

SOURCE	Co.		
W. EFF.	90	06	16
TERM.	92	04	30
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	ei		

**I.C.I. CONSTRUCTION COLLECTIVE AGREEMENT
(1990)**

BETWEEN:

The Ontario Refrigeration and Air Conditioning Contractors Association, designated as the Employer Bargaining Agency under the Ontario Labour Relations Act and herein referred to as the Association.

AND :

Local 787 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, designated as the Employee Bargaining Agency under the Ontario Labour Relations Act and herein referred to as the "Union".

TERRITORIAL JURISDICTION

The Territorial Jurisdiction of this Agreement is the whole area within the boundaries of the Province of Ontario.

ARTICLE 1: PURPOSE

The purpose of this Collective Agreement is to establish and maintain terms and conditions of employment between the Association, the Employer, and the members of the Union, and to provide a method of settling any differences which may arise between them.

ARTICLE 2: AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No modification to any of the terms or conditions of this Agreement shall be valid unless made in writing and signed by both parties.

ARTICLE 3: CONTEXT

This Agreement shall be read and construed as if all orthographical and grammatical changes had been made and wherever the singular and masculine are used throughout they shall be construed as if the plural and feminine or neuter had been used where the context or the parties hereto require.

ARTICLE 4: EMPLOYER

The term "Employer" in this Agreement is construed to mean the Association, any Company, partnership, sole proprietorship or otherwise which is bound by this Agreement.

ARTICLE 5: RECOGNITION

5:01 The Association recognizes Local Union 787 as the sole and exclusive bargaining agent for all Journeyman Foremen, Journeyman and Apprentice Refrigeration and Air Conditioning Mechanics, save and except persons above the rank of working Foreman, employed by Employers in the Province of Ontario in the industrial, commercial and institutional construction sector (hereinafter referred to as the I.C.I. Construction Sector) of the Refrigeration and Air Conditioning trade.

(a) The Union recognizes the Association as the sole and exclusive bargaining agent for employers of Local 787 members employed in the I.C.I. Construction Sector in the Province of Ontario.

(b) Subject to the express terms of this Agreement and specifically to Article 8 Paragraph 8.03 (a) and (b), the Union recognizes the right of the Employer to operate and manage his business in accordance with his commitments and responsibilities. The following are solely and exclusively the responsibility of the Employer:

(1) The location of Company workshops and warehouses.

(2) Designation of work to be done and responsibilities of each employee.

(3) Scheduling of work.

(4) Methods and means by which the work is to be accomplished within the provisions of all Safety Regulations.

(5) The right to decide on the number of employees needed by the Company at any time.

(6) The control of all operations and buildings, machinery and tools owned or rented by the Company. The direction of the employees, including the right to hire, suspend or discharge for just cause and the right to relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively with the Employer subject to this Agreement and in particular, subject to the grievance and arbitration procedures provided herein.

(7) The Employer agrees that in the exercising of its management rights and in the administration of this Agreement, it shall do so in a fair and reasonable manner.

5:02 Except as may otherwise be provided for herein:

(a) All employees covered by this Agreement shall, as a condition of employment or continued employment, be members of the Union in good standing.

(b) In the event that an employee fails to tender to the Union the required initiation fee or monthly dues and for any reason becomes a suspended member of the Union, the Employer will not assign work to such employee upon request by the Union.

5:03 Employers will obtain from the Union all persons required to perform any of the work described in Appendix "A" attached hereto, except if Union members are not available, the Employer may hire other qualified workers, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained employee and none are available on the Union "out of work" list, an Employer may, if he decides the workers on the list are not suitable, hire an employee provided article 25 has been adhered to. The Union will notify the Employer within 48 hours of the worker's acceptance.

5:04 The Union shall take reasonable steps to ensure that none of its members are employed by Employers not bound by this Agreement with the Union. This is not to be construed to prevent a member securing employment outside of his trade.

5:05 No member of the Union while employed by an Employer bound by this Agreement shall perform work as outlined in Appendix "A" of this Agreement for anyone other than his Employer without permission from both his Employer and Union.

ARTICLE 6: EMPLOYEE

6:01 Under the terms of this Agreement there shall be the following categories or classes of employees:

Journeyman Foreman
Journeyman Mechanic
Apprentices
Students

Which categories or classes are defined as follows:

6:02 JOURNEYMAN FOREMAN - Shall be an employee with the qualifications of a Journeyman Mechanic, and who has been requested to take charge of a job over 3 consecutive days duration where 2 additional Local 787 Journeymen are employed. On any **job** where 3 or more Local 787 Journeymen are employed a foreman must be designated and he must be a member of Local 787.

A Journeyman Mechanic who has been requested to take charge of a job as Journeyman Foreman shall hold the position and pay of a Journeyman Foreman for the duration of the job.

6:03 JOURNEYMAN MECHANIC - Shall designate a person who holds a valid Certificate of Qualification for the Province of Ontario and **who** has passed any examination which may be required by the Local 787 Examining Board,

6:04 APPRENTICE - Shall designate any person who engages himself for a minimum period to an Employer for the purpose of learning the trade **as** laid down by the Ontario Apprenticeship and Tradesmen's Qualification Act. He will attend all courses of study as laid down by the Act and by the Joint Training and Apprenticeship Committee.

The Employer shall be permitted a ratio of one Apprentice for the first Journeyman member, and then permitted an additional Apprentice for every three additional Journeyman members employed.

6:05 STUDENTS - For the purpose of this Agreement, the term "student" shall mean a person who, except for summer vacation period or work study period, would normally be attending full time at High School, Vocational School, or University and taking subjects relating to the Refrigeration and Air Conditioning Trade.

The intention of this clause is to enable an Employer to give practical experience during summer months to a person whose declared intention is to seek employment in the Trade upon graduation from school, and is not intended as **a** source of casual labour.

(a) The Employer involved must employ the maximum number of Apprentices as allowed by the Apprenticeship and Tradesmen's Qualifications Act of Ontario as amended or replaced from time to time during the term of this Agreement, before hiring a student.

(b) The foregoing notwithstanding, no Employer shall employ more than one "student" for every eight (8) Union members employed, except, **any** Employer employing at least five (5) members of the Union may hire one "student".

(c) Students will be required to pick up a temporary work card and work referral slip prior to starting work.

ARTICLE 7: RESPONSIBILITY OF EMPLOYEES

For the purpose of establishing a minimum responsibility, employees will be described in three (3) categories:

Journeyman Foreman
Journeyman Mechanic
Apprentice-Student

7:01 GENERAL - The Employee shall:

(a) Assume his position with his Employer according to his qualifications in the industry and shall accept the following as the minimum requirements and terms of his employment, but shall not be limited to them or relieved of further responsibility delegated by the Employer.

b) Arrive ready for work suitably and neatly dressed at the normal starting time unless prevented by his Employer from doing so.

(c) While in the possession of an Employer's tools, equipment, materials, vehicles or other Employer's property take all reasonable precautions to prevent damage, **loss**, theft, breakage, misuse, etc.

(d) Ensure that an Employer's vehicle, when provided for his use, is employed in accordance with the "Company Policy" and operated in a manner which will result in maximum useful life and maximum economy. While all costs for maintenance and repairs are borne by the Employer, the employee will advise the Employer immediately and in writing, with a copy to be retained by the employee, of any servicing that may be required to keep the vehicle in good and safe running order and presentable in appearance

(e) When representing his Employer, make every effort, according to his qualifications, to look after the best interests of the Employer.

(f) All employees shall be required to have and wear approved safety boots or shoes, and safety hats as a condition of employment. The employee shall provide the safety hat at his own expense unless the Employer demands a safety hat of a particular colour or style, in which case the Employer shall supply it/them at the Employer's expense. Safety hats supplied by the Employer shall be returned to the Employer by the employee on termination of employment. It shall be the responsibility of the employee to be knowledgeable of the Safety Regulations under the Occupational Health and Safety Act 1978.

7:02 A JOURNEYMAN FOREMAN SHALL:

(a) Direct all phases of a project for which he was appointed foreman and be capable of instructing Journeymen and Apprentices in the actual installation work from drawings and instructions given by his Employer and perform the work of a Journeyman Mechanic when so required by his Employer.

7:03 JOURNEYMAN MECHANIC

(a) Journeyman Mechanic shall when issued a specific job assume the role of a mechanic and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his control he shall immediately advise his superiors.

(b) When working with an Apprentice, a Journeyman Mechanic shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.

(c) A Journeyman Mechanic shall take reasonable steps to ensure that upon his leaving a job, the safety of other employees of the Employer engaged at the project are not in jeopardy due to unsecured equipment or materials. Upon completing a project or leaving a project for a sustained period of time, a Journeyman Mechanic shall clean up the job site or shall make arrangements to have this done according to the project requirements.

7:04 APPRENTICE - The responsibility of an Apprentice is covered under the joint direction of the Ontario Apprenticeship and Tradesmen's Qualification Act, and the Joint Training and Apprenticeship Committee.

(a) He will work under direct supervision of a Journeyman member of the Union and be responsible to the Journeyman for the work which he has performed. He shall follow the instructions and directions of the Journeyman.

ARTICLE 8: RESPONSIBILITY OF EMPLOYER

8:01 An Employer shall attempt to keep an indentured Apprentice active in his relative training until completion of his Apprenticeship. Should the Employer find it necessary to lay off an Apprentice, that Apprentice or an Apprentice with **the** same years of experience or greater shall be recalled or hired when work becomes available. If the Apprentice or Apprentices with the same years of experience or greater are not available at the time of recall, this provision shall not apply.

8:02 Before hiring a member of Local 787, an Employer must present a written copy of the Employer's "Company Policy". A copy MUST be deposited on file at the Union office and the employee shall sign an appropriate form as proof that he has received a copy of the Employer's "Company Policy". Policy shall include such items as working hours, the wearing of uniforms, and use of Employers/employees vehicles, etc.

The "Company Policy" shall not contravene this Agreement or any other applicable legislation.

Revision of "Company Policies" must be deposited on file at the Union office and each and every employee affected by the change must be advised.

8:03 The Employer shall:

(a) Assign exclusively to members of the Union all of the work described in Appendix "A", attached hereto and forming part of this Agreement.

(b) Employers will not sublet refrigeration or air conditioning work to non-union contractors.

8:04 The Employer will keep Company vehicles in proper mechanical and safe condition. If a dispute arises, the governing body will be "The Ministry of Transportation and Communications Vehicle Inspection Section".

(a) All Employer's vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's vehicles will be equipped with First Aid Kits, Fire Extinguishers and Safety Flares.

(b) It is the employees responsibility to notify the Employer of any deficiencies in either 8:04 or 8:04(a).

8:05 The Employer shall show proof of Insurance Coverage (minimum \$1,000,000.00 Public Liability and Property Damage) of vehicle and employee during working hours, and after working hours while using vehicle according to "Company Policy". Written proof and permission must be issued to employee involved.

8:06 It shall be the responsibility of the Employer to comply with the regulations under the Occupational Health and Safety Act, 1978, on all **jobs** where Union members are employed.

8:07 The Employer will provide employees with credit cards, pump keys, cash or other suitable methods of paying for gas, oil, service and minor repairs to Employer's vehicle, parking fees, etc. In some instances an employee may be required to purchase minor material in which case he shall be provided with a cash floater if he requests it. If a cash floater is provided, it will be replenished at suitable intervals on submission of receipts for money spent. The cash floater is for the benefit of the Employer and must be available at all working time for that purpose.

ARTICLE 9: UNION STEWARDS

9:01 The Union may appoint, and the Employer shall recognize a Steward for each shop, job or area. The Employer's General Manager shall be notified in writing of the name of the Steward when the appointment becomes effective. The Steward shall be recognized as the representative of the Union for the **shop**, job or area in which he is working and no discrimination shall be shown against him for carrying out his Union duties. He shall not be laid off, transferred or discharged by reason of executing his Union duties and responsibilities as a Steward.

9:02 The Steward shall assist in adjusting differences which may arise out of the interpretation, application or alleged violation of this Agreement.

9:03 He shall see that the provisions of this Agreement are complied with and report any infractions to the office of the Union. This also applies to safety regulations.

ARTICLE 10: UNION REPRESENTATIVE

10:01 An official representative of the Union shall have access to projects during working hours provided this is within the control of the Employer.

10:02 An official representative of the Union when entering a project shall when practicable, advise the Superintendent or Employer of his visit and at no time shall he interfere with job progress unless there is a matter of dispute on the job, in which case the matter must be discussed with the job Superintendent or Foreman, so that no unnecessary work stoppage occurs.

10:03 An official representative of the Union shall be granted unpaid leave of absence when required for Union business provided that reasonable notice is given to the Employer.

ARTICLE 11: HOURS OF LABOUR

11:01 The ordinary hours of work shall be seven and one half consecutive hours per day not including time for lunch, between 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 37 1/2 hours. Normal job starting and job quitting times to be determined by the Employer in accordance with area or Employer's practice provided they are within the ordinary hours of work. Changes to normal starting and quitting times for special reasons may be arranged between the Employer and employee by mutual agreement. Any Employer wishing to revise normal starting and quitting time shall provide 7 days notice to the employees.

11:02 **SHOW UP PAY** - Unless an employee is informed prior to the end of the previous work day he should not report to work on the following work day, such employee shall be paid an amount equal to four hours wages (including vacation pay and all other financial benefits provided for in this Agreement) and must take work available.

11:03 **BEREAVEMENT LEAVE** - In the event of a death in the employee's immediate family, i.e. the employee's children, parents, brothers, sisters, spouse, spouse's parents, the Employer will grant to the employee up to 3 days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service. Pay shall be at the employee's straight time rate and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

11:04 In the event that an accident occurs whilst a Union member is on Employer business, which necessitates the member having to visit a doctor or hospital for treatment, etc., the time lost by the member shall be paid for by the Employer. If it is necessary for a Local 787 member to be taken for treatment by a second member, his lost time will also be paid for by the Employer. It is the intent that members would only be paid up to the completion of the shift which they were working at the time treatment was required.

11:05 JURY DUTY - Jury Duty Compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that he is compensated by the Crown, he shall be compensated by the Employer at \$25.00 per day and by the Union at \$25.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Employer and to the Union.

ARTICLE 12: OVERTIME

12:01 All time worked between the regular closing time of one day and the regular starting time of the following day shall be paid at overtime rates. Travelling time between the regular closing time of one day and regular starting time of the following day will be paid at straight time.

12:02 Overtime shall be paid for at the rate of double time for hours worked from regular closing time until regular starting time on week days, and all hours worked on Saturday, Sunday and Statutory Holidays recognized in 12:03.

12:03 STATUTORY HOLIDAYS - Recognized Statutory Holidays are New Year's Day, "Heritage Day" (if declared), Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.

12:04 SHIFT WORK - Where it is necessary for a worker to work a night shift instead of a day shift or both night and day shifts because of tying in with other trades or construction schedules, or where life may be endangered or property damaged, or a shift commencing any time after regular closing time, the worker shall work 7-1/2 hours for 8-1/2 hours pay.

Shift rates apply only to shifts starting after Sunday midnight and finishing Friday midnight. All hours over 7-1/2 hours worked in any one shift as described in 12:04 shall be paid for at overtime rates. No worker shall be required to work more than one shift in any 24 hour period.

12:05 If any man reports late for work, no overtime will be paid until a full day or shift has been completed from time of reporting. A man is not late if he is asked to report after normal starting time.

ARTICLE 13: TRAVEL

13:01 The word "City" shall be construed as any City or Town where the employee has located a permanent place of employment.

13:02 The work zone shall be the area within a 25 km. radius from the City or Town Hall, except in the case of Toronto where the work zone shall be that area bound on the south by Lake Ontario; on the west by Highway 10; on the north by Highway 7; on the east by Brock Road.

13:03 Employees will be on the job within the work zone by regular starting time. Workers travelling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by regular starting time and regular quitting time.

13:04 Any member not supplied with transportation by the Employer and therefore uses his own vehicle shall receive \$0.40 (cents) per km. for the use of his own vehicle while on Employer's business. For the purpose of computing mileage, it will be assumed that the day begins and ends at the shop and mileage will be computed from shop to shop, shop to job, job to job and job to shop.

In a situation where an employee is required to use his own vehicle on a one call or one day basis, the employee will be paid the mileage rate as above or \$25.00 per day or per call whichever is the greater amount. In situations where an employee is required to use his own vehicle on regular basis (weekly), he will be paid the mileage rate as above or the minimum of \$100.00 weekly, whichever is the greater amount. Under no circumstances will the daily minimum amount of \$25.00 accumulate to exceed the weekly minimum amount of \$100.00 in any one pay period.

Employees shall not carry more than their personal tools plus 45.5 kg (100 lbs) of employer's tools and supplies in their personal vehicle.

13:05 Travel Expense are to be paid at the same time as wages are paid.

13:06 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his vehicle at business rates if vehicle is used on Employer's business and that he will file a copy of the policy endorsement with the Employer.

13:07 The Employer agrees to pay parking fees incurred by employee while on Employer's business.

13:08 All employees sent out of the City to work and who do not return daily to their normal residence shall receive expenses incurred, in obtaining meals and accommodation, and other legitimate expenses incurred, including transportation costs whether by air, train, bus, etc. If travelling at night by train, a sleeper is provided.

13:09 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if the job is expected to last longer than seven days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.

13:10 If an employee is requested to use his vehicle for a job outside the City, any travelling involved during the course of the job or jobs, including return trips as outlined in 13:11 will be done in the employee's vehicle at the rate outlined in 13:04.

13:11 During the course of a job where the employee does not return to his normal residence daily he will be entitled to return home on the following basis:

- a) every week for jobs within 161 km. (100 miles) of the City.
- (b) every two weeks for the jobs within 644 km (400 miles) of the City.
- (c) every three weeks for jobs over 644 km. (400 miles) from the City.

If the employee does not wish to return home at the above stated intervals the Employer will continue the payment for lodging and meals during the weekend. If the employee does return home he will receive transportation costs as outlined in Article 13:08 but will not receive payment for travelling time. Travel arrangements will be controlled by the Employer.

13:12 When on jobs out of the City over five (5) days duration, all employees shall be allowed one personal phone call of 3-minutes limit, per week paid by the Employer.

13:13 Employees will not be expected to use their own money for expenses incurred on behalf of the Employer.

13:14 In cases where, for Employer's reasons, the employee has the use of an Employer supplied vehicle to drive from employee's place of residence to the work zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:04.

13:15 In addition to wages and benefits, employers bound by this Collective Agreement will pay to all employees working under the terms of this Collective Agreement a travel allowance for all hours earned based on the following schedule:

	JUNE 16, 1990	MAY 1, 1991 INCREASE	TOTAL
JOURNEYMAN	.60	.15	.75
APPRENTICES			
5th	.48	.12	.60
4th	.42	.11	.53
3rd	.36	.09	.45
2nd	.30	.08	.38
1st	.24	.06	.30
Jr. Mtce Mech	.24	.06	.30
Mtce Mech	.30	.08	.38

ARTICLE 14: WAGE RATES

14:01 The Province of Ontario is divided into four zones as indicated on the map inserted at the end of this Agreement. The location of the dividing lines between the zones is described in Appendix (8) of this Agreement.

14:02 If a man works outside his zone, or out of the Province, he is to be paid the prevailing rate for the zone in which he is working, provided it is not less than that paid in his own zone.

14:03 The following chart shows the hourly rates which will apply from date of Memorandum of Agreement to April 30th, 1992 for all Local 787 Journeyman members and U.A. members of other locals working on a Travel Card in Local 787.

JOURNEYMAN WAGE PACKAGE

	BASIC RATE	10% V.P.	TRAVEL ALLOW	PENSION H&W TNG	IND FUND	TOTAL PK
ZONE 1						
06/16/90	\$26.35	\$2.64	\$.60	\$2.45	\$0.04	\$32.08
05/01/91	\$28.00	\$2.80	\$.75	\$2.45	\$0.04	\$34.04
ZONE 2						
06/16/90	\$25.85	\$2.59	\$.60	\$2.45	\$0.04	\$31.53
05/01/91	\$27.50	\$2.75	\$.75	\$2.45	\$0.04	\$33.49
ZONE 3						
06/16/90	\$25.35	\$2.54	\$.60	\$2.45	\$0.04	\$30.98
05/01/91	\$27.00	\$2.70	\$.75	\$2.45	\$0.04	\$32.94
ZONE 4						
06/16/90	\$24.85	\$2.49	\$.60	\$2.45	\$0.04	\$30.43
05/01/91	\$26.50	\$2.65	\$.75	\$2.45	\$0.04	\$32.39

Journeyman who **have** not completed 40 hours of upgrade training prior to May 1, 1988 will be paid an hourly basic rate \$0.45 (cents) per hour less than the Journeyman basic rate. Upon meeting the training requirements and the receipt of the referral slip, the Journeyman will advance to the Journeyman basic rate.

14:04 APPRENTICE RATES

(a) Apprentice Hourly Rates for this Agreement are based on the following charts.

APPRENTICE WAGE PACKAGE - JUNE 16, 1990

	BASIC RATE	10% V.P.	TRAVEL ALLOW	PENSION H&W TNG	IND. FUND	TOTAL PKG.
ZONE 1						
TERM 1	9.48	.95	0.24	2.45	.04	13.16
2	12.27	1.23	0.30	2.45	.04	16.29
3	15.07	1.51	0.36	2.45	.04	19.43
4	17.90	1.79	0.42	2.45	.04	22.60
5	20.72	2.07	0.48	2.45	.04	25.76
ZONE 2						
TERM 1	9.28	.93	0.24	2.45	.04	12.94
2	12.01	1.20	0.30	2.45	.04	16.00
3	14.77	1.48	0.36	2.45	.04	19.10
4	17.55	1.75	0.42	2.45	.04	22.21
5	20.32	2.03	0.48	2.45	.04	25.32
ZONE 3						
TERM 1	9.08	.91	0.24	2.45	.04	12.72
2	11.75	1.17	0.30	2.45	.04	15.71
3	14.47	1.45	0.36	2.45	.04	18.77
4	17.19	1.72	0.42	2.45	.04	21.82
5	19.92	1.99	0.48	2.45	.04	24.88
ZONE 4						
TERM 1	8.88	.89	0.24	2.45	.04	12.50
2	11.48	1.15	0.30	2.45	.04	15.42
3	14.17	1.42	0.36	2.45	.04	18.44
4	16.84	1.68	0.42	2.45	.04	21.43
5	19.52	1.95	0.48	2.45	.04	24.44

APPRENTICE WAGE PACKAGE - MAY 1, 1991

	BASIC RATE	10% V.P.	TRAVEL ALLOW	PENSION H&W TNG	IND. FUND	TOTAL PKG.
ZONE 1						
TERM 1	10.14	1.01	0.30	2.45	.04	13.94
2	13.09	1.31	0.38	2.45	.04	17.27
3	16.05	1.61	0.45	2.45	.04	20.60
4	19.05	1.91	0.53	2.45	.04	23.98
5	19.31	1.93	0.60	2.45	.04	27.33
ZONE 2						
TERM 1	9.94	.99	0.30	2.45	.04	13.72
2	12.83	1.28	0.38	2.45	.04	16.98
3	15.75	1.58	0.45	2.45	.04	20.27
4	18.70	1.87	0.53	2.45	.04	23.59
5	21.64	2.16	0.60	2.45	.04	26.89
ZONE 3						
TERM 1	9.74	.97	0.30	2.45	.04	13.50
2	12.57	1.26	0.38	2.45	.04	16.70
3	15.45	1.55	0.45	2.45	.04	19.94
4	18.34	1.83	0.53	2.45	.04	23.19
5	21.24	2.12	0.60	2.45	.04	26.45
LONE 4						
TERM 1	9.45	.95	0.30	2.45	.04	13.28
2	12.30	1.23	0.38	2.45	.04	16.40
3	15.15	1.52	0.45	2.45	.04	19.61
4	17.99	1.80	0.53	2.45	.04	22.81
5	20.84	2.08	0.60	2.45	.04	26.01

(b) If during the term of this Agreement the Apprenticeship and Tradesmen's Qualification Act is amended, the Apprentice rates listed will be amended accordingly. No employed Apprentice will receive a reduction in his basic hourly wage.

(c) Advancement in Apprentice Rates will be by Referral Slip from the Union office only. A Referral Slip will be issued when the Apprentice has met his responsibilities as outlined in the J.T.A.C. Standards section 9 (b) and 10 (f) and the J.T.A.C. office has verified the Apprentice's records with the Employer.

(d) Apprentices upon completion of their Apprenticeship will advance to the Journeyman basic rate. Apprentices will be deemed to have completed the training requirements as outlined in Article 14:03.

14:05 STUDENTS - Basic rate will be the same as laid down for a first term Apprentice including Vacation Pay and contributions to the Benefit Plan.

14:06 JOURNEYMAN FOREMAN - The basic hourly rate of a Journeyman foreman shall be the basic Journeyman's rate plus 10%.

14:07 PAY DAY - The "normal work week" shall consist of five 7-1/2 hour days. Pay day shall be once a week. If the pay is to be a cheque, it will be given to the employee before the end of his shift on Thursday or deposited in his Branch of a Chartered Bank or Trust Company by Friday. If by cash, before the end of his shift on Friday.

If pay cheques are mailed to the employee's residence they must be mailed in sufficient time to arrive by Thursday afternoon of the appropriate week.

14:08 TIME SHEETS - Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or his representative.

ARTICLE 15: VACATION AND STATUTORY HOLIDAY PAY

15:01 Vacation and Statutory Holiday Pay shall be paid at the rate of 10% of basic earnings for all categories of employees during the term of this Agreement. 5% shall be regarded as Vacation Pay and 5% shall be regarded as Statutory Holiday Pay.

15:02 Vacation and Statutory Holiday Pay will be paid every month to the "Vacation and Statutory Holiday Pay Trust Fund" as administered by trustees elected by Local 787.

It will be seldom that the end of the month will coincide with an Employer's pay week, therefore the Vacation and Statutory Holiday Pay may be calculated to the end of the first pay period of the following month.

15:03 Vacation and Statutory Holiday Pay shall be recorded weekly. Income Tax on Vacation and Statutory Holiday Pay will be calculated and paid out of the employee's hourly rate weekly. Pay cheque stubs will show actual amount of Vacation and Statutory Holiday Pay.

15:04 Vacation periods will occur preferably between May and September. A schedule is to be posted on the Employer's notice board before the month of May.

15:05 Vacation periods will be allocated by seniority and shall begin and end at the shop.

15:06 It is the intent of this Agreement that the employee shall be permitted to take three (3) weeks vacation annually, two (2) weeks during the recognized period as per 15:04. If it is impractical to permit holidays during the recognized period owing to the pressure of work, then an alternative period shall be mutually agreed upon.

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

16:01 To assure the Industry of an adequate supply of properly trained and skilled Journeymen, Apprentice and Journeyman training shall be under the jurisdiction of the Joint Training and Apprenticeship Committee, composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.

16:02 The Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Worker's Local 787 - O.R.A.C. Training Trust Fund Agreement."

16:03 All prospective Apprentices must be approved by the Joint Training and Apprenticeship Committee before being employed.

16:04 To enable this Committee to fulfill its obligations as related above, the Association and the Union shall allocate to it the necessary sum of money as outlined in Article 17:01.

ARTICLE 17: REFRIGERATION WORKER'S LOCAL 787 - O.R.A.C TRAINING TRUST FUND

17:01 Each Employer bound by this Agreement shall contribute to the "Refrigeration Worker's Local 787 - O.R.A.C. Training Trust Fund" monthly, \$0.10 (cents) for each hour earned by each employee.

17:02 Contributions as specified in Article 17:01 will be made as outlined in Article 21:00.

ARTICLE 18: INDUSTRY FUND

18:01 Each Employer bound by this Agreement shall contribute to the Industry Fund monthly, the sum of \$0.04 (cents) for each hour earned by each of his employees. Such amounts on receipt shall be immediately paid to O.R.A.C as each Employer's contribution for the general purposes of O.R.A.C. Should O.R.A.C. require an increase during the term of this Agreement, such increase shall be determined by the Board of Directors of O.R.A.C.

18:02 The Industry Fund shall be administered by the Board of Directors of O.R.A.C.

18:03 Contributions as specified in 18:01 will be made as outlined in Article 21:00.

ARTICLE 19: WELFARE AND PENSION TRUST FUND

19:01 Each Employer bound by this Agreement shall contribute to the "Local 787 Welfare Trust Fund" on behalf of each employee in his employ the sum of \$0.85 (cents) for each hour earned to be administered by Trustees elected by Local 787.

19:02 Each Employer bound by this Agreement shall contribute to the "Local 787 Pension Trust Fund" on behalf of each employee in his employ the sum of \$1.50 for each hour earned to be administered by Trustees elected by Local 787.

19:03 In compliance with Bill 162 Worker's Compensation Board Act each employer throughout the first year after a work related injury to a worker shall make contributions on behalf of the injured worker to the Local 787 Benefit Plan for Health and Welfare at the amount prescribed in 19:01 to a maximum of the monthly coverage. Also, the employer shall make pension contributions on behalf of the injured worker at the amount prescribed in 19:02 based on the work week as outlined in 11:01 of this Collective Agreement when the worker is absent from work because of a work related injury.

19:04 Contributions as specified in Articles 19:01, 19:02 and 19:03 will be made as outlined in Article 21:00.

ARTICLE 20: UNION DUES CHECK-OFF AND R.R.S.P. DEDUCTIONS

20:01 The employer shall deduct from the employees wages in the first pay of the month (or after returning to work if the employee is absent the first pay of the month) a sum equivalent to one months dues which is calculated on twice (2X) the employees basic hourly rate that he/she is being paid prior to the vacation pay calculation.

The employer shall also deduct "Union Field Dues" from each employees weekly wages the amount of \$0.10/hour for all hours earned.

20:02 The Union will submit by April 1st annually to each Employer a listing of each employee's voluntary R.R.S.P. hourly deduction. The R.R.S.P. deduction will be effective May 1st to April 30th.

The hourly deduction will be made from the employees pretax earnings.

20:03 Deductions as specified in Articles 20:01 and 20:02 will be made as outlined in Article 21:00.

ARTICLE 21: MONTHLY REPORTS OF CONTRIBUTIONS AND DEDUCTIONS

21:01 Each month's submission of Employer Contributions and Deductions as outlined in Articles 15, 17, 18, 19, and 20 must be made on the forms supplied by the Administrator. The same basic information is required for the J.T.A.C., Industry Fund, Welfare Trust Fund, Pension Trust Fund, Vacation and Statutory Holiday Pay Trust Fund, Union Dues Check-Off and R.R.S.P. Deductions. All such funds and deductions will be combined for payment and report purposes. Contributions and Deductions shall be reported and paid for each employee.

The earnings of each employee (basic rate x hours earned) must be reported in the appropriate spaces, totaled and the 10% multiplier applied to the total basic earnings of all employees as required in Article 15.

A combined contribution rate of \$2.49 will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01 and 19:02.

Union Dues Deductions and R.R.S.P. Deductions of each employee as outlined in Article 20 must be reported in the appropriate spaces.

21:02 The Employer monthly report forms, together with a cheque for the full amount and made payable to the U.A. Local 787 Benefit Plan shall be sent to:

U.A. Local 787 Benefit Plan
2180 Steeles Avenue West
Suite 302
Concord, Ontario
L4K 2Z5

21:03 The report forms and cheque must reach the Administrator on or before the 15th of the month following the month for which deductions and contributions are being made.

21:04 If an Employer does not remit reports and contributions in accordance with Article 21:03, he shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of \$250.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

Consideration for interruptions in postal delivery will be given provided the Employer contacts the Administrator prior to the deadline as outlined in Article 21:03.

In the event that any proceedings are instituted to force a compliance with Article 21, the defaulting Employer shall be required to pay an additional \$250.00 to cover legal and/or administration costs.

The administrator shall contact the defaulting Employer prior to applying this article.

21:05 If payment has not been received within 30 days after receiving written notice from the Administrator, the Union may withdraw its men from that Employer only. This action will not be considered an illegal strike.

(**ARTICLE 22: OWNER OPERATOR**

22:01 It is agreed that owner-operators, as independent contractors or otherwise, are employees for the purpose of this agreement and shall be covered by the same as herein set forth:

(a) **As** a condition of any owner-operator performing any work covered by this Agreement, it is agreed that:

(i) He shall be a member of the Union in good standing.

(ii) He shall assign, let or sub-let any work covered by this Agreement subject to the terms thereof:

(iii) Contributions to the Refrigeration Worker's Local 787 - O.R.A.C. Training Trust Fund, Welfare Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such owner operators as and when required by this Agreement and schedules thereto.

ARTICLE 23: COFFEE BREAK

23:01 The Employer, shall permit a "coffee break period" of 15 minutes duration in each half of a shift, whether during a normal day or on shift work.

ARTICLE 24: PICKET LINES

24:01 Employees may honour a picket line established by any Trade Union or its members in support of a lawful strike at a project where an Employer is engaged. Such action shall not constitute an unlawful strike within the provisions of this Agreement and the Employer shall not institute or commence any applications, actions or proceedings of any nature whatsoever under the Ontario Labour Relations Act, this Collective Agreement or otherwise against the Union or **any** of its officers, officials, servants, employers, agents or members in connection with any such action.

ARTICLE 25: HIRING AND TERMINATION

25:01 It shall be the responsibility of the Employer or his hiring agent to verify that Journeymen are in possession of an Ontario Certificate of Qualification, and that a registered Apprentice make the necessary arrangements to have his indenture papers transferred to the new Employer.

Non registered workers beginning their Apprenticeship will be registered as early as possible,

25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he will be expected to conform if hired (**As** per Article 8:02).

25:03 Prior to the new employee starting work, the Employer must receive a **Work** Referral Slip as issued by the Union, showing that the employee is a member of the Union in good standing and the month to which his dues are paid.

The employee will sign a Dues Deduction Authorization form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.

25:04 The Employer or the employee will give at least four hours notice of termination and this is to be used to complete shift, take truck stock, evaluate time sheets, settle outstanding account of money owing to either party and preparation of employment records required by UIC which records shall be given to the employee within 7 days. It shall be the mutual responsibility of the Employer and the employee to see that all Employers property (including vehicle, inventory, credit cards, tools etc.) are returned and the employee will repay all advances or outstanding tool invoices etc., before being entitled to receive final pay.

- (a) No Employer shall terminate the employment of an employee who has been employed for three months or more unless the Employer gives,
- (1) one weeks notice in writing to the employee if his or her period of employment is less than one year;
 - (2) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three year;
 - (3) three weeks notice in writing to the employee if his or her period of employment is three years or more but less four years;
 - (4) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
 - (5) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
 - (6) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
 - (7) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
 - (8) eight weeks notice in writing to the employee if his or her period of employment is eight years or more.

(b) The Employer also agrees that during this notice period, the employee will not receive any less than his regular weeks wages, vacation pay and benefits for each week of notice. "Week" as defined in Article 11:01.

(c) In the event the Employer does not give an employee written notice, he shall pay the employee his regular wages, vacation pay and benefits for the period of notice the employee is entitled to.

(d) In circumstances where an employee is unable to return all the Employers property to the Employers place of business prior to the end of his regular scheduled shift, the employee shall be paid his regular wages, vacation pay and benefits up to a maximum of four hours.

(e) If an employee is terminated for just cause the Employer is not required to give notice, but the employee is entitled to the conditions outlined in 25:04 (d).

(f) If an employee wishes to terminate his employment with the Employer he shall give a minimum of two weeks written notice. The Employer shall continue to employ him as outlined in article 25:04 (b) or pay him in lieu of notice.

(g) On termination the employee shall receive all monies owed to him on his next pay period or be sent to employees last known home address.

(h) If the conditions as set out in 25:04 (a) through (g) are not complied with it shall be termed grounds for a grievance and referred to the Ontario Labour Relations board under Section 124 of the Ontario Labour Relations Act as per Article 27:03.

ARTICLE 26: TOOLS AND UNIFORMS

26:01 The Employer shall supply:

- all pipe wrenches, vices, taps and dies
- all electrical tools
- all electric measuring instruments
- all machinist measuring instruments
- all air and gas measuring devices
- all gas containers
- all welding equipment, including wearing apparel and safety accessories
- specialty tools
- vacuum pumps
- power tools
- wrenches over 1"

26:02 Each Journeyman, and Apprentice after completion of his first year, shall have and maintain a complete set of hand tools necessary to install air conditioning and/or refrigeration equipment. Employees will not supply tools listed in **26:01**.

26:03 The employee will supply to the Employer at the time of employment a list of personal tools as mentioned in Article **26:02**. It will be the responsibility of the employee to keep the list up to date for the purpose of replacement as outlined in Article **26:09**.

26:04 Those tools supplied by the Employer will be maintained by the Employer. If these tools are lost or damaged, through the negligence of the Employer or other employees, then the Employer is responsible for the repair or replacing same.

26:05 Those tools supplied by the employee will be maintained by the employee. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for repair or replacing same.

26:06 The Employer agrees to supply non durable items used on Employers work, i.e. files, cutter wheels, reactor plates, gauges, hoses, drill bits, thermometers, etc.

26:07 Uniforms will be supplied by the Employer at no cost to the employee and the employee must wear the uniform. The following list is the minimum requirement of an Employer supplied uniform:

- 6 Shirts
- 3 Pants
- 1 Jacket (service)
- 1 Parka or Bomber Jacket

This is not to be construed to designate a maximum quantity.

26:08 Safety boots will be supplied by the Employer at no cost to the employee, up to a maximum amount of **\$95.00**.

26:09 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, or vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to maximum value of \$1,500.00) will be replaced immediately by the Employer. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: GRIEVANCE PROCEDURE

27:01 Any employee who feels that he has been unjustly dismissed, unjustly laid off, unjustly suspended or unjustly dealt with in violation of this Agreement must inform the Employer and the Union in writing within 5 working days of the violation and the matter will be dealt with from then on as a grievance.

27:02 Should a dispute arise between an Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where any allegation is made that this Agreement has been violated or should any local trouble of any kind arise, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle without delay any such dispute in respect of which the following grievance procedure is set up.

- First: The employee concerned may either alone or accompanied by a Steward of his department take the matter directly to his Foreman.
- Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by a member of the Committee take the matter to the Department Manager.
- Third: If a settlement is not reached with the Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so desired by a representative of the Union, and the Employer.

27:03 Grievances regarding delinquency of wages, fringes, pension, and welfare will be referred to Section 124 of the Ontario Labour Relations Act.

ARTICLE 28: ARBITRATION

28:01 Both parties to this Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether the matter is arbitrable which has been properly carried through all the steps of the Grievance Procedure outlined in Article 27 and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto.

28:02 The Board of Arbitration shall consist of a single Arbitrator who shall be selected by mutual agreement between the Employer and/or O.R.A.C. and the Union within fourteen (14) calendar days from the receipt of the notice of intent to arbitrate. In the event of failure to agree, the parties shall submit a joint request to the Ministry of Labour of the Province of Ontario to appoint an Arbitrator.

28:03 The decision of the Arbitrator will be final and binding on both parties.

28:04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

28:05 The expense of the Arbitrator shall be borne equally by the parties.

ARTICLE 29: JURISDICTIONAL DISPUTE

Jurisdictional disputes with other trades which cannot be resolved at a Local level will be referred to the National Joint Board.

ARTICLE 30: STRIKE OR LOCK-OUT

30:01 There shall be no strike or lock-out during the term of this Agreement. Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operation, or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its Local Officers and Representatives to end any unauthorized interruptions of work.

The Employer will not lockout any of the employees covered by this Agreement. The parties agree that, in the manner set forth in Articles 27 and 28, they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of this Agreement; provided however, the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Article.

30:02 In the event notice of modification of this Agreement is given by either party in accordance with Article 31 and agreement is not reached on the terms of a new Agreement, both parties agree to continue work under the terms of this Agreement, on a day-to-day basis until such time that either a new Agreement has been reached or the matter has been settled by arbitration.

30:03 After one party serves upon the other notice of desire to bargain for a new Collective Agreement, and in the event that the issues remaining in dispute cannot be settled through the negotiation process, the parties shall execute an irrevocable agreement to refer all matters remaining in dispute between them to a Board of Arbitration for final and binding determination in accordance with Section 38(1) of the Labour Relations Act. Where either party elects to refer the remaining issues in dispute to arbitration, each of the parties shall appoint a nominee of the Board of Arbitration. The two members appointed by the parties shall appoint a third member who shall act as Chairperson. Where the two members fail to agree upon a third member, either party may request the Office of Arbitration to appoint a Chairperson. The Board shall hear the issues in dispute and shall render a decision which will be final and binding upon the parties and upon any employee or Employer affected by it. The decision of the majority shall be the decision of the Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall be responsible for the fees and expenses of the nominee appointed by it and shall be jointly responsible for the fees and expenses of the Chairperson.

ARTICLE 31: DURATION OF AGREEMENT

31:01 This Agreement shall remain in force until April 30, 1992 and shall remain in force from year to year thereafter unless either party to this Agreement gives notice in writing to the other party within a period which shall not be more than 120 days or less than 90 days prior to the expiration of each term, of its intention to terminate this Agreement or seek amendments to same.

31:02 It is agreed that every effort will be made, by both parties to this Agreement, to conclude negotiations for a new Agreement before this Agreement expires. Should a new Agreement not be forthcoming prior to the termination date, work will continue under paragraph 30:02 and employees shall be entitled to retroactive pay for up to 30 calendar days.

31:03 Settlement of Wages and Benefits shall be the Journeymen's average wages and benefits package increase negotiated by the Plumbers/Pipefitters, Electricians and Sheet Metal Workers in I.C.I. Sector for Toronto and will be applied to the four zones in this Collective Agreement.

31:04 In respect to this Agreement, the signatory parties agree that at least once a year no later than ninety (90) days prior to the Anniversary Date the Union and ORAC will convene a meeting for the purpose of appraising the effectiveness of this Agreement.

If any article or provision of this Agreement shall be declared ineffective or undesirable, by mutual consent, the Union and ORAC will suspend, substitute, delete or amend any such article or provision of this Agreement to maintain the effectiveness and intent of this Agreement.

1:05 Notices: All notices required to be sent to the Union pursuant to this Agreement shall be effectively given when mailed to:

U.A. Local 787
2180 Steeles Avenue West,
Suite 302
Concord, Ontario
L4K 2Z5

All notices required to be sent to the Employer pursuant to this Agreement shall be effectively given when mailed to:

The Ontario Refrigeration & Air Conditioning Contractors
Association
1400 Bayly Street
Office Mall 11, Unit 7A
Pickering, Ontario
L1W 3R2

31:06 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Agreement as of July 16, 1990.

Ontario Refrigeration & Air Conditioning Contractors Association

Glen Muir (Chairman)

Vern Barney

Dave Honsberger

Marv Lindgren

Mohan Rawal

Barrie Eon

Glen Muir

Vern Barney

Dave Honsberger

Marv Lindgren

Mohan Rawal

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 787.

Joe Carricato (Chairman)

Bob Harford

Tony Finelli

John Homiak

Dan O'Brien

Randy Pye

Joe Carricato

Bob Harford

Tony Finelli

John Homiak

Dan O'Brien

Randy Pye

APPENDIX "A"

CONSTRUCTION DEFINITION

Construction is the original: custom prefabrication, or custom fabrication, or erection, or installation, or joining together or handling, or setting up, or charging, or start-up, or testing, or adjusting, or system balancing; including hydronics and air in any form of any equipment used in the air conditioning and refrigeration trade in the ICI construction sector. Where any component of a previously completed construction job is subsequently replaced with another component of a different size or capacity for the purpose of substantially changing the overall use, design, capacity or intent of the original system, such work is construction work. Construction covers all piping hanger materials for the installation of air conditioning and refrigeration equipment and systems regardless of size, and the installation of all manufactured equipment, built up or packaged, including the setting of same such as air handlers, condensers, towers, chillers, compressors, free standing coils and the installation of reheat coils controls where attached, condensate drain lines and refrigerated market equipment.

Work of the following types shall be deemed to come under the jurisdiction of this Agreement:

- (a) All piping, setting and hanging of all units and fixtures for air conditioning, cooling/heating, roof cooling, refrigeration, ice-making, humidifying and dehydrating, by any method and the initial charging, testing and setting up of all such work upon completion of the original installation.
- (b) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the refrigeration and air conditioning trade.
- (c) All acetylene and arc welding, brazing, lead burning soldered and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the Refrigeration and Air Conditioning Trade.
- (d) Laying out, cutting, bending and fabricating, of all pipe work of every description (relating to (a) by whatever mode or method).
- (e) All methods of stress relieving of all pipe joints made by every mode or method.
- (f) The assembling and erecting of tanks' used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

(g) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Refrigeration and Air Conditioning Trade.

(h) All piping for cataracts, cascades, i.e. (artificial water falls, when in conjunction with Refrigeration and/or Air Conditioning) make-up water fountain, captured water, water towers, cooling towers, and spray ponds, used for industrial manufacturing, commercial or for any other purpose.

(i) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind or material or product manufactured into pipe usable in the Refrigeration and Air Conditioning Trade, regardless of size or shapes.

(j) Hoisting, setting up, hanging and installing all equipment supplied by Refrigeration and Air Conditioning Contractors.

(k) Installation of all reverse cycle cooling units, commonly known as heat pumps.

(l) Installation or erection of sectional walk in boxes and cold storage rooms and installation of prefabricated insulation panels in cold storage rooms.

APPENDIX "B"

DEFINITION OF ZONES

The definitions of the work zones as outlined below are determined from the lines drawn on a map of Ontario held in the Union office together with the MASTER copy of this Collective Agreement.

ZONE 1 - Is that portion of southern Ontario enclosed by (A) a straight line on its south eastern boundary drawn through the eastern limits of the town of Winona and the western limits of the town of Dunnville and extending to Lake Erie on the south and Lake Ontario on the north. (B) a straight line drawn from the north shore of Lake Erie, through the eastern limits of the town of Langton and the centre of the town of Otterville to terminate at the southern limits of the town of Norwich. (C) a straight line drawn from the southern limits of the town of Norwich north easterly through the southern limits of the town of Newmarket to the northern limits of the town of Mount Albert; then a straight line from the town of Mount Albert to the southern limits of the town of Bobcaygeon. (D) a straight line from the southern limits of the town of Bobcaygeon through the eastern limits of the town of Port Hope to the north shore of Lake Ontario.

ZONE 2 - Is shown on the map in two sections, (A) is all of the area east of the straight line from Winona to Dunnville up to the International border and includes Grimsby, St. Catharines, Welland, Niagara Falls, Fort Erie, etc., (B) is all of the area in south western Ontario west of the boundary of Zone 1 and Zone 2.

ZONE 3 - Is the area (A) east of a straight line drawn from the south western limits of the town of Collingwood, through the north eastern limits of the town of Newmarket, and ends where the line joins the northern boundary of Zone 1. (B) that area east of the line running north from Lake Ontario and making the eastern boundary of Zone 1. (C) that area south of a straight line drawn from Nottawasaga Bay through the northern limits of the town of Elmvale to the town of White located on Highway 511 (approximately 50 miles east of the centre of Ottawa). (D) that area east of a straight line drawn from the town of Wensley on the south through the town of Killaloe Station and terminating at the Ottawa River, where this line and the line indicated in (C) intersect will be the termination point of each of the lines.

ZONE 4 - Is that area of the Province of Ontario north of the line forming the northern boundary of Zone (3) and the line drawn as noted in (D) of Zone 3.



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DUFFERIN

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NORTHUMBERLAND

PEEL

HURON

WATERLOO

HALTON

KENORA

THUNDER BAY

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NOTICE TO LOCAL 787 JOURNEYMEN, APPRENTICES
AND MAINTENANCE MECHANICS.

On Monday July 16, 1990 the Local 787 Negotiating Committee concluded a memorandum of agreement with the Ontario Refrigeration and Air Conditioning Contractors Association "O.R.A.C."

A typed copy of the memorandum is enclosed along with two U.A. Local 787 wage and benefit schedules: one effective June 16, 1990 (30 days retroactive from July 16, 1990) and the other effective May 1, 1991.

The term of both agreements will conclude April 30th, 1992.

This memorandum of agreement provides a **\$2.54** total increase to Journeymen across the province effective June 16, 1990 and a further **\$1.96** total increase to Journeymen across the province effective May 1, 1991.

The **TORONTO** Pipefitters/Plumbers (\$4.50), Sheetmetal Workers (\$4.40), and Electricians (\$4.60) averaged **\$4.50** total increase while their counter parts outside of Toronto received **\$3.75**.

The **\$0.75** difference that Toronto received was designated a travel allowance by the Electricians and Sheet Metal Workers while the Plumbers/Pipefitters designated the **\$0.75** as a zone allowance.

This became a very contentious issue in our negotiations and could only be resolved by the establishment of a travel allowance (Article 13:15) in our two Collective Agreements **payable to all employees in all zones in addition to the basic wages and vacation pay.**

If you examine the enclosed pay schedules the above mentioned increases (**\$2.54** and **\$1.96**) are reflected in the basic rates, vacation pay and travel allowance (**bold figures in schedules**). **No changes were made for Welfare, Pension and Training.**

Employers will be receiving a similar notice and hopefully by the end of July everyone will be on the new pay schedule and will have received the retroactive adjustments.

Article 19:03 deals with benefits payable while a member is on Worker's Compensation and will enable Local 787 to ensure that the required payments are made on behalf of our injured members. More information will follow on this item.

Employers will also be advised to make the required dues deductions effective August 1, 1990. By now everyone should be aware that monthly dues are based on (2x) twice the basic hourly rate that you are being paid including premiums, foreman's rate, premiums on foreman's rate etc. Please ensure that your employer makes the correct deduction in August and keep in mind that the travel allowance is not included unless your employer decides to add it to the basic hourly rate. You will also note that effective August 1, 1990 \$0.10 per hour will be deducted for all hours earned to be paid as "Union field dues". The main purpose of the "Union field dues" is to pay for the Local 787 office and training centre which is in the design/engineering stage. This funding will now qualify Local 787 for the necessary financing.

On behalf of the U.A. Local 787 Negotiating Committee, Have a safe and enjoyable summer!

MEMORANDUM OF AGREEMENT - JULY 16, 1990

BETWEEN

THE ONTARIO REFRIGERATION AND AIR CONDITIONING CONTRACTORS
ASSOCIATION "O.R.A.C."

AND

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL 787 "U.A. LOCAL 787"

RE: I.C.I. CONSTRUCTION COLLECTIVE AGREEMENT 1990-1992

**RE: NON I.C.I. CONSTRUCTION, SERVICE AND MAINTENANCE COLLECTIVE
AGREEMENT 1989-1992**

As per article 31:03 of the above Collective Agreements, the average wages and benefits package increase negotiated by the Plumbers/Pipefitters, Electricians and Sheet Metal Workers in the I.C.I. sector for Toronto will be applied to the four zones in the above Collective Agreements as follows:

ARTICLE 13:15 NEW ARTICLE

TRAVEL ALLOWANCE:

In addition to wages and benefits, employers bound by this Collective Agreement will pay to all employees working under the terms of this Collective Agreement a travel allowance for all hours earned based on the following schedule:

	<u>JUNE 16, 1990</u>	<u>MAY 1, 1991</u>	<u>TOTAL</u>
	<u>INCREASE</u>		
<u>JOURNEYMAN</u>	.60	.15	.75
<u>APPRENTICES</u>			
5TH	.48	.12	.60
4TH	.42	.11	.53
3RD	.36	.09	.45
2ND	.30	.08	.38
1ST	.24	.06	.30
JR. MTCE MECH	.24	.06	.30
MTCE MECH	.30	.08	.38

14:03 The wage & benefit adjustment for the 1st year effective June 16, 1990 is \$1.94.

The wage & benefit adjustment for the 2nd year effective May 1, 1991 is \$1.81.

EXAMPLE: ZONE 1 (Journeyman)

	<u>BASIC</u>	<u>10% PENSION</u>	<u>H & W</u>	<u>TRAINING</u>	<u>TOTAL</u>
	<u>RATE</u>	<u>VAC.</u>			<u>PKG.</u>
06/16/90	26.35	2.64	1.50	.a5	31.44
05/01/91	28.00	2.80	1.50	.85	33.25

TOTAL EMPLOYER JOURNEYMAN PACKAGE COST

	<u>TOTAL</u>	<u>TRAVEL ALLOW.</u>	<u>IND.</u>	<u>TOTAL</u>
	<u>PKG.</u>	<u>(13.15)</u>	<u>FUND</u>	<u>PKG. COST</u>
06/16/90	31.44	.60	.04	32.08
05/01/91	33.25	.75	.04	34.04

Similar adjustments to be made to other zones and prorated adjustments made for apprentices. (see attached U.A. Local 787 wage and benefit schedules.)

ARTICLE 19:

Add new 19:03, change existing 19:03 to 19:04.

19:03 WORKER'S COMPENSATION BOARD ACT

In compliance with Bill 162 W.C.B. Act each employer throughout the first year after a work related injury to a worker shall make contributions on behalf of the injured worker to the Local 787 Benefit Plan for H & W at the amount prescribed in 19:01 to a maximum of the monthly coverage. Also, the employer shall make pension contributions on behalf of the injured worker at the amount prescribed in 19:02 based on the work week as outlined in 11:01 of this Collective Agreement when the worker is absent from work because of a work related injury.

ARTICLE 20:01

The employer shall deduct from the employees wages in the first pay of the month (or after returning to work if the employee is absent the first pay of the month) a sum equivalent to one months dues which is calculated on twice (2x) the employees basic hourly rate that he/she is being paid prior to the vacation pay calculation.

The employer shall also deduct "Union Field Dues" from each employees weekly wages the amount of \$0.10/hour for all hours earned.

This memorandum of agreement signed July 16, 1990 at 10.00 p.m.
by:

U.A. LOCAL 787

Joe Carricato
Tony Finelli
Bob Harford
John Homiak
Dan O'Brien
Randy Pye

O.R.A.C.

Glen Muir
Marv Lindgren
Mohan Rawal
Barry Eon
Vern Barney

U.A. LOCAL 787 WAGE AND BENEFIT SCHEDULE.
EFFECTIVE MAY 1, 1991

JOURNEYMEN

ZONE	BASIC RATE	10% V.P.	PENSION H&W TNG	TOTAL PKG	IND. FUND	TRAVEL ALLOW.	TOTAL COST TO EMPLOYER
1	\$28.00	\$2.80	\$2.45	\$33.25	\$.04	\$.75	\$34.04
2	27.50	2.75	2.45	32.70	.04	.75	33.49
3	27.00	2.70	2.45	32.15	.04	.75	32.94
4	26.50	2.65	2.45	31.60	.04	.75	32.39

APPRENTICES

ZONE	TERM	BASIC RATE	10% V.P.	PENSION H&W TNG	TOTAL PKG	IND. FUND	TRAVEL ALLOW.	TOTAL COST TO EMPLOYER
1	1	10.14	1.01	2.45	13.60	.04	.30	13.94
	2	13.09	1.31	2.45	16.85	.04	.38	17.27
	3	16.05	1.61	2.45	20.11	.04	.45	20.60
	4	19.05	1.91	2.45	23.41	.04	.53	23.98
	5	22.04	2.20	2.45	26.69	.04	.60	27.33

ZONE	TERM	BASIC RATE	10% V.P.	PENSION H&W TNG	TOTAL PKG	IND. FUND	TRAVEL ALLOW.	TOTAL COST TO EMPLOYER
2	1	9.94	.99	2.45	13.38	.04	.30	13.72
	2	12.83	1.28	2.45	16.56	.04	.38	16.98
	3	15.75	1.58	2.45	19.78	.04	.45	20.27
	4	18.70	1.87	2.45	23.02	.04	.53	23.59
	5	21.64	2.16	2.45	26.25	.04	.60	26.89

ZONE	TERM	BASIC RATE	10% V.P.	PENSION H&W TNG	TOTAL PKG	IND. FUND	TRAVEL ALLOW.	TOTAL COST TO EMPLOYER
3	1	9.74	.97	2.45	13.16	.04	.30	13.50
	2	12.57	1.26	2.45	16.28	.04	.38	16.70
	3	15.45	1.55	2.45	19.45	.04	.45	19.94
	4	18.34	1.83	2.45	22.62	.04	.53	23.19
	5	21.24	2.12	2.45	25.81	.04	.60	26.45

ZONE	TERM	BASIC RATE	10% V.P.	PENSION H&W TNG	TOTAL PKG	IND. FUND	TRAVEL ALLOW.	TOTAL COST TO EMPLOYER
4	1	9.54	.95	2.45	12.94	.04	.30	13.28
	2	12.30	1.23	2.45	15.98	.04	.38	16.40
	3	15.15	1.52	2.45	19.12	.04	.45	19.61
	4	17.99	1.80	2.45	22.24	.04	.53	22.81
	5	20.84	2.08	2.45	25.37	.04	.60	26.01

MTCE MECH - ALL ZONES

JR. MM.	10.14	1.01	2.45	13.60	.04	.30	13.94
MM.	13.09	1.31	2.45	16.85	.04	.38	17.27