or email.
- 10.04 The following days shall be recognized as Public Holidays:
- New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- For each Public Holiday, the Employer shall pay the equivalent of nine (9) hours of regular wages to each employee. Such hours shall contribute to the weekly overtime threshold.
- 10.05 An employee required to work on a day listed in Article 10.04 shall receive holiday premium pay which shall be calculated as two (2x) times the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.

ARTICLE 11 - LAYOFFS, RECALLS AND SENIORITY

11.01 Seniority is the measure of an employee's duration of employment with the Employer from the most recent date of hire and, where applicable, within his job classification. Seniority helps determine employment rights, layoffs and recalls, as indicated below. Upon completion of probation, seniority is dated from the most recent date of hire.

The employer shall maintain a list of its employees within each employment classification identified in Schedule "A" and the amount of seniority each has earned. This list shall be made available to the Union upon request.

- 11.02 Employment rights shall terminate and an employee shall cease to be employed by the Employer in the bargaining unit when he:
- a. voluntarily quits 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 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 from work for a period of more than twenty-four (24) months due to a bona fide injury, or illness;

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- g. fails to report to work following a recall within four (4) workdays if unemployed, or four (4) workdays if employed elsewhere.
- h. takes a position with the Employer but outside the bargaining unit and that position is expected to last or has lasted for longer than the time outlined in d., above.

11.03 When, in the opinion of the Employer, a reduction of the workforce is inevitable, the Employer shall terminate the contract for temporary agency employees and sub-contracted workforce employees as soon as contractually permissible. Students and probationary employees shall be laid off prior to employees who have completed probation. Further reduction of the size of the regular workforce is guided by:

- skill, ability, and qualifications of the employees;
- other reasonable and objective standards;
- seniority of the employees.

Generally, the employee with the greatest service credit shall be laid off last, provided the employee, as determined by the Employer, has the skill, ability, and qualifications to perform the work that is available.

The discretion exercised by the Employer in determining the need for layoffs, the order of layoff and which employees to lay off shall not be unreasonably exercised.

11.04 When laying off an employee, the Employer shall give the employee as much notice as notice as possible.

11.05 The Employer shall notify the Union office and the stewards on the date of a layoff. Notice will include, for each employee laid off, name, effective date of layoff, expected recall date unless the

layoff is indefinite, amount of service credit, employment classification, and most recent contact information.

- 11.06 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above. That is, generally the employee with the greatest seniority within his/her classification or scope of trade shall be recalled first, provided the employee is available and is able to perform the work available.

ARTICLE 12 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

12.01 Travel Time Allowance

Employees shall be paid their hourly rate for all travel time to locations of work. Paid time shall begin at the regularly scheduled start of shift. All paid time as travel time shall be eligible as hours worked in the week for the calculation of overtime.

- 12.02 The Employer will normally provide transportation for all jobsites. Provision of transportation usually means use of the Employer's vehicle but can include, where agreed by the employee, use of the employee's vehicle with payment of mileage by the Employer.

- 12.03 Mileage, where applicable, is paid for all kilometres travelled from the Employer's shop to the project and return. The mileage reimbursement rate is \$0.47 per kilometre. Mileage is not paid to employees when the Employer provides transportation but the employees elect to drive directly to the jobsite.

- 12.04 The same amount of travel time is paid to each employee in the crew traveling to the same jobsite from the same marshalling area.

12.05 Where the Employer requests employees to transport the Employer's tools, equipment, materials or personnel with their own vehicle and the employee agrees, the Employer shall pay mileage and travel time for all distance and time traveled.

12.06 Distance and time in this article are to be measured using Google Maps as the shortest distance by paved road calculated at the time of travel and excludes toll roads unless Employer is paying the cost of the toll.

12.07 Out of Town Allowances

The Employer shall arrange, assign, and pay for out of town living accommodations that meet a suitable and reasonable standard. Double occupancy at an economy motel normally meets the standard.

In addition, the Employer shall pay each employee a food allowance of fifty-one dollars (\$51.00/day) for each day that the employee is scheduled to work at a project that requires overnight accommodation. The allowance is paid for each day worked by the employee and for each day that work was scheduled but not performed due to circumstances outside the employee's control, but excluding days not worked due to the illness or absence of the employee.

A premium of one dollar (\$1.00/hr) per hour worked shall be paid to employees when assigned to a worksite that is 100km or more from Employer's shop.

12.08 Mobilization/De-Mobilization

All employees assigned to work for more than one (1) month at a project farther than 500 kilometres from their primary residence are paid a mobilization payment of \$100.00 at the beginning of their assignment at the project, and a

demobilization payment of \$100.00 when their assignment on that project ends.

12.09 Employer Transportation

The Employer shall provide transportation where

- site access requires travel off of maintained or paved roads and
- when the employees travel from out of town accommodation to a project and
- when employees are required to travel between projects during the day.

12.10 Where travel to a project involves commercial transportation, such transportation shall be arranged by the Employer and such costs shall be borne by the Employer.

ARTICLE 13 - CLAC HEALTH AND WELFARE TRUST FUND

13.01 The Union warrants and represents that the Union's Health & Welfare Trust Fund (the "Trust Fund") is established to provide insurance and related benefit programmes for the Plan Members. The Trust Fund is supervised by a board of trustees including employer and union trustees.

13.02 The Employer agrees to remit an amount equal to the monthly premium for each employee following the completion of six (6) months of service as directed by the Union and as amended from time to time, usually annually. Such remittance shall be made in accordance with the Remittances to the Union article (Article 7) and the Union's dues and remittance policy and directive.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- 13.03 In the event an employee is attending trade school, the Employer shall continue to pay the premiums for all the insurances on behalf of such employee for the duration of his time in school.
- 13.04 In the event an employee is unable to continue work due to a layoff, the Employer shall continue to pay the premiums for all the insurances on behalf of such employee for a period of the month of layoff plus two (2) additional months.
- 13.05 In the event an employee is unable to continue to work due to sickness or accident/injury which is not job-related, the Employer shall continue to pay the premiums for all insurances on behalf of such employee for a period of the month in which the employee last worked plus two (2) additional months.
- 13.06 In the event an employee is unable to continue to work due to job-related sickness or accident/injury, the Employer shall continue to pay the premiums for all the insurances not covered by WSIB on behalf of such employee for the period of not less than twelve (12) months.
- 13.07 The Employer will cooperate in providing information as necessary for the proper administration of the Trust Fund, including the information outlined in the Remittance to the Union provisions in Article 7 and the Union's dues and remittance policy and directive. The Employer further agrees to inform the Union of any changes in the above employee information.
- 13.08 The Trust Fund, will be responsible for the timely reporting of taxable benefit amounts attributable to participation in the Trust Fund. Such communication will be in the form of T4A information slips issued by the Trust Fund or any other documentation that may be required for reporting to Canadian provincial or federal tax authorities.

13.09 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from any employee's pay and remitted to the Union as provided herein. In the event that the Employer fails to remit according to these articles, this indemnification is inoperable. The Employer's sole obligation pursuant to this article shall be limited to making the payment more particularized herein.

13.10 Ineligibility Due to Age

Where coverage under the Benefit Plan ceases for the plan participant because of age, an amount equivalent to the Employer contribution to the Trust Fund, will be paid to that employee and treated as wages. This contribution is the monthly premium amount referenced in Article **Error! Reference source not found..**

13.11 Employee Paid Disability Coverage and Premiums

Coverage will include an employee paid long term disability insurance plan. The premiums for disability insurance will be deducted by the Employer from each employee's pay and remitted on the employee's behalf to the Union in accordance with the above Remittances to the Union article and the Union's dues and remittance directive.

The monthly premium amount shall be divided into smaller installments of equal amount. An installment shall be deducted from the pay from each employee's pay cheque during the month. The full monthly premium is an amount indicated by the Union for the cost of the coverage.

Participation in the disability insurance coverage and in the payroll deduction is mandatory and begins upon the completion of six (6) months.

The Employer shall cease making payroll deductions to pay for the disability benefit(s) six (6) months after the employee turns sixty-four (64) years of age.

ARTICLE 14 - PENSION PLAN

- 14.01 The CLAC Pension Plan (“the Plan”), a defined contribution pension plan, is registered with the Canada Revenue Agency. The Plan applies to all employees covered by this Agreement.
- 14.02 New employees will join the Plan immediately following the completion of six (6) months of employment.
- 14.03 The Employer shall remit to the Union, for each eligible employee, an Employer contribution to pension as indicated in Schedule “A”. Employer contributions will vest in accordance with the rules of the Plan.
- 14.04 The Employer’s contributions to the Plan will be non-refundable to the Employer once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- 14.05 The Employer agrees to deduct, by way of payroll deduction, and remit to the Union, additional voluntary employee pension contributions which are above and beyond those contributions outlined above. Employees must request such deductions by submitting a form provided by the Union to the Employer. The Employer will send a copy of the completed form to the Union along with the next remittance which includes such voluntary contributions.
- 14.06 The total amount of pension contributions remitted by the Employer, on an employee’s behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue

Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, if employees exceed the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee by the Canadian Revenue Agency.

- 14.07 The Employer shall continue pension contributions during a period of injury insured under provincial workplace safety insurance legislation, to the extent required by such legislation.
- 14.08 The Employer will remit pension contributions to the Union as outlined in the Remittances to the Union article. Employer, employee and voluntary contributions, as the case may be, will be recorded separately on the remittance.
- 14.09 In the event that a remittance has not been received by the Union by the date set out in the Remittances to the Union article, the Employer is responsible to compensate the Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- 14.10 **Ineligibility Due to Age**
Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions will be paid to that employee as wages on each paycheque and treated as wages. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if they were still contributing to the Plan.
- 14.11 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer

shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.

- 14.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 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 employees.

Employees are required to report to their Employer any unsafe work conditions, any violation of safe work policies or procedures established by the Employer, and any violation of relevant safe work legislation.

- 15.02 Employees who are injured in the course of performing their duties and are unable to continue work shall be paid for their regular hours for the day of the injury.

- 15.03 When the Employer requires that an employee attend training, including health and safety courses, first aid/CPR training or orientation for new employees, such attendance is time worked. The Employer will pay employees a wage at a rate equal to their regular classification hourly wage rate, and remit to the Union for health benefit, pension, and other fund contributions. Training

time is time worked for the purposes of determining overtime rates and premiums as outlined in the Hours of Work and Overtime provisions of this Agreement (Article 9).

Travel time and mileage for training time are paid in accordance with the Transportation and Travel Time provisions (Article 12) of this Agreement.

15.04 Health and Safety Committee

Where required a committee will be formed and will meet where required by the Employer's safety policies and by statute.

15.05 Sheltered Facilities

- a. The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and store their clothing. Further, if a trailer is used at the jobsite for storage of the Employer's tools and equipment, in addition to use as lunchroom facilities, the tool storage area will be partitioned off. The lunchroom facilities will be heated when necessary.
- b. Sanitary toilets shall be provided in accordance with provisions of the *Occupational Health and Safety Act of Ontario*. The facilities referred to herein will be provided before work commences on the job.
- c. It is further agreed that drinking water and paper cups will be provided for employees on all jobs and that washing water will be provided.

15.06 Hazardous Substances

- a. If an employee is required to work in an environment that requires protective clothing and breathing apparatus for the

removal of asbestos, then the employee shall receive as danger pay a premium of one dollar and fifty cents (\$1.50) for each hour worked.

- b. If an employee is required to work in an environment that requires a Full Face Piece Air Purifying System while using a power tool to jackhammer, drill, cut, grind, or polish concrete, then the employee shall receive as danger pay premium of fifty cents (50¢) to his hourly rate.
- c. Each danger pay premium is paid when precautions addressing more than one of the above hazards is necessary.

ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

- 16.01 Employees are required to bring their own safety boots. The Employer will furnish employees with all necessary personal protective equipment, including but not limited to an approved hard hat, high visibility vests, gloves, fall protection harness suitable for each employee, eye protection and hearing protection as needed, a respirator and filters suitable to the work being done, fire retardant coveralls as needed, and other personal protective equipment as required. Said equipment shall remain the property of the Employer. Worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of personal protective equipment, rain gear, and safety equipment provided by the Employer and may be subject to disciplinary action if found at fault.
- 16.02 The Employer shall supply necessary tools for employees to perform their work. Employees shall be held responsible for the tools and equipment issued to them providing the Employer

furnishes the necessary lockers, toolboxes, or other safe place for storage.

16.03 Employees are required to bring personal tools listed in Schedule “B” appended to and part of this Agreement.

16.04 Tool, Boot, or Clothing Allowance

The Employer agrees to reimburse all employees with twelve (12) months of service, or more, up to six hundred dollars (\$600.00) per calendar year for the purchase of workwear, safety footwear, and/or tools (including batteries).

To be eligible for reimbursement, the employee must submit a receipt showing the purchase of work-wear, safety footwear, and/or tools.

Employees who become eligible mid-year shall have the annual amount pro-rated.

16.05 Cell Phone Allowance

The allowance for use of personal cell phones shall be paid per the chart below.

Classification	Monthly Allowance
Apprentice	\$20.00
Journeyman	\$30.00
Foreperson, Senior Foreperson	\$40.00

The purpose of the phone allowance is for the data the timesheet app uses for appropriate time tracking in addition to reaching employees on site for work-related matters. There is a need to keep data/maps turned on throughout the shift for the timesheet

app to work. Failure to do so without prior authorization may result in forfeiting the monthly allowance.

Phone numbers of Journeypersons and Forepersons can be used/provided to delivery companies and superintendents for work purposes with the expectation they do not need to answer calls outside of work hours or on days off.

ARTICLE 17 - EDUCATION AND ASSISTANCE FUND

- 17.01 The Employer shall contribute to the Union's Education and Assistance Fund twenty (\$0.20/hr) cents 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 in the Remittances to the Union article and in the Union's remittance directive.
- 17.02 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.
- 17.03 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 18 - CONSTRUCTION INDUSTRY DEVELOPMENT & PROMOTION FUND

- 18.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") twenty (\$0.20/hr) cents 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 in the Remittances to the Union article and in the Union's remittance directives.

18.02 The Industry Fund is used to promote CLAC's model of open shop unionized construction representation. This is achieved by industry development among stakeholders such as 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's 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.

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

ARTICLE 19 - LEAVES OF ABSENCE, SICK LEAVE, BEREAVEMENT LEAVE AND JURY DUTY

19.01 In addition to unpaid leaves of absence provided under the *Employment Standards Act*, the Employer shall grant leaves of absence for the following reasons:

- a. marriage of the employee,
- b. sickness of the employee or employee's immediate family,
- c. death in the family,
- d. participation in union sponsored training or other educational events,
- e. birth or adoption of the employee's child.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

Employees shall give advance notice of planned absences, indicating dates of absence and return.

- 19.02 In the event an employee is absent from work for more than one (1) week due to illness or injury the Employer may request, at its own expense, that the employee provide written verification by a practicing physician, that the employee is fit to return to their 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.
- 19.03 An employee shall be granted one (1) month leave of absence to make arrangements for and to attend the funeral of the employee's spouse. The first five (5) days of such leave is paid by the Employer.
- 19.04 An employee shall be granted one (1) week leave of absence to make arrangements for and to attend the funeral (memorial service, interment or inurnment) of immediate family members. The first three (3) days of such leave is paid by the Employer. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial service, interment or inurnment). An employee may split the days of the leave in the event that a winter funeral is followed by a spring interment. Immediate family members shall include:
- a. The employee's parent, step-parent, foster parent, or parent of their spouse,
 - b. Children, step-children, foster children, or grandchildren or step-grandchildren of the employee and the employee's spouse,
 - c. The spouse of the employee's children, step-children, and foster children;

- d. The employee's brothers or sisters.
- 19.05 Employees shall be granted two (2) days leave of absence to attend the funeral (memorial service, interment, or inurnment) of extended family members. The first day of such leave is paid by the Employer. Such leave is to be taken from the date of the death and until the day after the funeral (or memorial service, interment, or inurnment). An employee may split the days of the leave in the event that a winter funeral is followed by a spring interment. Extended family members shall include: sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews, cousins of the employee, grandparents, step-grandparents of the employee or the employee's spouse.
- 19.06 Further to the above, paid time for bereavement leaves is limited to:
- a. days for which the employee can provide acceptable verification of the death of a family member including the date of the funeral, if requested by the employer;
 - b. the amount of time and wages that the employee lost as a result of such paid leave; and
 - c. the employee's regular straight time rate of pay.
- 19.07 Unpaid time in addition to the above may be granted, upon request, as unpaid personal leave time. Such requests for additional leave shall not be unreasonably denied.
- 19.08 **Personal Emergency Leave (PEL)**
An employee is entitled to ten (10) days of emergency leave. For those employees that have been with the company for a minimum of twelve (12) months, two (2) are paid by the employer as wages. The two (2) paid leave days are taken before any of the unpaid PEL days.

19.09 Jury Duty and Selection

To a maximum of three (3) days, the Employer shall pay the regular daily wages of an employee while attending jury selection and while serving as a juror, less any daily stipend or reimbursement from the court, 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 20 - DISCIPLINE AND DISCHARGE

20.01 The Employer may warn, suspend, demote, or discharge employees 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.

20.02 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 in accordance with Article 4.02.

20.03 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work and the incident giving rise to the meeting is so serious that immediate action is warranted, employees may be called in at a time when they are not scheduled to work. Such time to attend a discipline meeting is paid time per this Agreement.

20.04 Any letters of warning older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat

offence of the incident giving cause to the discipline during such twelve (12) month period.

Any record of suspension will be removed after twenty-four (24) months, provided there is no repeat offence of the incident giving cause to the suspension during such twenty-four (24) month period.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

21.01 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4 as the agents through which employees shall process their grievances and receive settlement thereof.

21.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

A "Group Grievance" is defined as a single grievance, signed by a steward or a Union representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The group of grievors shall be listed on the grievance form.

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A "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 representative.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- 21.03 All the time limits referred to in the grievance procedure herein contained shall be deemed to mean "business days" and exclude Saturdays, Sundays and public holidays as listed herein.
- 21.04 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. If the Employer does consider or process a grievance which has been presented late, the Employer shall not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.
- 21.05 The Union will not file a grievance until after the affected employee brings the complaint to the attention of his immediate supervisor. If the supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

Step 1

A grievance is to be filed within the five (5) days referred to in Article 21.04 above, in writing and shall be filed with the Employer by a steward or a Union representative. The Employer shall notify the Union of its decision in writing within five (5) workdays following the day upon which the grievance was filed.

A grievance shall identify:

- the facts giving rise to the grievance,
- the section or sections of this Agreement claimed violated and
- the relief requested.

The grievance will be signed by the employee involved unless it is a policy grievance. The Union may sign for an employee with the employee's instruction.

Step 2

If the Union is dissatisfied with the outcome at step 1, a Union representative shall within five (5) days of the decision under step 1, or within five (5) days of the day this decision should have been made, notify the Employer that a grievance meeting is required between the steward or Union representative together with the grievor and the Employer. This meeting will be held within five (5) days of the Step 2 meeting notice to the Employer. The Employer shall notify the steward or Union representative of its decision in writing within five (5) days of such meeting.

21.06 Union Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2. The Employer or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) days of the delivery of such written decision or within fifteen (15) days of when such written decision ought to have been delivered.

The Union will not institute a grievance directly affecting an employee which such employee could themselves institute, by passing the provisions of steps 1 and 2 above.

21.07 Grievance Resolution and Time Limit Waivers

The parties will make best efforts available to them by which they might voluntarily resolve a grievance before referring a matter in dispute to arbitration. That is, while the parties are active at attempting in good faith to resolve a grievance, while they are gathering evidence and while they are in dialogue in person, by phone or email and honouring timelines for replies that they give each other, a matter won't be referred to arbitration. During such time, the time limits contained herein are deemed waived by mutual consent. Neither party will claim to be prejudiced by such extension of time limits and neither will seek the dismissal of a grievance on the basis of timeliness due to such extension of time limits.

Where either party believes that efforts at resolution are not yielding the desired result, that party may give notice that it no longer waives time limits and that it will proceed to mediation or arbitration as outlined below.

21.08 Mediation

The parties may agree that a matter be mediated. If they agree in writing to do so, the arbitrator selection process will proceed as below, listing arbitrators known for their willingness and ability to mediate. Further, it is the same arbitrator who will render a final and binding decision if mediation fails to achieve a settlement of the grievance. This "med-arb" procedure will cease upon notice from one party to the other and to the arbitrator-mediator that it withdraws its agreement to mediate. The arbitrator then will proceed to arbitrate the dispute,

21.09 Arbitration

If the parties fail to settle a grievance, the grievance may be referred to arbitration under the procedure contained herein.

Notwithstanding the arbitration procedure contained herein, a grievance, at any time, may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the Labour Relations Act, 1995

- 21.10 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the final decision given at Article 20.05 above. If no decision is given, notice must be given within fourteen (14) days of when that decision was due.
- 21.11 With notice of desire to arbitrate, the party requiring arbitration will submit to the other party a list of three (3) arbitrators the party suggests for arbitrating the matter. The other party will reply with either notice that it agrees to one (1) or more of the three (3) or a list of three (3) alternate arbitrators. In the event the party submitting the matter to arbitration is unwilling to agree to these three (3), the parties shall arrange a lottery from amongst the six (6) arbitrators, drawing all six (6), in turn, and then requesting the arbitrators in the same order to hear the case. If the first arbitrator drawn is unable to convene a hearing within one month, the matter is sent to the second arbitrator drawn. The process will continue in that fashion until an available arbitrator has been found from amongst the six (6) or all of the six (6) arbitrators have been contacted in turn. If none of the six (6) arbitrators is able to convene a hearing within one (1) month the parties will remit the matter to the arbitrator that is available soonest.
- 21.12 Notices of desire to arbitrate and of nominations of an arbitrator shall be served in writing including by email or delivered in person.

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

- 21.13 If a party refuses or neglects to answer a grievance at any stage of the grievance and arbitration procedure, the other party may commence arbitration proceedings. If the party in default refuses or neglects to appoint an arbitrator in accordance with this article, the party not in default may appoint, upon notice to the party in default, may appoint an arbitrator to hear the grievance. The arbitrator's decision shall be final and binding upon both parties.
- 21.14 An arbitrator has the jurisdiction, power and authority to give relief for default in complying with the time limits set out in this article where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.15 Each of the parties hereto will bear, jointly and equally, the expense of the arbitrator.
- 21.16 An arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor adjudicate any matter not specifically assigned to it by the notice to arbitrate outlined in the grievance and arbitration procedure.
- 21.17 Employees found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitrator.

Where the arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the arbitrator may substitute a penalty which, in the arbitrator's opinion, is just and equitable.

ARTICLE 22 - DURATION

- 22.01 This Agreement shall be and shall remain in effect from June 1, 2024, to May 31, 2027, and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within sixty (60) days prior to the expiry date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.
- 22.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items shall be retroactive from the date of signing to the expiration date of the expired Agreement.
- 22.03 Until a new Agreement has been concluded all provisions in this Agreement shall remain in full force and effect.

DATED at Granton, ON, this 20th day of June, 2024.

Signature on file

SHAMROCK MECHANICAL SOLUTIONS INC.
 COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

SCHEDULE "A" - CLASSIFICATIONS AND HOURLY RATES

June 1, 2024

Classification	Rate	Vac. Pay	Stat.	Pension	H&W	Boot & Cell	E&A	IF	Total
		7.5%	Est.	\$3.25	Est. ER Cost				
JP Sheet Metal Worker	\$39.00	\$2.93	\$1.95	\$3.25	\$2.70	\$0.53	\$0.20	\$0.20	\$50.76
Foreperson	\$41.00	\$3.08	\$2.05	\$3.25	\$2.70	\$0.60	\$0.20	\$0.20	\$53.07
Sr. Foreperson	\$43.00	\$3.23	\$2.15	\$3.25	\$2.70	\$0.60	\$0.20	\$0.20	\$55.32

June 1, 2025

Classification	Rate	Vac. Pay	Stat.	Pension	H&W	Boot & Cell	E&A	IF	Total
		7.5%	Est.	\$3.25	Est. ER Cost				
JP Sheet Metal Worker	\$41.00	\$3.08	\$2.05	\$3.25	\$2.83	\$0.53	\$0.20	\$0.20	\$53.14
Foreperson	\$43.00	\$3.23	\$2.15	\$3.25	\$2.83	\$0.60	\$0.20	\$0.20	\$55.46
Sr. Foreperson	\$45.00	\$3.38	\$2.25	\$3.25	\$2.83	\$0.60	\$0.20	\$0.20	\$57.71

June 1, 2026

Classification	Rate	Vac. Pay	Stat.	Pension	H&W	Boot & Cell	E&A	IF	Total
		7.5%	Est.	8%	Est. ER Cost				
JP Sheet Metal Worker	\$43.00	\$3.23	\$2.15	\$3.44	\$2.98	\$0.53	\$0.20	\$0.20	\$55.72
Foreperson	\$45.00	\$3.38	\$2.25	\$3.60	\$2.98	\$0.60	\$0.20	\$0.20	\$58.20
Sr. Foreperson	\$47.00	\$3.53	\$2.35	\$3.76	\$2.98	\$0.60	\$0.20	\$0.20	\$60.61

SHAMROCK MECHANICAL SOLUTIONS INC.
COLLECTIVE AGREEMENT JUNE 1, 2024 – May 31, 2027

Apprentices shall receive an adjusted pension contribution commensurate with the level of their apprenticeship.

Effective June 1, 2026: The employer paid pension contributions will be calculated at eight percent (8%) of each employee's base wage rate.

Definitions:

Foreperson (FP) – An employee delegated with full responsibility for the oversight of a jobsite and the crew thereat.

Sr. Foreperson (SFP) – A designated Foreperson delegated with full responsibility and oversight of multiple jobsites and the crews thereat. The Sr. Foreperson is also responsible for overseeing and assisting other forepersons.

Premium:

HVAC Specialist - One dollar (\$1.00/hr) per hour premium for an employee, recognized by the employer to utilize skills associated to gas or refrigeration work/service. Premium to be paid on all hours.

Apprentices shall be paid the following minimum rate:

Employees who become an indentured apprentice shall receive a wage rate and pension contributions that are determined as follows:

1st Period	not less than 45% of journeyperson rate
2nd Period	not less than 52% of journeyperson rate
3rd Period	not less than 60% of journeyperson rate
4th Period	not less than 70% of journeyperson rate
5th Period	not less than 80% of journeyperson rate

SCHEDULE “B” - TOOL LIST

REQUIRED PERSONAL TOOL LIST FOR SHEET METAL WORKERS

Tool Description	Apprentices				Journey -person
	1 st & 2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	
Tool Box, Backpack, or Carrying Case	X	X	X	X	X
Tool Belt	X	X	X	X	X
Cordless Impact Drill (min 20v)	X	X	X	X	X
Minimum of 3 batteries (20v)	X	X	X	X	X
Snips (Right, Left & Straight) Wiss	X	X	X	X	X
Tape Measure (25ft) metric/imperial	X	X	X	X	X
Utility Knife	X	X	X	X	X
Tinners Hammer	X	X	X	X	X
Screwdrivers (Robertson, Flat & Phillips)	X	X	X	X	X
Folding Pliers (grey)	X	X	X	X	X
Torpedo Level	X	X	X	X	X
Pipe Crimpers Malco	X	X	X	X	X
Vice Grips	X	X	X	X	X
Combination Square		X	X	X	X
Bar Folder		X	X	X	X
Socket Set (up to 1 inch)		X	X	X	X
Cordless Grinder 20v		X	X	X	X
Cordless ½ Drill 20v		X	X	X	X
Power Hack Saw		X	X	X	X
Crescent Wrench Set (1”)			X	X	X
Side Cutters			X	X	X
C-Clamps				X	X
Nut Driver Kit				X	X
Cordless SDS Hammer Drill					X
Dividers					X

SCHEDULE C - HEALTH CARE BENEFITS

Life Insurance 80,000

Accidental Death & Dismemberment 80,000

- Dependent Life Insurance – Spouse 10,000
- Dependent Life Insurance – Child 5,000

Long-Term Disability (LTD) – Non-Taxable

- 60% of earnings to a max of \$3,000 per month

Extended Health Care

- 95% drug card (100% at Preferred Provider)
- Professional Paramedical Services - \$600 each practitioner listed

Vision Care

- \$200 every twenty-four (24) consecutive months
- \$200 every twelve (12) consecutive months, under the age of 18
- eye exam every twenty-four (24) months to Provincial R&C

Out of Canada/Province – Medical Emergencies

Employee & Family Assistance Program - Lifeworks

- 24/7 & 365 assistance at 1-844-880-9142 or worklifehealth.com

Dental Plan

- Basic and minor restorative services
 - 100% paid to \$1,500 maximum per person, per calendar year
- Major restorative services
 - 50% paid to \$1,500 maximum per person, per calendar year

The above is brief summary of coverage. Please refer to the benefit description pages for complete details regarding expenses, benefit maximums and other limitations. If you have any questions, please refer to coverage details at MyCLAC or call the CLAC Benefits Team at 1 800 463-2522.

CAMBRIDGE MEMBER CENTRE

45 Commerce Crt
Cambridge, ON N3C 4P7

T: 519-653-3002

TF: 877-701-2522

F: 519-653-3004

cambridge@clac.ca

CLAC RETIREMENT

1-800-210-0200

retire@clac.ca

CLAC TRAINING

1-877-701-2522

ontraining@clac.ca

CLAC BENEFITS

1-800-463-2522

easternbenefits@clac.ca

CLAC JOBS

1-877-701-2522

onjobs@clac.ca

CLAC APPRENTICESHIP

1-877-701-2522

onapprenticeship@clac.ca

clac.ca/myCLAC