

**I.C.I. CONSTRUCTION
COLLECTIVE AGREEMENT
2016
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 **O.R.A.C.**

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 Collective 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 O.R.A.C., the Employers listed in Appendix "C" and the members of the Union, and to provide a method of settling any differences which may arise between them.

ARTICLE 2: AGREEMENT

This Collective Agreement constitutes the entire Agreement between the parties. No modification to any of the terms or conditions of this Collective Agreement shall be valid unless made in writing and signed by both parties. Modifications to any of the terms and conditions of this Collective Agreement made between an individual Employer and employee are contrary to this Collective Agreement and the Ontario Labour Relations Act.

ARTICLE 3: EMPLOYMENT EQUITY

- (a) The parties to this Collective Agreement are committed to employment equity in the employment of such persons as aboriginal people, people with disabilities, members of racial minorities and women. It is therefore mutually agreed that the parties to this Collective Agreement will endeavor to remove barriers to employment and further work towards the prevention of discrimination and harassment towards all workers.

- (b) The parties to this Collective Agreement agree that there shall be no workplace harassment, discrimination, favouritism, interference, restriction or coercion exercised with respect to any employee in any manner for any reason (but not limited to) such as race, creed, colour, age, sex, marital status, number of dependents, nationality, ancestry, place of origin, political or religious beliefs, sexual orientation, physical disability (where the disability does not render the employee incapable of fulfilling his or her duties and obligations under this Collective Agreement) or membership or activity in the Union.

ARTICLE 4: EMPLOYER

The term Employer in this Collective Agreement is construed to mean O.R.A.C., any Company, partnership, sole proprietorship or otherwise which is bound by this Collective Agreement.

ARTICLE 5: RECOGNITION

5:01 O.R.A.C. and the Employers of Local 787 members recognize Local 787 as the sole and exclusive bargaining agent for all Journeymen and Apprentice Refrigeration and Air Conditioning Mechanics, save and except persons above the rank of working Foremen, employed by Employers in the Province of Ontario engaged in the Industrial, Commercial and Institutional Sector in the Air Conditioning trade (hereinafter referred to as the ICI Construction Sector).

- (a) The Union recognizes O.R.A.C. as the sole and exclusive bargaining agent for Employers of Local 787 members employed in the ICI Construction Sector of the Province of Ontario.
- (b) Subject to the express terms of this Collective Agreement, specifically Article 8 paragraphs 8:03 (a) and (b), the Union recognizes the right of the Employer to operate and manage his or her business in accordance with his or her 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 Employer at any time.

6. The control of all operations and buildings, machinery and tools owned or rented by the Employer. The direction of the employees, including 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 Collective 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 Collective Agreement, the Employer 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 Collective Agreement shall as a condition of employment or continued employment, be members of the Union in good standing or travel card or probationary or permit workers otherwise referred to the Employer by the Union.
- (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, including travel card, probationary or permit workers, the Employer will not assign work to such employee upon request by the Union.

5:03 (a) 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 persons, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained person and none are available on the Union "Out of Work" list, the Employer may, if the Employer decides the persons on the list are not suitable, hire other qualified persons provided Article 25 has been adhered to. The Union will notify the Employer within 48 hours of the person's acceptance by issuing a referral slip.

- (b) The Employer shall retain the right to reject any person referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing the Employer so states in a termination notice.

5:04 The Union shall take reasonable steps to ensure that none of its members are employed by Employers not bound by a Collective Agreement with Local 787. This is not to be construed to prevent a member securing employment outside of the trade.

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

ARTICLE 6: EMPLOYEE

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

Working Foreman
Journeyman Mechanic
Apprentice
Welder
Welder Apprentice
Gas Fitter
Student

Which categories or classes are defined as follows:

6:02 WORKING 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 Members are employed. On any job where 3 or more Local 787 Members are employed a Foreman must be designated and he or she must be a member of Local 787.

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

6:03 JOURNEYMAN MECHANIC - Shall designate a person who holds a valid Certificate of Qualification issued by 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 is indentured for a minimum period to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade as required by the Ontario College of Trades Apprenticeship Act (O.C.T.A.A.). The Apprentice will attend all courses of study as required by the O.C.T.A.A. and by the J.T.A.C.

All Apprentices working under this Collective Agreement must be indentured to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

The employer shall be permitted a ratio of Journeyman / Apprentice as per the Ontario College of Trades and Apprenticeship Act as amended.

6:05 WELDER- Shall designate any person who has passed successfully a TSSA 6G high pressure pipe welding carbon steel certifications and / or the Red Seal Welder Certification of Canada.

6:06 WELDER APPRENTICE - Shall designate any person who is indentured for a minimum period to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade of WELDER as required by TSSA and / or the Red Seal Welder Certification of Canada

6:07 GAS FITTER - Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

6:08 STUDENT - For the purpose of this Collective 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 the Employer to give practical experience during summer months or practical work study term 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 wishing to hire a Student must employ the maximum number of Apprentices as allowed by the ratio stated in Article 6:04 before hiring a Student.
- (b) Notwithstanding the foregoing, the Employer shall not 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 from the UA Local 787 Administration Office prior to starting work.

ARTICLE 7: RESPONSIBILITY OF EMPLOYEES

For the purpose of establishing a minimum responsibility, employees will be described in three (6) categories:

Working Foreman
HVACR Journeyman Mechanic
HVACR Apprentice
Welder
Welder Apprentice
Gas Fitter

7:01 GENERAL - The Employee shall:

- (a) Assume his or her position with the Employer according to his or her qualifications in the industry and shall accept the following as the minimum requirements and terms of employment, but shall not be limited to them or relieved of further responsibility delegated by the Employer.
- (b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.
- (c) While in the possession of the Employer's tools, equipment, materials, vehicles or

other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.

- (d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and 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 the Employer, make every effort, according to his or her 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 or her 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 as amended from time to time.
- (g) The Employer's vehicle is restricted to use on Employers business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.

7:02 WORKING FOREMAN - Shall direct all phases of a project for which he or she was appointed Foreman and be capable of instructing Journeymen and Apprentices in the actual installation work from drawings and instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the 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 or her control he or she shall immediately advise the Employer.
- (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 leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Journeyman Mechanic shall clean up the work area 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 direction of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

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

7:05 WELDER – (a) The Welder shall when issued a specific job assume the role of a Welder 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 or her control he or she shall immediately advise the Employer.

- (b) When working with a Welder Apprentice, a Welder shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.
- (c) A Welder shall take reasonable steps to ensure that upon leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Welder shall clean up the work area or shall make arrangements to have this done according to the project requirements.

7:06 APPRENTICE WELDER - The responsibility of an Apprentice Welder is covered under the direction of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

- (a) The Apprentice will work under the supervision of a Welder member of the Union and be responsible to the Welder for the work which the Apprentice has performed. The Apprentice shall follow the instructions and directions of the Welder.

7:07 GAS FITTER - Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

ARTICLE 8: RESPONSIBILITY OF THE EMPLOYER

8:01 An Employer shall attempt to keep an indentured Apprentice active in his or her relative training until completion of the Apprenticeship. Should the Employer find it necessary to lay off an Apprentice, that Apprentice or an Apprentice with the same years of experience shall be recalled or hired when work requiring that same level of experience 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. The Union has the right to not issue a referral slip for a new Apprentice if the Employer intends to assign the same or similar work to a lower level Apprentice.

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 Local 787 Administration Office and the employee shall sign an appropriate form as proof that he or she

has received a copy of the Employer's Company Policy. The Company 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 Collective Agreement or any other applicable legislation.

Revision of Company Policy must be deposited on file at the Local 787 Administration 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 or other workers referred to the Employer by the Union all of the work described in Appendix "A" ", attached hereto and forming part of this Collective Agreement
- (b) Employers will not sublet air conditioning work or heating work as outlined in Appendix "A" to non-union contractors.

8:04 The Employer will maintain Company vehicles in proper mechanical and safe condition. If a dispute arises, concerning the proper mechanical and safe condition of the vehicle, a properly licensed vehicle mechanic shall be the governing body.

- (a) All Employers' 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 Extinguisher and Safety Flares.
- (b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).

8:05 The Employer shall provide 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 the employee involved.

8:06 The Employer shall comply with the regulations under the Occupational Health and Safety Act as amended from time to time, on all jobs where Union members are employed.

8:07 The Employer shall 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 materials in which case the employee shall be provided with a cash floater if he or she 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 STEWARD

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 or she is working and no discrimination shall be shown against the Steward for carrying out his or her Union duties. The Steward shall not be laid off, transferred or discharged by reason of executing his or her Union duties and responsibilities as a Steward.

To be eligible for appointment as a Steward, the employee must have been in the employ of the Company for 12 consecutive months immediately prior to the appointment.

9:02 The Steward shall assist in adjusting differences which may arise out of the interpretation, application or alleged violation of this Collective Agreement subject to the provisions as laid out in the grievance procedure in Article 27.

The Steward shall be paid his or her regular rate of pay when executing his or her duties and responsibilities under this provision of the Collective Agreement, and only while the duties are within the Company premises or a mutually agreed upon alternate location.

ARTICLE 10: UNION REPRESENTATIVE

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

10:02 An official representative of the Union when entering a work area shall when practicable, advise the Superintendent or the Employer of the visit and at no time shall the official representative 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 WORK

11:01 The hours of work shall be eight (8) consecutive hours per day not including time for lunch, between 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 40 hours. The starting time, within the 7:30 a.m. to 9:00 a.m. period, shall be established by the Employer in accordance with area or Employer's practice.

On construction jobs when mutually agreed upon by the Union and the Employer a work week of four (4), ten (10) hour days may be established provided that the four (4), ten (10) hour days are consecutive not including time for lunch, between 7:30 a.m. and 7:00 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 40 hours. The starting time, within the 7:00 a.m. to 8:30 a.m. period, shall be established by the Employer in accordance with area or Employer's practice. All hours worked after the established eight (8) or ten (10) hour day will be paid at the prevailing overtime rate as per Article 12:02. The Employer wishing to revise the established starting time shall provide seven

(7) days notice to the employees and the Union.

In order to accommodate specific situations, the employer, the employee and the Union may agree to vary the standard hours of work. Any changes to the hours of work shall be submitted to the Union on the "Change of Hours" form in Appendix D not less than 7 days prior to the change in hours. The Local Union shall have sole discretion whether or not to allow a change to the standard work hours. The Union and the Employer shall have the right to revert back to the standard hours of work set out in the agreement upon providing the parties 7 days prior notice.

11:02 An Employer shall give an employee a period of at least eight hours free from the performance of work between shifts unless the total time worked on a successive shift does not exceed 13 hours or unless the Employer and the Union agree otherwise.

11:03 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop or branch office.

11.04 Employees will be on the job within the work zone by the established starting time. Employees traveling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by the established starting time and established quitting time.

11:05 Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements and job skills, it is expected that within the shop unit there exists the opportunity to equitably distribute work amongst the employees.

11:06 SHOW UP PAY - Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hour wages (including vacation pay and all other financial benefits provided for in this Collective Agreement) and the employee must take work available.

11:07 BEREAVEMENT LEAVE - In the event of a death in the employee's immediate family, ie: the employee's parents, grandparents, children, brothers, sisters, or the spouse, the Employer will grant the employee up to five (5) days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service.

In the event of a death in the employee's other family members, i.e., the employee's spouse's parents, grandparents, brothers or sisters, the Employer will grant the employee up to five (5) days leave of absence three (3) days 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.

11:08 In the event that an accident occurs while 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 or her lost time will also be paid for by the Employer. It is the intent that members should only be paid up to the completion of

the shift which they were working at the time treatment was required.

11:09 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 the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$75.00 per day and by the Union at \$75.00 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. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issued.

ARTICLE 12: OVERTIME

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

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

12:03 STATUTORY HOLIDAYS - Recognized Statutory Holidays are New Year's Day, Family Day, 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 an employee 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 established closing time, the worker shall work 8 hours for 9 hours pay.

Shift rates apply only to shifts starting after Sunday midnight and finishing Friday midnight. All hours over 8 hours worked in any one shift as described in article 12:04 shall be paid at overtime rates which are determined using the shift rate as the base rate before applying any overtime premiums. No worker shall be required to work more than one shift in any 24 hour period.

12:05 If an employee reports late for work, no overtime will be paid until a full day or shift has been completed from time of reporting. An employee is not late if he or she is asked to report after the established starting time.

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

13:01 Any employee not supplied with transportation by the Employer and therefore uses his or her own vehicle shall receive sixty (60) cents per km or seventy (70) cents per km when transporting or towing a welding machine, for the use of his or her 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 or her own vehicle on a call or one day basis, the employee will be paid the mileage rate as above or \$35.00 per day (when not transporting or towing a welding machine) or \$40.00 per day when transporting or towing a welding machine whichever is the greater amount.

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

13:02 Travel expenses are to be paid at the same time as wages are paid.

13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his or her vehicle at business rates if vehicle is used on Employer's business and that he or she will file a copy of the policy endorsement with the Employer.

13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.

13:05 All employees sent out of the work zone 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 traveling at night by train, a sleeper is provided.

13:06 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.

13:07 If an employee is requested to use his or her vehicle for a job outside the work zone, any traveling involved during the course of the job or jobs, including return trips as outlined in Article 13:08 will be done in the employee's vehicle at the rate as outlined in Article 13:01.

13:08 During the course of a job where the employee does not return to his or her normal residence daily the employee will be entitled to return home on the following basis:

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

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 or she will receive transportation costs as outlined in Article 13:05 but will not receive payment for traveling time. Travel arrangements will be controlled by the Employer.

13:09 When on jobs out of the work zone over five (5) days duration, all employees shall be

allowed one personal phone call with a ten (10) minutes limit per day paid by the Employer.

13:10 Employees will not be expected to use their own money or any other form of payment for expenses incurred on behalf of the Employer.

13:11 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 13:01.

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 Collective Agreement. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.

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

14:03 (a) Local 787 reserves the right to redirect the allocations to Benefits Trust Fund, Pension Trust Fund and J.T.A.C. from the Total Wage Package as required, upon due notice to the Employer.

(b) The following charts show the basic hourly rates and total wage package which will apply from May 1st, 2016 to April 30th, 2019 for all Local 787 Journeymen members and UA members of other Locals working a Travel Card in Local 787:

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2016**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$47.31	\$4.73	\$10.03	\$62.07	\$0.30
2	46.70	4.67	10.03	61.40	0.30
3	46.03	4.60	10.03	60.66	0.30
4	45.40	4.54	10.03	59.97	0.30

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
MAY 1, 2017**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	48.29	4.83	10.04	63.16	\$0.30

2	47.67	4.77	10.04	62.48	0.30
3	46.99	4.70	10.04	61.73	0.30
4	46.35	4.64	10.04	61.03	0.30

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
MAY 1, 2018**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	49.30	4.93	10.05	64.28	\$0.30
2	48.66	4.87	10.05	63.58	0.30
3	47.97	4.80	10.05	62.82	0.30
4	47.32	4.73	10.05	62.10	0.30

14:04 Apprentice Rates

- (a) Apprentice basic hourly rates and total wage package for this Collective Agreement are based on the following charts:

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE

May 1, 2016

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	17.85	1.79	6.03	25.67	\$0.30
Term 2	22.85	2.29	6.53	31.67	\$0.30
Term 3	28.35	2.84	6.53	37.72	\$0.30
Term 4	33.94	3.39	6.53	43.86	\$0.30
Term 5	39.44	3.94	6.53	49.91	\$0.30
Zone 2					
Term 1	17.57	1.76	6.03	25.36	\$0.30
Term 2	22.55	2.26	6.53	31.34	\$0.30
Term 3	28.09	2.81	6.53	37.43	\$0.30
Term 4	33.50	3.35	6.53	43.38	\$0.30
Term 5	38.93	3.89	6.53	49.35	\$0.30
Zone 3					

Term 1	17.31	1.73	6.03	25.07	\$0.30
Term 2	22.24	2.22	6.53	30.99	\$0.30
Term 3	27.58	2.76	6.53	36.87	\$0.30
Term 4	33.04	3.30	6.53	42.87	\$0.30
Term 5	38.47	3.85	6.53	48.85	\$0.30
Zone 4					
Term 1	17.06	1.71	6.03	24.80	\$0.30
Term 2	21.91	2.19	6.53	30.63	\$0.30
Term 3	27.25	2.73	6.53	36.51	\$0.30
Term 4	32.62	3.26	6.53	42.41	\$0.30
Term 5	37.91	3.79	6.53	48.23	\$0.30

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE

May 1, 2017

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.25	1.83	6.04	26.12	\$0.30
Term 2	23.35	2.34	6.54	32.23	\$0.30
Term 3	28.95	2.90	6.54	38.39	\$0.30
Term 4	34.64	3.46	6.54	44.64	\$0.30
Term 5	40.24	4.02	6.54	50.80	\$0.30
Zone 2					
Term 1	17.97	1.80	6.04	25.81	\$0.30
Term 2	23.05	2.31	6.54	31.90	\$0.30
Term 3	28.68	2.87	6.54	38.09	\$0.30
Term 4	34.19	3.42	6.54	44.15	\$0.30
Term 5	39.72	3.97	6.54	50.23	\$0.30
Zone 3					
Term 1	17.71	1.77	6.04	25.52	\$0.30
Term 2	22.74	2.27	6.54	31.55	\$0.30
Term 3	28.16	2.82	6.54	37.52	\$0.30
Term 4	33.72	3.37	6.54	43.63	\$0.30
Term 5	39.25	3.93	6.54	49.72	\$0.30
Zone 4					
Term 1	17.45	1.75	6.04	25.24	\$0.30
Term 2	22.40	2.24	6.54	31.18	\$0.30
Term 3	27.83	2.78	6.54	37.15	\$0.30
Term 4	33.29	3.33	6.54	43.16	\$0.30
Term 5	38.67	3.87	6.54	49.08	\$0.30

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE

May 1, 2018

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.66	1.87	6.05	26.58	\$0.30
Term 2	23.86	2.39	6.55	32.80	0.30
Term 3	29.56	2.96	6.55	39.07	0.30
Term 4	35.35	3.54	6.55	45.44	0.30
Term 5	41.05	4.11	6.55	51.71	0.30
Zone 2					
Term 1	18.38	1.84	6.05	26.27	\$0.30
Term 2	23.55	2.36	6.55	32.46	0.30
Term 3	29.28	2.93	6.55	38.76	0.30
Term 4	34.89	3.49	6.55	44.93	0.30
Term 5	40.52	4.05	6.55	51.12	0.30
Zone 3					
Term 1	18.12	1.81	6.05	25.98	\$0.30
Term 2	23.25	2.33	6.55	32.13	0.30
Term 3	28.75	2.88	6.55	38.18	0.30
Term 4	34.42	3.44	6.55	44.41	0.30
Term 5	40.04	4.00	6.55	50.59	0.30
Zone 4					
Term 1	17.85	1.79	6.05	25.69	\$0.30
Term 2	22.90	2.29	6.55	31.74	0.30
Term 3	28.42	2.84	6.55	37.81	0.30
Term 4	33.97	3.40	6.55	43.92	0.30
Term 5	39.45	3.95	6.55	49.95	0.30

WELDER APPRENTICE TOTAL WAGE PACKAGE**May 1, 2016**

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	17.85	1.79	6.03	25.67	\$0.30
Term 2	28.35	2.84	6.53	37.72	\$0.30
Term 3	39.44	3.94	6.53	49.91	\$0.30
Zone 2					
Term 1	17.57	1.76	6.03	25.36	\$0.30
Term 2	28.09	2.81	6.53	37.43	\$0.30
Term 3	38.93	3.89	6.53	49.35	\$0.30
Zone 3					
Term 1	17.31	1.73	6.03	25.07	\$0.30
Term 2	27.58	2.76	6.53	36.87	\$0.30
Term 3	38.47	3.85	6.53	48.85	\$0.30
Zone 4					
Term 1	17.06	1.71	6.03	24.80	\$0.30
Term 2	27.25	2.73	6.53	36.51	\$0.30
Term 3	37.91	3.79	6.53	48.23	\$0.30

WELDER APPRENTICE TOTAL WAGE PACKAGE**May 1, 2017**

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.25	1.83	6.04	26.12	\$0.30
Term 2	28.95	2.90	6.54	38.39	\$0.30
Term 3	40.24	4.02	6.54	50.80	\$0.30
Zone 2					
Term 1	17.97	1.80	6.04	25.81	\$0.30
Term 2	28.68	2.87	6.54	38.09	\$0.30
Term 3	39.72	3.97	6.54	50.23	\$0.30
Zone 3					
Term 1	17.71	1.77	6.04	25.52	\$0.30
Term 2	28.16	2.82	6.54	37.52	\$0.30
Term 3	39.25	3.93	6.54	49.72	\$0.30
Zone 4					
Term 1	17.45	1.75	6.04	25.24	\$0.30
Term 2	27.83	2.78	6.54	37.15	\$0.30
Term 3	38.67	3.87	6.54	49.08	\$0.30

WELDER APPRENTICE TOTAL WAGE PACKAGE

May 1, 2018

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.66	1.87	6.05	26.58	\$0.30
Term 2	29.56	2.96	6.55	39.07	0.30
Term 3	41.05	4.11	6.55	51.71	0.30
Zone 2					
Term 1	18.38	1.84	6.05	26.27	\$0.30
Term 2	29.28	2.93	6.55	38.76	0.30
Term 3	40.52	4.05	6.55	51.12	0.30
Zone 3					
Term 1	18.12	1.81	6.05	25.98	\$0.30
Term 2	28.75	2.88	6.55	38.18	0.30
Term 3	40.04	4.00	6.55	50.59	0.30
Zone 4					
Term 1	17.85	1.79	6.05	25.69	\$0.30
Term 2	28.42	2.84	6.55	37.81	0.30
Term 3	39.45	3.95	6.55	49.95	0.30

- (b) 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 or her responsibilities as outlined in the J.T.A.C. Apprenticeship Standards and the J.T.A.C. Office has verified the Apprentice's records with the Employer.
- (c) Apprentices, upon completion of their Apprenticeship, will advance to the Journeymen's basic rate.

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

14:06 WORKING FOREMAN - The basic hourly rate of a Working Foreman shall be the basic Journeymen's rate plus 10%.

14:07 PAY DAY - The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end

of his or her shift on Thursday or deposited in his or her branch of a Chartered Bank or Trust Company by Thursday mornings. If by cash, before the end of his or her 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 the Employer's representative.

14:09 BANKING OF HOURS – When an Employer chooses to allow the banking of hours, a policy will be developed which addresses such items as vacation time, CRA restrictions, Employer's year end, rate changes, terminations and layoffs, which does not contravene the Collective Agreement. Other issues may be added to this policy that may be appropriate to each Employer.

ARTICLE 15: VACATION PAY AND STATUTORY HOLIDAY PAY

15:01 Vacation Pay 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 Collective Agreement, 6% shall be regarded as Vacation Pay and 4% shall be regarded as Statutory Holiday Pay.

15:02 Vacation Pay and Statutory Holiday Pay will be paid every month to the "Vacation Pay 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 Pay and Statutory Holiday Pay may be calculated to the end of the last pay period of the month.

15:03 Vacation Pay and Statutory Holiday Pay shall be recorded weekly. Income tax on Vacation Pay 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 Pay and Statutory Holiday Pay.

15:04 Vacation periods will occur preferably between June, July and August. 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.

15:06 It is the intent of this Collective Agreement that the employee shall be permitted to take three (3) weeks vacation annually, one (1) week if requested by the employee must be permitted during the recognized period as per Article 15:04. If it is impractical, owing to the pressure of work to permit the remaining two (2) weeks during the recognized period, then an alternative period shall be mutually agreed upon between the affected employee and the Employer. Any time spent for training approved by the employer will not be considered vacation time.

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen and Apprentices. Journeymen training shall also 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 Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund Agreement."

16:03 The Joint Training and Apprenticeship Committee will develop and implement strategies to inform designated group members under the Employment Equity Act of opportunities for employment as an Apprentice under this Collective Agreement and ensure that there are no barriers to applicants.

16:04 All prospective Apprentices must be approved by the apprentice intake committee.

16:05 To enable the Joint Training and Apprenticeship Committee to fulfill rate increases to meet its obligations as related above, the Union and O.R.A.C. shall allocate to it the necessary sum of money as outlined in Article 17:01.

ARTICLE 17: REFRIGERATION WORKERS LOCAL 787 - O.R.A.C. TRAINING FUND

17:01 The parties mutually agree that the funding of the JTAC is \$0.50 per hour earned by each employee.

17:02 The funding, will be deemed to have been funded \$0.25 per hour earned by the employee and \$0.25 earned by the employer.

ARTICLE 18: INDUSTRY FUND

18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.18 (cents) for each hour earned by each employee effective May 1, 2016, an additional \$0.01 (cent) per hour earned effective May 1, 2017, an additional \$0.01 (cent) per hour earned effective May 1, 2018. 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 Collective 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 Article 18:01 will be made as outlined in Article 21:00.

ARTICLE 19: BENEFITS AND PENSION TRUST FUNDS

19:01 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned effective May 1, 2016 and \$3.35 for each hour earned effective May 1, 2017 and \$3.35 for each hour earned effective May 1, 2018 to be administered by Trustees elected by Local 787.

19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each Apprentice terms 2 thru 5 in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices) and \$6.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787.

19:03 Notwithstanding the provisions of Sections 25(5) of the Workplace Safety and Insurance Act, 1997, each Employer throughout the first year after a work related injury to an employee shall make contributions on behalf of the injured employee to the UA Local 787 Benefit Plan for Health benefits and Pension benefits at the amounts specified in Articles 19:01 and 19:02 respectively based on the work week as outlined in Article 11:01 of this Collective Agreement when the employee is absent from work because of a work related injury.

19:04 Each Employer bound by this Collective Agreement shall submit \$0.01 for each hour earned by each employee to the De Novo Treatment Centre. This contribution for the term of this Collective Agreement will be added to the Industry Fund. This contribution will then be deducted by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

UA Local 787 shall also contribute, on behalf of each employee, \$0.02 for each hour earned by each employee. This contribution is to be deducted from Field Dues by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

19:05 Contributions as specified in Articles 19:01, 19:02, 19:03 and 19:04 will be made as outlined in Article 21:00.

ARTICLE 20: UNION DUES CHECK-OFF AND RRSP DEDUCTIONS

20:01 The Employer shall deduct from the employee's 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 month's dues which is calculated on twice (2x) the employee's basic hourly rate that he or she is being paid prior to the Vacation Pay and Statutory Holiday Pay calculation.

The Employer shall also deduct Union Field Dues of \$0.30 for all hours earned from each employee's weekly wages.

20:02 The Employer shall deduct from each employee's weekly pay cheque voluntary R.R.S.P. deductions as requested by the employee by written authorization. The hourly deduction will be made from the employee's pre-tax 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 E.B.P.S. Administration Office. The same basic information is required for the J.T.A.C., Industry Fund, Benefits Trust Fund, Pension Trust Fund, Vacation Pay and Statutory Holiday Pay Trust Fund, Union Dues Check-Off, Union Field Dues 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 Vacation and Statutory Holiday Pay earned by each employee must be reported in the appropriate spaces on the Employer Reporting Form.

Effective May 1, 2016, a combined contribution rate of \$10.03 for Journeymen, \$6.03 for first term Apprentices and \$6.53 for apprentices term 2 thru term 5 and will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01.

Effective May 1, 2017 contributions rate increases to \$10.04 for Journeymen, \$6.04 for first term Apprentices and \$6.54 for Apprentices terms 2 thru terms 5.

Effective May 1, 2018 contributions rate increases to \$10.05 for Journeymen, \$6.05 for first term Apprentices and \$6.55 for Apprentices terms 2 thru terms 5.

Union Dues, Union Field Dues deductions, and R.R.S.P. deductions from 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 Local 787 Benefit Plan, shall be sent to:

E.B.P.S.
45 McIntosh Drive
Markham, Ontario
L3R 8C7

21:03 The report forms and cheque must reach the Local 787 Administration Office 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, the Employer 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 \$1,000.00 or 12% per annum calculated and compounded monthly on all

amounts outstanding.

Considerations for interruptions in postal delivery will be given provided the Employer contacts the Local 787 Administration Office 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 \$1,000.00 to cover legal and/or administration costs.

The Local 787 Administration Office 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 Local 787 Administration Office, the Union may withdraw its members from that Employer only. This action will not be considered an illegal strike.

ARTICLE 22: OWNER OPERATOR

22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective 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 Collective Agreement, it is agreed that:
 - (i) He or she shall be a member of the Union in good standing;
 - (ii) He or she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof;
 - (iii) Contributions to the Refrigeration Workers Local 787 - O.R.A.C. Training Fund, Benefits 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 Collective Agreement and schedules thereto.

ARTICLE 23: COFFEE BREAK

23:01 The Employer shall recognize a paid coffee break period of 15 minutes duration in each half of a shift, whether during a normal work 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 Collective 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, LAY OFF AND TERMINATION

25:01 It shall be the responsibility of the Employer or his or her 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 or her indenture papers transferred to the "Refrigeration Workers - O.R.A.C. Training Fund" (J.T.A.C.).

Non-indentured employees 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 or she will be expected to conform (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, travel card, probationary or permit member and the month to which the worker's 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 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

This temporary lay off period may be increased to 35 weeks provided the Employer continues to make Health and Welfare and Pension contributions on behalf of the employee based upon the work week outlined in Article 11:01.

25:05 (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 week's 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 years;
- (3) three weeks notice in writing to the employee if his or her period of

employment is three years or more but less than 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 or her regular weeks wages, Vacation Pay/Statutory Holiday 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, the Employer shall pay the employee his or her regular wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in article 11:01.
- (d) In circumstances where an employee is unable to return all the Employer's property to the Employer's place of business prior to the end of his or her regular scheduled shift, the employee shall be paid his or her regular wages, Vacation Pay/Statutory Holiday 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 Article 25:05(d).
- (f) If an employee wishes to terminate his or her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.
- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27:03.

- (i) The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 QUARANTINE CLAUSE

Where by virtue of conducting the business of the Employer an Employee is exposed to anything that requires the Employee, by order of the Public Health Authority, to go into quarantine, the Employer shall pay to the Employee his regular wages for the period between the time that the quarantine commences and the time that the Employee is entitled to receive any statutory and or contractual benefits up to a maximum of five (5) working days.

ARTICLE 26: TOOLS AND UNIFORMS

26:01 (a) The Employer shall supply:

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

- (b) If the Employer requires electronic devices such as pagers, cell phones, wireless devices, notebooks etc., the Employer will be responsible for the costs of supply, operation and maintenance of same. The employee will maintain this equipment as directed by the Employer and take all reasonable steps to ensure the equipment is secure at all times.

26:02 Each Journeyman and Apprentice after completion of his or her 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 Article 26:01.

26:03 The employee will provide the Employer at the time of employment a list of personal tools as mentioned in Article 26:02. This list shall be itemized and completely priced by item. It shall be the responsibility of the employee to keep this list up to date, and as a minimum, must be done annually. When this list has been reviewed and accepted by the Employer as to items and value, and the Employer accepts liability for 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 Employer's work, i.e.: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.

26:07 Uniforms (where mandated by the Employer) 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 annual requirement of an Employer supplied uniform:

- 8 Shirts
- 5 Pants
- 1 Jacket (service)
- 1 Coverall
- 1 set insulated coveralls every 2 years where required by the employee's working conditions.

In addition, the employer will supply, every 2 years, a Parka or a Bomber Jacket.

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

26:08 Safety boots meeting O.H.S.A. standards must be worn by the Employee and shall be provided or reimbursed for as required by the Employee at no cost to the Employee up to a maximum of \$175.00 plus applicable taxes per purchase.

26:09 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer, in the event there is not a documented list as required in Article 26:03 the Employer will only replace tools up to a maximum value of \$1,000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: GRIEVANCE PROCEDURE

27:01 Notwithstanding any provision contained in this Collective Agreement, any employee who feels that he or she has been unjustly dismissed, unjustly laid off, unjustly suspended or unjustly dealt with in violation of this Collective 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 Collective Agreement, including any question as to whether

a matter is arbitrable or where any allegation is made that this Collective 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 or her department take the matter directly to the Working Foreman.
- Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by the employee 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.
- Fourth: If a settlement is not reached with the Employer, all grievances, except those set out in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This procedure must be done prior to advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article 28:01.

Industry Committee: This is a committee of four, comprised of two O.R.A.C. appointees and two Local 787 appointees. Their purpose is to provide an industry perspective to a grievance with the intent of reasonable settlement without going to the Ontario Labour Relations Board.

27:03 Grievances regarding delinquency of wages, fringes, pension and benefits etc. will be referred to the Ontario Labour Relations Board through Section 133 of the Labour Relations Act, 1995.

ARTICLE 28: ARBITRATION

28:01 Both parties to this Collective Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Collective 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 for 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 Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

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

ARTICLE 29: JURISDICTIONAL DISPUTES

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

There shall be no strike or lock-out during the term of this Collective Agreement. Neither the Union nor any of the employees covered by this Collective 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 lock-out any of the employees covered by this Collective 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.

ARTICLE 31: DURATION OF AGREEMENT

31:01 This Collective Agreement shall remain in force until April 30th, 2019 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 Collective Agreement or seek amendments to same.

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

days.

31:03 In respect to this Collective 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 O.R.A.C. will convene a meeting for the purpose of appraising the effectiveness of this Agreement.

If any Article or provision of this Collective Agreement shall be declared ineffective or undesirable, by mutual consent, the Union and O.R.A.C. will suspend, substitute, delete or amend any such Article or provision of this Collective Agreement to maintain the effectiveness and intent of this Collective Agreement.

The parties (2 members from each) to this agreement will meet on a quarterly basis to discuss Industry concerns i.e. manpower, competitive pressures and any other issues that may be of concern to the industry.

31:04 Notices: All notices required to be sent to the Union pursuant to this Collective Agreement shall be effectively given when mailed to:

UA Local 787 Administration Office
419 Deerhurst Drive
Brampton Ontario
L6T 5K3

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

The Ontario Refrigeration & Air Conditioning
Contractors Association
133 Milani Blvd., Unit 5
Vaughan, ON L4H 0R9

31:05 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2016.

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

Andrew Tarr

Ian Frost

Tony Panetta

William Papageorgiou

Marc Nicholas

**Ontario Refrigeration and Air
Conditioning Contractors
Association**

Phil Taggart

David Steele

Gregg Little

David Sinclair

Tony Mammoliti

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 trade as per Ontario Regulation 75/05 and heating work in the 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 heating equipment and systems 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 and condensate drain lines and refrigerated market equipment.

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

- (a) All piping components used for primary and secondary cooling systems and the setting, hanging and installation of all units and fixtures for air conditioning systems, combination heat/cool units, heat pumps, ice making equipment, humidifying units, dehumidifying units, refrigeration units and cooling units and the charging, testing and start up of all such equipment and systems.
- (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, conduit and boxes, tubing raceways used in connection with the heating and air conditioning industry.
- (c) All gas and arc welding, brazed, soldered, caulked, expanded and rolled joints in connection with the heating and air conditioning industry.
- (d) Laying out, cutting, bending and fabricating, or 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 in the heating and air conditioning industry.
- (f) The assembling and erection of tanks used in the heating and air conditioning industry.
- (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 industry.

- (h) The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerant.
- (i) All piping for cataracts, cascades (i.e.: artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds used for industrial manufacturing, commercial or for any other purposes in the refrigeration and air conditioning industry.
- (j) Piping herein specified means pipe made from metals, tiles, glass, rubber, plastic or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.
- (k) Hoisting, setting up, hanging and installing all equipment supplied by the refrigeration and air conditioning industry.
- (l) Installation and erection of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled displayed cases and cabinets used for display and storage of all items or products requiring a temperature controlled environment.
- (j) All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

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 signed original 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 easterly through 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 areas east of the line running north from Lake Ontario and making the eastern boundary of Zone 1.
- (c) that area south of a straight 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.

APPENDIX "C"

List of Employers

- 1430986 Ontario Corp.
Roper Controls
P.O. Box 425 Stn Main
150 Collier St.
Barrie, ON L4M 4T7
Phone: 705-726-3427
Fax: 705-739-2303
- 2512405 Ontario Limited O/A
SISU Mechanical Services
46 Clergue St.
Box #312
Kakabeka Falls, ON P0T 1W0
Phone: 807-708-8882
- 398362 Ontario Ltd.
T/A Etobicoke Sheet Metal
12 Taber Rd.
Etobicoke, ON M9W 3A4
Phone: 416-743-3522
Fax: 416-740-3647
- 462289 Ontario Ltd.
Tri-Air Systems
391 Steelcase Rd. W.
Unit #14 & #15
Markham, ON L3R 3J7
Phone: 905-470-2424
Fax: 905-470-6295
- 946766 Ontario Ltd.
Summit Mechanical
749 The King's Way
Peterborough, ON K9J 6W7
Phone: 705-740-0202
Fax: 705-743-7606
- Absolute Alliance HVAC Solutions
17 Kenewen Crt.
Toronto, ON M4A 1R7
Phone: 416-410-4946
Fax: 416-410-0239

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

ACR Mechanical Ltd.
981 Gorevale Rd.
Thunder Bay, ON P7G 2H1
Phone: 807-683-5163

Adaptive Climates Inc.
13 Brookmount Rd.
Toronto, ON M4L 3M9
Phone: 416-901-2663

Advantage Airtech Ltd.
1895 Clements Rd.
Unit #135
Pickering, ON L1W 3V5
Phone: 905-683-4442
Fax: 905-683-1892

AIM Industrial Inc.
121 Washburn Dr.
Kitchener, ON N2R 1S1
Phone: 519-747-2255
Fax: 519-747-4617

Ainsworth Inc.
131 Bermondsey Rd.
Toronto, ON M4A 1X4
Phone: 416-751-4420
Fax: 416-750-6628

Air Source Mechanical Inc.
145 Royal Crest Crt.
Unit #18
Markham, ON L3R 9Z4
Phone: 905-470-0628
Fax: 905-470-4063

Air Spectrum Ltd.
79 O'Connor Cres.
Richmond Hill, ON L4C 7N8
Phone: 905-737-4297

Air Treatment Heating & Cooling
20 Densley Ave.
Toronto, ON M6M 2R1
Phone: 416-235-0373
Fax: 416-235-2763

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Air Zone Mechanical Ltd.
7 Martin Rd.
Mulmur, ON L9V 3H1
Phone: 416-457-4549

Airco Ltd.
2113 Lasalle Blvd.
Sudbury, ON P3A 2A3
Phone: 705-673-2210
Fax: 705-673-6812

Airtime Canada ULC o/a 21 Degrees Heating & Air Conditioning
44 Highway 33
Trenton, ON K8V 5P6
Phone: 613-392-6558
Fax: 613-392-0361

Alliance Engineering & Construction Ltd.
348 Patricia Ave.
Ottawa, ON K1Z 6G6
Phone: 613-822-3040
Fax: 613-822-3040

Ambient Mechanical Ltd.
191 Caldari Rd.
Unit #2
Concord, ON L4K 4A1
Phone: 905-738-1768
Fax: 905-738-6211

Applied Systems Technologies Inc.
910 Rowntree Dairy Rd.
Unit #5
Woodbridge, ON L4L 5W4
Phone: 905-850-7080
Fax: 905-850-7121

Art Blake Refrigeration Ltd.
60 Pacific Crt., Unit # 7
London, ON N5V 3K4
Phone: 519-659-5808
Fax: 519-659-5809

Austech Mechanical Inc.
3425 Harvester Rd., Suite # 213
Burlington, ON L7N 3N1
Phone: 416-700-9011
Fax: 437-800-4310

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

B I C Mechanical Ltd.
6 Gidley Crt.
Penetanguishene, ON L9M 0A7
Phone: 416-748-9199
Fax: 800-994-6051

B Lundy Mechanical Ltd.
3528 Coons Rd.
Brockville, ON K6T 1A7
Phone: 613-342-7820
Fax: 613-342-9048

Beebe Mechanical Systems Ltd.
345 North May St. N
Thunder Bay, ON P7C 3R3
Phone: 807-623-4181
Fax: 807-623-2551

Berg Service Inc.
51 Nantucket Blvd.
Toronto, ON M1P 2N5
Phone: 416-755-2221
Fax: 416-755-3874

Bering Mechanical Ltd.
7220 West Credit Ave.
Mississauga, ON L5N 5N1
Phone: 416-231-1414

BKA Mechanical Inc.
99 Sante Dr. Unit C
Concord, ON L4K 3C4
Phone: 905-738-3975
Fax: 905-695-0413

Black & McDonald Ltd.
31 Pullman Crt.
Scarborough, ON M1X 1E4
Phone: 416-366-2541
Fax: 416-361-5918

Black & McDonald Ltd.
95 Bessemer Rd.
Unit #1
London, ON N6E 1P9
Phone: 519-681-4801
Fax: 519-681-8645

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Black & McDonald Ltd.
2460 Don Reid Dr.
Ottawa, ON K1H 1E1
Phone: 613-526-1226
Fax: 613-526-3960

Black & McDonald Ltd.
328 Green Rd.
Stoney Creek, ON L8E 2B2
Phone: 905-560-3100
Fax: 905-662-5882

Black & McDonald Ltd.
81 Osborne Rd
Courtice, ON L1E 2R3
Phone: 905-837-1291
Fax: 905-837-6599

Bogar-Paterson Ltd.
775 Pacific Rd., Unit # 25
Oakville, ON L6L 6M4
Phone: 905-847-8004
Fax: 905-847-9769

Bosanac Heating & Electric Ltd.
50 Kenilworth Ave. N
Hamilton, ON L8H 4R3
Phone: 905-454-3959
Fax: 905-544-3993

Boydaire Ltd.
785 Westney Rd. S.
Units #26 & #27
Ajax, ON L1S 7G1
Phone: 905-427-4100
Fax: 905-427-5760

Breau Air Inc.
164 Optimist Park Dr.
London, ON N6K 4M2
Phone: 519-657-9800
Fax: 519-657-8872

Brookfield Global Integrated Sol.
4175-14 Avenue, Suite # 300
Markham, ON L3R 0J2
Phone: 905-943-4202
Fax: 905-415-3297

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Broom's Mech Contracting Ltd.
3440 Fairview St.
Burlington, ON L7N 2R5
Phone: 905-634-7701
Fax: 905-333-3880

Bruce Power
Box 1540, B10
Tiverton, ON N0G 2T0
Phone: 519-361-7188 opt 1
Fax: 519-361-2285

BSG Services Inc.
2150 Winston Park Dr., Unit # 1
Oakville, ON L6H 5V1
Phone: 905-829-1655
Fax: 905- 829- 5996

Buhler Mechanical Service
911 Tungsten St.
Thunder Bay, ON P7B 5Z3
Phone: 807-344-1234
Fax: 807-344-1200

C & L Industrial Refrigeration Inc.
P.O Box 1449
Uxbridge, ON L9P 1N6
Phone: 416-410-2029

C&C Enterprises
Electrical Construction Ltd.
126 Green St., Box 993
Sarnia, ON N7T 7K2
Phone: 519-336-3430
Fax: 519-336-8578

Carmichael Engineering Ltd.
3822 Ave Decourtraï
Montreal, QC H3S 1C1
Phone: 1-888-735-4361
Fax: 514-735-2300

Carmichael Engineering Ltd.
1909 Oxford St. E., Unit # 45
London, ON N5V 4L9
Phone: 1-888-735-4361
Fax: 519-652-7266

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Carmichael Engineering Ltd.
3146 Lenworth Dr.
Mississauga, ON L4X 2G1
Phone: 1-888-735-4361
Fax: 905- 625-4349

Carmichael Engineering Ltd.
1179 Parisien St.
Ottawa, ON K1B 4W4
Phone: 1-888 735-4361
Fax: 613-741-6345

Carmichael Engineering Ltd.
2015 Fisher Drive
Peterborough, ON K9J 6X6
Phone: 705-740-2000
Fax: 705-740-1977

Carrier Canada Ltd.
1515 Drew Rd.
Mississauga, ON L5S 1Y8
Phone: 905-672-0606
Fax: 905-405-4019

Carrier Commercial Service
400 Parkdale Ave N., Unit # 2
Hamilton, ON L8H 5Y2
Phone: 1-866-230-4328
Fax: 905-573-4141

Carrier Commercial Service
8 Hearst Way
Ottawa, ON K2L 2P4
Phone: 613-820-0720
Fax: 860-998-9306

Carrier Commercial Service
1040 South Service Rd.
Suite #103
Stoney Creek, ON L8E 6G3
Phone: 905-573-4154
Fax: 905-405-4077

Cascade Mechanical Services Ltd.
86 Guided Crt., Unit C
Etobicoke, ON M9V 5H1
Phone: 416-678-1874

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Chad Air Systems
555 Military Trail
Scarborough, ON M1E 4S7
Phone: 416-286-4499
Fax: 416-724-7070

Cimco Refrigeration
65 Villiers St.
Toronto, ON M5A 3S1
Phone: 416-465-7581
Fax: 416-465-8815

Cimco Refrigeration
651 Wilton Grove Rd.
London, ON N6N 1N7
Phone: 519-464-6444
Fax: 519-434-2509

Cimco Refrigeration
93 Hines Rd., Unit # 7
Ottawa, ON K2K 2M5
Phone: 613-271-4444
Fax: 613-271-8457

Cimco Shop
61 Villarboit Cres.
Concord, ON L4K 4R2
Phone: 416-645-7581
Fax: 905-761-9794

Circa Refrigeration Inc.
25 Fisherman Dr., Unit # 418
Brampton, ON L7A 1C9
Phone: 905-846-0648
Fax: 905-846-0677

Classic HVAC Systems Inc.
645 Garyray Dr.
North York, ON M9L 1P9
Phone: 416-740-3000
Fax: 416-740-2039

Climate Control
651 Wilton Grove Rd.
London, ON N6N 1N7
Phone: 519-439-1300
Fax: 519-439-7775

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Climatech Inc.

20 Regan Rd., Units # 12 & # 13
Brampton, ON L7A 1C3
Phone: 905-840-6360
Fax: 905-840-6355

Cloud 9 HVAC Services

1182 Ste Therese Ln.
Orleans, ON K1C 2A6
Phone: 613-304-5329

Clow Darling Ltd.

1201 Cameron St.
Thunder Bay, ON P7C 0A1
Phone: 807-623-7485
Fax: 807-622-2569

Combustion Techs

11603 Longwoods Road
Kent Bridge, ON N0P 1V0
Phone: 226-350-1528
Fax: 226-773- 0124

Complete Comfort Heating & Air Conditioning

11 Seapark Dr., Unit # 6
St. Catharines, ON L2M 6S5
Phone: 905-397-7230
Fax: 289-362-2312

Conestogo Mechanical Inc.

50 Dumart Place
Kitchener, ON N2K 3C7
Phone: 519-579-6740
Fax: 519-579-5962

Consistent Cooling Inc.

9504 Wellington Rd 124
Erin, ON N0B 1T0
Phone: 905-846-2036
Fax: 877-873-6117

Continental Air Systems Inc.

16- 1375 Southdown Rd.
Suite #332
Mississauga, ON L5J 2Z1
Phone: 905 855-7519
Fax: 905 855-0214

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Contrast Heating & Air Conditioning Ltd.
328 North Rivermede Rd., Unit # 9
Concord, ON L4K 3N5
Phone: 416-223-8552

Cool Check Air Conditioning Ltd.
25 Coronet Rd., Unit # 4
Etobicoke, ON M8Z 2L8
Phone: 416-239-1000
Fax: 416-236-4323

Coolbreeze Service Ltd.
6500 Northwest Dr.
Mississauga, ON L4V 1P2
Phone: 905-672-7887
Fax: 905-672-7829

Coolmark Mechanical Ltd
70 Siltan Rd., Unit # 12
Vaughan, ON L4L 8B9
Phone: 905-265-9620
Fax: 905-265-9619

Coral Engineering
41 Horner Ave., Unit # 1
Toronto, ON M8Z 4X4
Phone: 1-800-667-7612
Fax: 416-233-7769

Coral Engineering Ltd.
Bombardier Project
41 Horner Ave., Unit # 1
Toronto, ON M8Z 4X4
Phone: 905-678-9900
Fax: 416-233-7769

Core One Mechanical Group Ltd.
16 Carberry Cres.
Ajax, ON L1Z 1S1
Phone: 905-239-9385
Fax: 905-239-9382

Cornerstone Trade Mechanical Services Inc.
54 Peelton Heights Rd.
Brampton, ON L6Y 2J2
Phone: 416-509-4729
Fax: 905-796-0077

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Cyber Air Systems Inc.
2355 Royal Windsor Dr.
Unit #11
Mississauga, ON L5J 4S8
Phone: 905-569-8040
Fax: 905-569-7663

D and D Heating & Cooling
15 La Rose, Unit # 116
Holland Landing, ON L9N 1K8
Phone: 647-721-1590

Daikin Applied Canada Inc.
P.O. Box 1551
Minneapolis, MN, USA 55440
Phone: 763-553-5309
Fax: 763-383-4506

Daikin Applied Canada Inc.
15 Antares Dr., Unit # 5
Ottawa, ON K2E 7Y9
Phone: 613-761-1414
Fax 613-761-7057

Daikin Applied Canada Inc.
673 Consortium Crt.
London, ON N6E 2S8
Phone: 519-686-5050
Fax: 519-686-5060

Daikin Applied Canada Inc.
641 Chrislea Rd., Unit # 8
Vaughan, ON L4L 8A3
Phone: 905-850-7141
Fax 905-850-7140

DCS Innovated HVAC-R Solutions Inc.
5711 Wellington Road 86
R.R. #1
Ariss, ON N0B 1B0
Phone: 1-855-327-4822

Demand Air Systems
164 Trowers Rd.
Woodbridge, ON L4L 5Z3
Phone: 416-746-2005
Fax: 416-746-2051

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Dilfo HVAC

1481 Cyrville Rd.
Ottawa, ON K1B 3L7
Phone: 613-741-7731
Fax: 613-741-9962

Display Fixtures

101 Weston St.
Winnipeg, MB R3E 2T4
Phone: 204-786-5186
Fax: 204-786-5183

Donair Air Conditioning & Heating Service Ltd.

20248 Yonge St.
Holland Landing, ON L9N 1B1
Phone: 416-667-1527
Fax: 905-836-1670

Drennan Refrigeration Inc.

1880 Cheapside St.
London, ON N5V 3E7
Phone: 519-453-9100
Fax: 519-659-4233

Dunlis Mechanical Services Ltd.

2 Carson Crt.
Brampton, ON L6T 4P8
Phone: 905-793-6026
Fax: 905-793-3537

E.A. Company Ltd.

317 Progress Ave.
Scarborough, ON M1P 2Z7
Phone: 416-292-2295
Fax: 416-293-1358

E S Fox Ltd.

35 Goderich Rd, Unit # 1 - 3
Hamilton, ON L8E 4P2
Phone: 905-547-7225
Fax: 905-547-3339

E S Fox Ltd.

209 Dalton Ave.
Kingston, ON K7K 6C2
Phone: 613-549-4396
Fax: 613-549-1238

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

E S Fox Ltd.
P.O. Box 1010
9127 Montrose Rd.
Niagara Falls, ON L2E 7J9
Phone: 905-354-3700
Fax: 905-354-5599

E S Fox Ltd.
1349 Kelly Lake Rd., Unit # 1
Sudbury, ON P3E 5P5
Phone: 705-560-5353
Fax: 705-560-8721

E S Fox Ltd.
905 Commerce St.
Thunder Bay, ON P7E 6E8
Phone: 807-475-4281
Fax: 807-475-4656

E.S Fox Ltd.
7500 Hwy 27, Unit # 3
Vaughan, ON L4H 0J2
Phone: 905-851-8117
Fax: 905-851-3778

Edge Mechanical Inc.
100 Sandiford Dr., Unit # 48
Stouffville, ON L4A 7X5
Phone: 905-642-8886
Fax: 905-642-1886

EnerCare Home & Commercial Services
30 High Meadow Place
North York, ON M9L 2Z5
Phone: 1-800-266-3939
Fax: 416-780-2910

ENGIE MultiTech Ltd.
2640 Argentia Rd
Mississauga, ON L5N 6C5
Phone: 905-812-7900
Fax: 905 812-7907

Environmental Systems Corporation
122 Commerce Park Dr., Unit F
Barrie, ON L4N 8W8
Phone: 705-797-8877
Fax: 705-722-7131

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Etobicoke Mechanical Company
12 Taber Rd.
Etobicoke, ON M9W 3A4
Phone: 416-743-3522
Fax: 416-740-3647

Extendicare (Canada) Inc.
3000 Steeles Ave. E
Markham, ON L3R 9W2
Phone: 905-470-4000
Fax: 905-470-5588

Fahrhall Mechanical Contractors Ltd.
3822 Sandwich St.
Windsor, ON N9C 1C1
Phone: 519-969-7822
Fax: 519-969-5448

FL Mechanical
45 Mural St., Unit # 6
Richmond Hill, ON L4B 1J4
Phone: 905-475-5600
Fax: 905-475-5605

G D R Mechanical Inc.
7362 Ashburn Rd.
Brooklin, ON L1M 1L4
Phone: 905-655-4232
Fax: 905-644-5444

G.A. Enns Industrial Refrigeration Ltd.
8957 Wellington Road 50
Acton, ON L7J 2L8
Phone: 905-567-6306
Fax: 519-853-4139

Garnett HVAC Solutions Inc.
3 Bradford St.
Bradford, ON L3Z 0B7
Phone: 905-715-4501

Gateway Mechanical Services Inc.
14605 188th Ave.
Edmonton, AB T5L 2M7
Phone: 1-800-414-4929
Fax: 780-425-0683

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

General Air Systems Inc.
65 Woodstream Blvd., Unit # 17
Woodbridge, ON L4L 7X6
Phone: 416-740-2188
Fax: 416-981-3058

Gordon Wright Electric Ltd.
6255 Don Murie St.
Niagara Falls, ON L2G 0B1
Phone: 905-356-5730
Fax: 905-356-4588

GPA Factory Service Inc.
6 Shields Crt., Unit # 4
Markham, ON L3R 4S1
Phone: 905-851-3991
Fax: 905-851-4102

Grayco Air
1895 Clements Rd., Unit # 160
Pickering, ON L1W 3V5
Phone: 905-428-0283
Fax: 905-428-7420

Graywood Electric (Automated Logic)
14 Automatic Rd., Unit # 32
Brampton, ON L6S 5N5
Phone: 905-789-8900
Fax: 905-660-1875

H.V.A.C. Consultants Inc.
239 Weldrick Rd. W
Richmond Hill, ON L4C 5J2
Phone: 905-883-3493
Fax: 905-884-9811

Harvey Refrigeration Ltd.
3305 Weatherford Rd.
Mississauga, ON L5M 7X8
Phone: 416-896-9071

HCD Services Inc.
3392 Wonderland Rd. S.
Bldg 8, Unit #2
London, ON N6L 1A8
Phone: 519-652-9875
Fax: 519-652-2562

This is a list of active contractors as of the day of printing.
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HECO

24 Hiscott St.
St. Catharines, ON L2R 1C6
Phone: 905-688-6350
Fax: 905-688-2308

Hepta Control Systems Inc.

302 Christina St. N
Sarnia, ON N7T 5V5
Phone: 888-726-6688
Fax: 519-541-1964

Highland Refrigeration Services Ltd.

210 North Shore Dr.
Cedar Point, ON L9M 0T8
Phone: 416-402-0277
Fax: 705-533-4428

HK Construction Services

24 Morton Ave. E
Brantford, ON N3R 7J7
Phone: 519-750-0357
Fax: 519-750-0924

Honeywell Ltd.

85 Enterprise Dr., Suite 100
Markham, ON L6G 0B5
Phone: 289-333-1057
Fax: 905-608-6001

Honeywell Ltd.

430 McNeilly Rd.
Bldg. A, Unit #4
Hamilton, ON L8E 5E3
Phone: 905-537-4575
Fax: 905-643-5599

Honeywell Ltd.

250 York St., Unit # 300
London, ON N6A 6K2
Phone: 519-640-1920
Fax: 519-679-3977

Honeywell Ltd.

400 Maple Grove Rd.
Kanata, ON K2V 1B8
Phone: 613-595-7600
Fax: 613-595-7699

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Honeywell Ltd.

1899 Lasalle Blvd.
Sudbury, ON P3A 2A3
Phone: 705-566-6731
Fax: 705-566-6622

Honeywell Ltd.

883 Tungsten St., Unit # 2
Thunder Bay, ON P7B 6H2
Phone: 807-343-5555
Fax: 807-626-9358

Honeywell Ltd.

3096 Devon Dr.
Windsor, ON N8X 4L2
Phone: 519-250-2030
Fax: 519-250-2004

Honeywell Ltd.

3333 Unity Dr.
Mississauga, ON L5L 3S6
Phone: 905-608-6000
Fax: 905-608-6001

Hubbard Mechanical Inc.

1500 Hilldale Rd.
Thunder Bay, ON P7G 2J1
Phone: 807-473-7792
Fax: 807-345-3623

Hubbard Mechanical Inc.

169 Clavet St
Thunder Bay, ON P7A 2M3
Phone: 807-473-7792
Fax: 807 768-1858

HVAC Dimensions Ltd.

25 Great Lakes Dr.
P.O. Box 68553
Brampton, ON L6R 0J8
Phone: 905-790-9860
Fax: 905-790-3428

In Spec Systems

1805 Wilson Ave., Unit # 12
Toronto, ON M9M 1A2
Phone: 416-745-0220
Fax: 416-745-0220

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Industrial Refrigerated Systems Inc.

10282 4th Line
R.R. #5
Milton, ON L9T 2X9
Phone: 905-702-8802
Fax: 905-702-8809

Ingenuity Building Efficiency Technologies Ltd.

51261 Clinton St.
Springfield, ON N0L 2J0
Phone: 519-854-3428

Irvcon Ltd.

1145 Pembroke St. E
Pembroke, ON K8A 7R4
Phone: 613-732-7311
Fax: 613-735-2615

Isotherm Engineering Ltd.

2133 Royal Windsor Dr.
Unit #37
Mississauga, ON L5J 1K5
Phone: 905-822-2430
Fax: 905-822-5182

ISS Facility Services

5150 Spectrum Way
Mississauga, ON L4W 4G1
Phone: 905-206-3960
Fax: 866-497-1173

J Melvin & Associates Ltd.

3045 Southcreek Rd.
Unit #22
Mississauga, ON L4X 2X6
Phone: 905-629-3322
Fax: 905-629-1091

J. F. Mechanical Air Systems Inc.

6208 Prairie Circle
Mississauga, ON L5N 5Y4
Phone: 647-223-9924
Fax: 905-824-5057

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

J.L Refrigeration Inc.
60 Venture Dr.
Unit #13
Scarborough, ON M1B 3S4
Phone: 416-281-4453
Fax: 416-281-8606

Jade Logic Building Tech. Inc.
16 Stonefield Dr.
West Montrose, ON N0B 2V0
Phone: 519-669-4254
Fax: 519-669-1324

Johnson Controls
Shared Service Ctr. LD-54
507 E Michigan St.
Milwaukee, WI, USA 53202
Phone: 441-524-6637
Fax: 877-410-8180

Johnson Controls
Pearson International Airport
2144 Elmbank Rd.
Mississauga, ON L4V 1A5
Phone: 905-676-8299
Fax: 416-776-7699

Johnson Controls
Mainway Business Centre
3070 Mainway Dr. #10 & #11
Burlington, ON L7M 3X1
Phone: 905-335-3325
Fax: 905-335-9960

Johnson Controls
100 Southgate Dr.
Guelph, ON
Phone: 519-250-2000
Fax: 519-250-2004

Johnson Controls
90 Bessemer Rd.
London, ON N6E 1R1
Phone: 519-681-1221
Fax: 519-681-9322

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Johnson Controls
30 Edgewater St.
Unit #108
Ottawa, ON K2L 1V8
Phone: 613-831-2673
Fax: 613-836-3106

Johnson Controls
7400 Birchmount Rd.
Markham, ON L3R 5V4
Phone: 905-475-7610
Fax: 905-474-5436

Kawartha Mechanical Ltd.
P.O. Box 491
Bridgenorth, ON K0L 1H0
Phone: 705-933-8873
Fax: 705-292-1293

Keith's Plumbing & Heating Inc.
647 Parkdale Ave. N
Hamilton, ON L8H 5Z1
Phone: 905-544-8118
Fax: 905-544-6815

Kelson Service Inc.
2 Bales Dr. W
Sharon, ON L0G 1V0
Phone: 905-898-2256
Fax: 905-898-2916

Kindred Mechanical Inc. Corp. No. 02541535
243 Colbeck Dr.
Welland, ON L3C 7M3
Phone: 905-329-4423

Lancaster Sheet Metal Ltd.
195 Hempstead Dr.
Hamilton, ON L8W 2E6
Phone: 905-388-3800
Fax: 905-575-7166

Laser Heating & Air Conditioning Inc.
19 Kenview Blvd., Unit # 46
Brampton, ON L6T 5G6
Phone: 905-793-0771
Fax: 905-793-0891

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Lekter Industrial Services Inc.
500 Harvard Dr.
Belle River, ON N0R 1A0
Phone: 519-727-3713
Fax: 519-727-6176

Lou's Heating Systems Inc.
610 Bowes Rd., Unit # 8
Concord, ON L4K 4A4
Phone: 416-661-7420
Fax: 905-669-4050

MAS Mechanical Ltd.
3687 Weston
North York, ON M9L 1V8
Phone: 416-740-5051
Fax: 416-740-5324

M.T.I. Ltd.
860 Denison St., Unit # 5
Markham, ON L3E 4H1
Phone: 905-513-1953
Fax: 905-513-1955

Mackay Advanced Energies
2534 First St South
St. Catharines, ON L2S 4A1
Phone: 905-688-1849
Fax: 905-688-3383

Magtech Mechanical Systems Inc.
3555 Don Mills Rd.
Unit #18-128
Toronto, ON M2H 3N3
Phone: 416-497-4803
Fax: 416-495-9830

Major Air Systems Ltd.
20 Mural St., Unit #1B
Richmond Hill, ON L4B 1K3
Phone: 905-764-3200
Fax: 905-764-3796

Mapleridge Mechanical
939 Dillingham Rd.
Pickering, ON L1W 1Z7
Phone: 905-831-0524
Fax: 905-831-1628

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Margell Mechanical Contractors Ltd.
149 Milvan Dr.
Weston, ON M9L 1Z8
Phone: 416-749-1717
Fax: 416-748-3059

Mayfair Systems
9 Industrial Pkwy. S
Unit #5
Aurora, ON L4G 3V9
Phone: 905-713-1005
Fax: 905-475-0560

MDF Mechanical Ltd.
2100 Steeles Ave. E
Brampton, ON L6T 1A7
Phone: 905-789-9944
Fax: 905-789-9945

Mechanical Aire Services Ltd.
5484 Tomken Rd., Unit # 12
Mississauga, ON L4W 2Z6
Phone: 905-629-4494
Fax: 905-629-8085

Meridian Mechanical Ltd.
11 Mary Pearson Dr.
Markham, ON L3S 2Z6
Phone: 416-473-7326

Metal Air Mechanical Systems Ltd.
2828 Belisle Dr.
Val Caron, ON P3N 1N6
Phone: 705-897-2526
Fax: 905-897-6018

Mike Witherell Mechanical Ltd.
74 Mumford Dr.
Lively, ON P3Y 1L2
Phone: 705-522-6445
Fax: 705-692-5275

Mitchell Refrigeration Ltd.
1635 Sismet Rd., Unit # 27
Mississauga, ON L4W 1W5
Phone: 905-624-1162
Fax: 905-624-0812

This is a list of active contractors as of the day of printing.
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Modern Niagara
695 Flint Rd.
Toronto, ON M3J 2T7
Phone: 416-748-3882
Fax: 416-748-1439

Mr. Furnace Huero/ Sure-Fix
7334 Garner Rd.
Niagara Falls, ON L2E 6S5
Phone: 905-357-0919
Fax: 905-357-0782

MSB HVAC Services Ltd.
1225 Gorham St., Unit #21
Newmarket, ON L3Y 8Y4
Phone: 905-235-4997
Fax: 905-235-4997

Myko Mechanical Ltd.
1775- 10 Meyerside Dr.
Mississauga, ON L5T 1E2
Phone: 905-238-8302

National Mechanical Air Ltd.
325 Nantucket Blvd.
Unit 32
Scarborough, ON M1P 4V5
Phone: 416-757-8889
Fax: 416-321-2651

Neelands Group Limited
4131 Palladium Way
Burlington, ON L7M 0V9
Phone: 905-332-4555
Fax: 905-332-7090

Nelco Mechanical Ltd.
P.O. Box 1086
77 Edwin St.
Kitchener, ON N2G 4G6
Phone: 519-744-6511
Fax: 519-744-3072

New Found Air and HVAC Services
P O Box 100
Stouffville, ON L4A 1B7
Phone: 416-232-9229

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Nexus Mechanical Group Inc.
22 Norfolk Place
Whitby, ON L1N 6Z2
Phone: 289-404-9258
Fax: 647-404-9258

Niagara Mechanical Services Ltd.
695 Flint Rd.
Toronto, ON M3J 2T7
Phone: 416-748-3882
Fax: 416-748-1439

Nortek Mechanical Services
1350 Queen St. W
RR # 2
Brampton, ON L6X 0B2
Phone: 416-709-4287
Fax: 905-565-8692

Northern Air Environmental Tech Inc.
107 Tycos Dr.
Unit #4
Toronto, ON M6B 1W3
Phone: 905-458-9988
Fax: 905-458-9694

Nortown Air Systems
20 Densley Ave.
Toronto, ON M6M 2R1
Phone: 416-235-2727
Fax: 416-235-2763

Oakwood Mechanical Systems Ltd.
380 Lake Rd.
Unit #4
Bowmanville, ON L1C 4P8
Phone: 905-619-0114
Fax: 905-619-1582

One Source Mechanical Inc.
66 Rankin St.
Unit #4
Waterloo, ON N2V 1V9
Phone: 519-885-2828
Fax: 519-885-2821

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Ontario Air Systems Ltd.
1885 Clements Rd.
Unit #204
Pickering, ON L1W 3V4
Phone: 905-428-8080
Fax: 905-428-0655

Ontario Heating & Air Conditioning Ltd.
132 Carlyle Cres.
Aurora, ON L4G 6P7
Phone: 905-726-4141
Fax: 905-726-3305

Ontario Power Generation
1675 Montgomery Park Rd.
Pickering, ON L1V 2R5
Phone: 905-839-1151

Onyx-HVAC Climate Control Services
42 Shaft Rd.
Etobicoke, ON M9W 4M2
Phone: 800-776-9976
Fax: 416-674-9623

Pamar Mechanical Ltd.
74 Culnan Ave., Unit # 2
Toronto, ON M8Z 5B2
Phone: 416-253-1436
Fax: 416-253-5136

Parkaire Systems Inc.
99 West Dr., Unit C
Brampton, ON L6T 2J6
Phone: 905-874-1611
Fax: 905-874-0417

Penn Refrigeration Ltd.
18 Seapark Dr., Unit # 5
St. Catharines, ON L2M 6S6
Phone: 905-685-4255
Fax: 905-685-0333

Perras Mechanical Services Ltd.
585 Oak Park Rd.
Brantford, ON N3T 5L8
Phone: 519-754-0530
Fax: 519-754-0185

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Plan Group

2740 Steeles Ave. West
Vaughan, ON L4K 4T4
Phone: 416-635-9040
Fax: 416-634-9764

Pneumatemp Systems Ltd.

892 Best Circle
Newmarket, ON L3X 2H8
Phone: 905-478-2006
Fax: 905-478-8667

Polar Mechanical

596 Squire St.
Thunder Bay, ON P7B 4A6
Phone: 807-623-1525
Fax: 807-623-1539

Poleair Technical Inc.

759 Evett St.
Sarnia, ON N7S 5N3
Phone: 519-337-3331
Fax: 519-337-1116

Powerful Group of Companies Inc.

1715 Meyerside Dr.
Unit #1
Mississauga, ON L5T 1C5
Phone: 416-674-8046
Fax: 905-696-9949

Pro-Tech Mechanical Services Ltd.

685 Hamilton Rd.
London, ON N5Z 1T4
Phone: 519-452-1631
Fax: 519-452-1632

Pure Heating & Cooling

74 Cromwell Ave.
Oshawa, ON L1J 4T6
Phone: 905-243-2260

R & R Mechanical Group Inc.

22 Ferris Dr.
Wellesley, ON N0B 2T0
Phone: 519-656-9558
Fax: 1-888-334-7066

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

R H A Environmental
93 Bell Farm Rd., Suite 109
Barrie, ON L4M 5G1
Phone: 705-726-4958
Fax: 705-726-1575

R.E. Corner Refrigeration
415 Big Bay Point Rd.
Barrie, ON L4N 3Z3
Phone: 705-721-1960
Fax: 705-721-1977

Raytheon Canada Ltd.
400 Phillip Street
Waterloo, ON N2L 6R7
Phone: 519-885-0110
Fax: 519-885-8673

Readair Mechanical Services Ltd.
80 Esna Park Dr., Unit # 14
Markham, ON L3R 2R6
Phone: 905-474-4449
Fax: 905-474-2081

RECom Compressor
8060 Lawson Rd., Unit # 6
Milton, ON L9T 5C4
Phone: 905-864-4877
Fax: 905-864-1979

Reliance Comfort Ltd. Partnership
2 Lansing Square, 12th Floor
Toronto, ON M2J 4P8
Phone: 416-490-4552
Fax: 416-756-8927

Responsive Multi-Tech Services
38438 Kirkton Rd.
Crediton, ON N0M 1M0
Phone: 519-455-3324
Fax: 519-455-5325

Robcan Mechanical
8510 Torbram Rd.
Unit #62
Brampton, ON L6T 5C7
Phone: 905-840-7454
Fax: 905-840-2269

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Roberts Onsite Inc.
209 Manitou Dr.
Kitchener, ON N2C 1L4
Phone: 519-578-2230
Fax: 519-578-2979

Romo Air Systems
5100 Erin Mills Pkwy., Box 53008
Mississauga, ON L5M 5H0
Phone: 905-279-5868
Fax: 905-820-8555

Rosetown Central Refrigeration
195 Wilkinson Rd.
Brampton, ON L6T 4X1
Phone: 905-451-3147
Fax: 905-452-9143

S I G Mechanical Services Ltd.
51 B Esna Park Dr.
Markham, ON L3R 1C9
Phone: 905-475-3000
Fax: 905-475-3170

Sensible Heating & Air Conditioning Ltd.
75 National Cres.
Brampton, ON L7A 1G9
Phone: 416-726-7102
Fax: 905-840-6183

Sentry Air Systems
P.O. Box 880
Streetsville, ON L5M 2C4
Phone: 416-970-7687
Fax: 905-854-3831

Service Experts Heating & A/C Inc.
215- 6200 Dixie Rd.
Mississauga, ON L5T 2E1
Phone: 416-641-2250
Fax: 416-641-2252

Servocraft Ltd.
325 Lesmill Rd.
Don Mills, ON M3B 2V1
Phone: 416-391-2229
Fax: 416-391-4998

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Siemens Building Tech Ltd.
1577 North Service Rd. E
Oakville, ON L6H 0H6
Phone: 438-402-9407
Fax: 905-799-2206

Smith & Long Mechanical Ltd.
115 Idema Road
Markham, ON L3R 1A9
Phone: 416-649-0291
Fax: 905-670-7019

Smith Quality Temp. Control Inc.
48 Bramble Cres.
Stouffville, ON L4A 7Y5
Phone: 905-640-8499
Fax: 905-640-7499

Snow's HVAC Services
PO Box 677, Station Main
Alliston, ON L9R 1V8
Phone: 647-297-7669
Fax: 647-438-1115

Spectrum Mechanical (2009) Ltd.
10-499 Edgeley Blvd.
Concord, ON L4K 4H3
Phone: 905-760-0067
Fax: 416-352-1808

Springbank Mechanical Systems
3615 Laird Rd., Unit # 1
Mississauga, ON L5L 5Z8
Phone: 905-569-8990
Fax: 905-569-8992

Standard Mechanical Systems Ltd.
3055 Universal Dr.
Mississauga, ON L4X 2E2
Phone: 905-625-9505
Fax: 905-625-0558

Startek Building Solutions
315-Westforest Trail
Kitchener, ON N2N 3J2
Phone: 519-584-2151
Fax: 519-584-2429

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Sundawn Integrated Services Inc.
1693 Mattawa Ave.
Mississauga, ON L4X 1K5
Phone: 905-277-4822
Fax: 905-277-4911

Superior Air Systems Ltd.
50 Baywood Rd.
Etobicoke, ON M9V 3Z3
Phone: 416-742-7447
Fax: 416-742-742-7461

Superior Boiler Works and Welding Ltd.
375 McNeilly Rd.
Stoney Creek, ON L8E 5H4
Phone: 905-643-6628
Fax: 905-643-2847

Superior Trade Services Ltd.
131 Bermondsey Rd.
Toronto, ON M4A 1X4
Phone: 416-281-3351
Fax: 416-751-9934

T & D Air Cond. Processes Inc.
13 Casper Cres.
Brampton, ON L6W 4N3
Phone: 905-792-6688
Fax: 905-792-6995

T & M Mechanical Ltd.
2100 Thurston Dr., Unit # 1
Ottawa, ON K1G 4K8
Phone: 613-736-0239
Fax: 613-736-5679

T I D Associates
P.O. Box 57
Caledon Village, ON L7K 3L3
Phone: 416-984-5767

TAB Mechanical Inc.
6653456 Canada Inc.
71 Industrial Park Rd.
Tyendinaga, ON K0K 3A0
Phone: 1-888-566-4398
Fax: 613-398-7171

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Temp Air Control

P.O. Box #40
Alliston, ON L9R 1T9
Phone: 705-435-9271
Fax: 905-435-9803

Tempwise Design and Maintenance

1442 Kostis Ave.
London, ON N5V 3E2
Phone: 519-453-2308

The State Group Inc.

3206 Orlando Dr.
Mississauga, ON L4V 1R5
Phone: 905-672-2772
Fax: 905-672-1919

Thermal Mechanical Systems

807 Harold Cres.
Thunder Bay, ON P7C 5H8
Phone: 807-345-5200
Fax: 807-345-5784

Thermal Process Systems Inc.

824 Texas Rd.
Amherstburg, ON N9V 3R3
Phone: 519-726-5556
Fax: 519-726-5554

Thermal Mechanical Air Systems Inc.

67 Castlevue Cres.
Markham, ON L6C 3C4
Phone: 416-725-2321

Thomas Lemmon & Sons (1973) Ltd.

765 Montreal St.
Kingston, ON K7L 4W2
Phone: 613-546-9161
Fax: 613-546-0871

Toronto District School Board

5050 Yonge St.
Toronto, ON M2N 5N8
Phone: 416-395-8233
Fax: 416-406-3410

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Touchstone Building Technologies Inc.
38 Maplecrest Dr.
Breslau, ON N0B 1M0
Phone: 226-978-8080
Fax: 226- 946-1401

Trane Ottawa Division
1024 Morrison Dr.
Ottawa, ON K2H 8K7
Phone: 6133-820-8111
Fax: 613-820-1414

Trane Service Agency (London)
8 Belleisle Crt.
London, ON N5V 4L2
Phone: 519-453-3010
Fax: 519-453-3024

Trane Toronto Division
4051 Gordon Baker Rd.
Scarborough, ON M1W 2P3
Phone: 416-499-3600
Fax: 416-499-3615

Trans Air Mechanical Ltd.
42 Michael Blvd
Whitby, ON L1N 5P9
Phone: 905-434-8132
Fax: 905-434-5260

Transcool Inc.
343 Wellington Rd. S
P.O. Box 2206
London, ON N6C 5Y3
Phone: 519-457-2390
Fax: 519-457-2389

Tru Temp Mechanical
7961 Portage Rd.
Niagara Falls, ON L2G 5Y9
Phone: 905-401-0885

VCI Controls Inc.
1 Royal Gate Blvd., Suite D
Vaughan, ON L4L 8Z7
Phone: 905-850-4464
Fax: 905-850-4474

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

VCI Controls Inc.

9 Camelot Crt., Suite 100
Ottawa, ON K2G 5W6
Phone: 613-226-6712
Fax: 613-226-2203

Vollmer Inc.

3822 Sandwich St.
Windsor, ON N9C 1C1
Phone: 519-969-7822
Fax: 519-966-0934

W. A. C. Heating and Cooling

3883 Menoke Beach Rd
Severn, ON L3V 0T9
Phone: 705-327-9970

Weiss Service Associates Inc.

44 Balmoral Dr.
Guelph, ON N1E 3N6
Phone: 519-826-6955
Fax: 519-826-0655

Westaire Air Conditioning & Htg Ltd.

58 Oakwood Ave N.
Mississauga, ON L5G 3L8
Phone: 905-278-8868
Fax: 905-278-8270

Wintech Air Systems Inc.

3A Edvac Dr., Unit # 8
Brampton, ON L6S 5X8
Phone : 905-673-2345
Fax: 905-673-2346

XTRA Mechanical Ltd.

6793 Steeles Ave. W
Toronto, ON M9V 4R9
Phone: 416-748-9872
Fax: 416-749-9872

Zepher Mechanical

P.O. Box 206
Zepher, ON L0E 1T0
Phone: 905-473-1535
Fax: 905-473-1535

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Appendix "D"

Request for Change of Hours

Date: _____

To:	<u>UA Local 787</u>	Phone:	<u>905-790-1019</u>
Attention:	<u>Business Manager</u>	Fax:	<u>905-790-1022</u>
From:	_____	Phone:	_____
	_____	Fax:	_____
	_____	Email:	_____

Reason and Description for the change of standard hours of work:

Area/Zone: _____

Location: _____

Start Date: _____ Duration: _____

Employees affected by change:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For the Union

For the Employer

**PROVINCIAL NON I.C.I. CONSTRUCTION,
SERVICE AND MAINTENANCE
COLLECTIVE AGREEMENT**

(2016)

BETWEEN:

The unionized Maintenance and Service Contractor members of the Ontario Refrigeration and Air Conditioning Contractors Association, as listed in the Appendix "D", herein referred to as **the Employer**.

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 Collective 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 O.R.A.C., 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

- (a) This Collective Agreement constitutes the entire Agreement between the parties. No modification to any of the terms or conditions of this Collective Agreement shall be valid unless made in writing and signed by both parties. Modifications to any of the terms and conditions of this Collective Agreement made between an individual Employer and employee are contrary to this Collective Agreement and the Ontario Labour Relations Act.
- (b) The Union agrees that the terms and conditions of any Collective Agreement between an Employer not bound to this Collective Agreement and the Union shall be the same as this Collective Agreement, except as provided for in the Collective Agreement between the Maintenance and Service Contractors Association and the

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (the M.S.C.A. Agreement) which shall apply to those Employers bound to, or may become bound to, the M.S.C.A. Agreement.

ARTICLE 3: EMPLOYMENT EQUITY

- (a) The parties to this Collective Agreement are committed to employment equity in the employment of such persons as aboriginal people, people with disabilities, members of racial minorities and women. It is therefore mutually agreed that the parties to this Collective Agreement will endeavor to remove barriers to employment and further work towards the prevention of discrimination and harassment towards all workers.
- (b) The parties to this Collective Agreement agree that there shall be no workplace harassment, discrimination, favoritism, interference, restriction or coercion exercised with respect to any employee in any manner for any reason (but not limited to) such as race, creed, colour, age, sex, marital status, number of dependents, nationality, ancestry, place of origin, political or religious beliefs, sexual orientation, physical disability (where the disability does not render the employee incapable of fulfilling his/her duties and obligations under this Collective Agreement) or membership or activity in the Union.

ARTICLE 4: EMPLOYER

The term Employer in this Collective Agreement is construed to mean O.R.A.C., any Company, partnership, sole proprietorship or otherwise which is bound by this Collective Agreement.

ARTICLE 5: RECOGNITION

5:01 O.R.A.C. recognizes Local Union 787 as the sole and exclusive bargaining agent for all Journeymen and Apprentice Refrigeration and Air Conditioning Mechanics, Maintenance Mechanics, save and except persons above the rank of working Foremen, employed by Employers in the Province of Ontario engaged in all of the Employers maintenance and/or service activities and all construction work in the Province of Ontario, other than construction work in the Industrial, Commercial and Institutional Sector and Residential sectors in the Refrigeration and Air Conditioning trade.

- (a) Subject to the express terms of this Collective Agreement, specifically Article 8 paragraphs 8:03(a) and (b), the Union recognizes the right of the Employer to operate and manage his/her business in accordance with his/her commitments and responsibilities.
- (b) Non-bargaining unit management employees of the Employer or the Employer's

vendors or contractors may be involved in any job for the purpose of instruction and training.

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 Employer at any time.
6. The control of all operations and buildings, machinery and tools owned or rented by the employer. The direction of the employees, including 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 Collective 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 Collective Agreement, the Employer 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 Collective Agreement shall as a condition of employment or continued employment be members of the Union in good standing or travel card or probationary or permit workers or otherwise referred to the Employer by the Union.
- (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, including travel card, probationary or permit workers, the Employer will not assign work to such employee upon request by the Union.

5:03 (a) 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 persons, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained person and none are

available on the Union "Out of Work" list, the Employer may, if the Employer decides the persons on the list are not suitable, hire other qualified persons provided Article 25 has been adhered to. The Union will notify the Employer within 48 hours of the person's acceptance by issuing a referral slip.

- (b) The Employer shall retain the right to reject any person referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing the Employer so states in a termination notice.

5:04 The Union shall take reasonable steps to ensure that none of its members are employed by Employers not bound by a Collective Agreement with Local 787. This is not to be construed to prevent a member securing employment outside of the trade.

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

ARTICLE 6: EMPLOYEE

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

- Working Foreman
- Journeyman Mechanic
- Apprentice
- Maintenance Mechanic
- Gas Fitter
- Student

These categories or classes are defined as follows:

6:02 WORKING FOREMAN - The determination of the number of working Foreman, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all the dispatching and assignment of duties.

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 is indentured for a minimum period to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade as required by the Ontario College of Trades Apprenticeship Act (O.C.T.A.A.). The Apprentice will attend all courses of study as required by the O.C.T.A.A. and by the J.T.A.C.

All Apprentices working under this Collective Agreement must be indentured to the

"Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

The employer shall be permitted a ratio of Journeyman / Apprentice as per the Ontario College of Trades Apprenticeship Act as amended.

6:05 MAINTENANCE MECHANIC - Must be qualified to perform and shall be allowed to perform the work listed in Appendix "C".

6:06 GAS FITTER – Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

6:06 STUDENT - For the purpose of this Collective 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 the 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 wishing to hire a student must employ the maximum number of Apprentices as allowed by the ratio stated in Article 6:04 before hiring a student.
- (b) Notwithstanding the foregoing, the Employer shall not 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 from the UA Local 787 Union Office prior to starting work.

ARTICLE 7: RESPONSIBILITY OF EMPLOYEES

For the purpose of establishing a minimum responsibility, employees will be described in four (4) categories:

Working Foreman
Journeyman Mechanic
Apprentice (Student)
Maintenance Mechanic
Gas Fitter

7:01 GENERAL - The Employee shall:

- (a) Assume his/her position with the Employer according to his/her qualifications in the

industry and shall accept the following as the minimum requirements and terms of employment, but shall not be limited to them or relieved of further responsibility delegated by the Employer.

- (b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.
- (c) While in the possession of the Employer's tools, equipment, materials, vehicles or other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.
- (d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and 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 the Employer, make every effort, according to his/her 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/her 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 as amended from time to time.
- (g) The Employer's vehicle is restricted to use on Employer's business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, afterhours service as per Article 11:07, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.

7:02 WORKING FOREMAN - Shall be capable of instructing Journeymen and Apprentices in the actual repair work from instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the 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/her control he/she shall immediately advise the Employer.

- (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 leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Journeyman Mechanic shall clean up the work area 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 direction of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

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

7:05 MAINTENANCE MECHANIC - Under the terms of this Collective Agreement, there shall be the following categories or classes of Maintenance Mechanics:

1. Junior Maintenance Mechanic
2. Maintenance Mechanic

These categories or classes are defined as:

JUNIOR MAINTENANCE MECHANIC - A person employed for maintenance and has had no formal training by the Employer, and will receive the starting rate, as shown in Article 14, until he/she is qualified.

MAINTENANCE MECHANIC - A person employed for maintenance and has received training as the Employer deems necessary.

7:06 GAS FITTER - Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

ARTICLE 8: RESPONSIBILITY OF EMPLOYER

8:01 An Employer shall attempt to keep an indentured Apprentice active in his/her relative training until completion of the Apprenticeship. Should the Employer find it necessary to lay off an Apprentice, that Apprentice or an Apprentice with the same years of experience shall be recalled or hired when work requiring that same level of experience 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. The Union has the right to not issue a referral slip

for a new Apprentice if the Employer intends to assign the same or similar work to a lower level Apprentice.

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 Local 787 Administration Office and the employee shall sign an appropriate form as proof that he/she has received a copy of the Employer's Company Policy. The Company 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 Collective Agreement or any other applicable legislation.

Revision of Company Policy must be deposited on file at the Local 787 Administration 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 or other workers referred to the Employer by the Union all of the work described in Appendix "A" and "C", attached hereto and forming part of this Collective Agreement.
- (b) Employers will not sublet refrigeration or air conditioning work to non-union contractors.

8:04 The Employer will maintain Company vehicles in proper mechanical and safe condition. If a dispute arises, concerning the proper mechanical and safe condition of the vehicle, a properly licensed vehicle mechanic shall be the governing body.

- (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 Extinguisher and Safety Flares.
- (b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).

8:05 The Employer shall provide 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 the employee involved.

8:06 The Employer shall comply with the regulations under the Occupational Health and Safety Act as amended from time to time, on all jobs where Union members are employed.

8:07 The Employer shall 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 materials in

which case the employee shall be provided with a cash floater if he/she 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 STEWARD

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/she is working and no discrimination shall be shown against the Steward for carrying out his/her Union duties. The Steward shall not be laid off, transferred or discharged by reason of executing his/her Union duties and responsibilities as a Steward. To be eligible for appointment as a Steward, the employee must have been in the employ of the Company for 12 consecutive months immediately prior to the appointment.

9:02 The Steward shall assist in adjusting differences which may arise out of the interpretation, application or alleged violation of this Collective Agreement subject to the provisions as laid out in the grievance procedure in Article 27.

The Steward shall be paid his/her regular rate of pay when executing his/her duties and responsibilities under this provision of the Collective Agreement, and only while the duties are within the Company premises or at a mutually agreed upon alternate location.

ARTICLE 10: UNION REPRESENTATIVE

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

10:02 An official representative of the Union when entering a work area shall when practicable, advise the Superintendent or the Employer of the visit and at no time shall the official representative 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 Foreperson, 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 WORK

11:01 The hours of work shall be eight (8) consecutive hours per day not including time for lunch, between 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 40 hours. The starting time, within the 7:30 a.m. to 9:00 a.m. period shall be established by the Employer in accordance with area or Employer's practice. Changes to the established starting time are the responsibility of the Employer. The Employer wishing to revise the established starting time shall provide seven (7) days notice to

the employees and the Union.

In order to accommodate specific situations, the employer, the employee and the Union may agree to vary the standard hours of work. Any changes to the hours of work shall be submitted to the Union on the "Change of Hours" form in Appendix E not less than 7 days prior to the change in hours. The Local Union shall have sole discretion whether or not to allow a change to the standard work hours. The Union and the Employer shall have the right to revert back to the standard hours of work set out in the agreement upon providing the parties 7 days prior notice.

11:02 An Employer shall give an employee a period of at least eight hours free from the performance of work between shifts unless the total time worked on a successive shift does not exceed 13 hours or unless the Employer and the Union agree otherwise.

11:03 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop or branch office.

11.04 Employees will be on the job within the work zone by the established starting time. Employees traveling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by the established starting time and established quitting time.

11.05 Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements and job skills, it is expected that within the shop unit there exists the opportunity to equitably distribute work amongst the employees.

11:06 STAND-BY - It is recognized by both parties to this Collective Agreement that the industry has a responsibility to provide emergency service to its customers outside the established working hours. All companies will provide their employees with a policy that deals with excessive hours while on-call.

11:07 Employees who have been requested by the Employer to provide such service, and agree to do so, will be required to be available to accept calls outside the established working hours, and, as compensation for the inconvenience incurred, will be paid stand-by pay, as outlined in 11:08, in addition to actual time responding to a call at the job site (3 hour minimum) at prevailing rates on the first call only per day. This emergency work will be offered on an equal basis to all qualified Journeymen mechanics available in the service of the Employer.

11:08 When an employee is requested by the Employer to stand-by and be available to respond to emergency service calls outside of scheduled hours or work, the employee shall be paid the following:

Monday - 1/2 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Tuesday - 1/2 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Wednesday - 1/2 hour at the employee's straight time rate plus actual time responding

to a call at the prevailing overtime rate.

Thursday - 1/2 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Friday - 1/2 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Saturday - 1 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Sunday - 1 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

Statutory Holidays - 2 hours at the employee's straight time rate plus actual time responding to a call at double time.

11:09 SHOW UP PAY - Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hour wages (including vacation pay and all other financial benefits provided for in this Collective Agreement) and the employee must take work available. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issued.

11:10 BEREAVEMENT LEAVE - In the event of a death in the employee's immediate family, ie: the employee's parents, grandparents, children, brothers, sisters, or the spouse, the Employer will grant the employee up to five (5) days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service.

In the event of a death in the employee's other family members, i.e., the employee's spouse's parents, grandparents, brothers or sisters, the Employer will grant the employee up to five (5) days leave of absence three (3) days 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.

11:11 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 the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$75.00 per day and by the Union at \$75.00 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. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issues.

ARTICLE 12: OVERTIME

12:01 All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday and Sunday shall be paid for at time and one half or as provided for by the Provincial Law whichever is greater. All time worked on Statutory Holidays recognized in Article 12:02 shall be paid for at double time.

12:02 STATUTORY HOLIDAYS - Recognized Statutory Holidays are New Year's Day, Family Day, 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.

12:03 SHIFT WORK - On repair work where it is necessary for an employee to work a night shift instead of a day shift or both night and day shifts, the employee shall be paid a 15% shift premium. Shift rates apply only to a shift or shifts starting after Sunday midnight and finishing Friday midnight.

If overtime is required during shift work, 12:06, the 15% premium is to be added to the base rate before calculating the overtime premium.

For Temporary Shift conditions, refer to Article 11:01 for the accommodation of specific situations.

12:04 PERMANENT SHIFT WORK CONDITIONS - For plants, complexes and/or projects, a shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those employees employed on permanent shift will be published, showing shift rotation and the working shift and the days off for each employee, for a period of at least three (3) months.

12:05 The shift rate premium for the second shift shall not be less than 10% of the first shift rate and the shift rate premium for the third shift shall not be less than 15% of the first shift rate.

12:06 The standard work day under permanent shift working conditions shall be eight (8) hours of continuous employment, including one half (1/2) hour paid lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled off days shall be paid for at a rate not to be less than time and one half.

12:07 If any employee reports late for work, no overtime will be paid until a full day or shift has been completed from time of reporting. An employee is not late if he/she is asked to report after the established starting time.

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

13:01 Any employee not supplied with transportation by the Employer and therefore uses his/her own vehicle shall receive sixty (60) cents per km or seventy (70) cents per km when transporting or towing a welding machine, for the use of his/her 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/her own vehicle on a call or one day basis, the employee will be paid the mileage rate as above or \$35.00 per day or per call (when

not transporting or towing a welding machine) or \$40.00 per day or per call when transporting or towing a welding machine whichever is the greater amount.

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

13:02 Travel expenses are to be paid at the same time as wages are paid.

13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his/her vehicle at business rates if vehicle is used on Employer's business and that he/she will file a copy of the policy endorsement with the Employer.

13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.

13:05 All employees sent out of the work zone 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.

13:06 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.

13:07 If an employee is requested to use his/her vehicle for a job outside the work zone, any travelling involved during the course of the job or jobs, including return trips as outlined in Article 13:08 will be done in the employee's vehicle at the rate as outlined in Article 13:01.

13:08 During the course of a job where the employee does not return to his/her normal residence daily the employee will be entitled to return home on the following basis:

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

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/she will receive transportation costs as outlined in Article 13:05 but will not receive payment for travelling time. Travel arrangements will be controlled by the Employer.

13:09 When on jobs out of the work zone over five (5) days duration, all employees shall be allowed one personal phone call with a ten (10) minutes limit, per day paid by the Employer.

13:10 Employees will not be expected to use their own money or any other form of payment for expenses incurred on behalf of the Employer.

13:11 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 13:01.

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 Collective Agreement. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.

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

14:03 (a) Local 787 reserves the right to redirect the allocations to Benefits Trust Fund, Pension Trust Fund and J.T.A.C. from the Total Wage Package as required, upon due notice to the Employer.

(b) The following charts show the basic hourly rates and total wage package which will apply from May 1st, 2016 to April 30th, 2019 for all Local 787 Journeyperson members and UA members of other Locals working on a Travel Card in Local 787.

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE

May 1, 2016

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$47.31	\$4.73	\$10.03	\$62.07	\$0.30
2	46.70	4.67	10.03	61.40	0.30
3	46.03	4.60	10.03	60.66	0.30
4	45.40	4.54	10.03	59.97	0.30

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE

MAY 1, 2017

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	48.29	4.83	10.04	63.16	\$0.30
2	47.67	4.77	10.04	62.48	0.30
3	46.99	4.70	10.04	61.73	0.30
4	46.35	4.64	10.04	61.03	0.30

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE

MAY 1, 2018

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	49.30	4.93	10.05	64.28	\$0.30
2	48.66	4.87	10.05	63.58	0.30
3	47.97	4.80	10.05	62.82	0.30
4	47.32	4.73	10.05	62.10	0.30

14:04 Apprentice Rates

- (a) Apprentice basic hourly rates and total wage package for this Collective Agreement are based on the following charts:

APPRENTICE TOTAL WAGE PACKAGE

May 1, 2016

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	17.85	1.79	6.03	25.67	\$0.30
Term 2	22.85	2.29	6.53	31.67	\$0.30
Term 3	28.35	2.84	6.53	37.72	\$0.30
Term 4	33.94	3.39	6.53	43.86	\$0.30
Term 5	39.44	3.94	6.53	49.91	\$0.30
Zone 2					
Term 1	17.57	1.76	6.03	25.36	\$0.30
Term 2	22.55	2.26	6.53	31.34	\$0.30
Term 3	28.09	2.81	6.53	37.43	\$0.30
Term 4	33.50	3.35	6.53	43.38	\$0.30
Term 5	38.93	3.89	6.53	49.35	\$0.30
Zone 3					
Term 1	17.31	1.73	6.03	25.07	\$0.30
Term 2	22.24	2.22	6.53	30.99	\$0.30
Term 3	27.58	2.76	6.53	36.87	\$0.30
Term 4	33.04	3.30	6.53	42.87	\$0.30
Term 5	38.47	3.85	6.53	48.85	\$0.30
Zone 4					
Term 1	17.06	1.71	6.03	24.80	\$0.30
Term 2	21.91	2.19	6.53	30.63	\$0.30
Term 3	27.25	2.73	6.53	36.51	\$0.30
Term 4	32.62	3.26	6.53	42.41	\$0.30
Term 5	37.91	3.79	6.53	48.23	\$0.30

APPRENTICE TOTAL WAGE PACKAGE

May 1, 2017

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.25	1.83	6.04	26.12	\$0.30
Term 2	23.35	2.34	6.54	32.23	\$0.30
Term 3	28.95	2.90	6.54	38.39	\$0.30
Term 4	34.64	3.46	6.54	44.64	\$0.30
Term 5	40.24	4.02	6.54	50.80	\$0.30
Zone 2					
Term 1	17.97	1.80	6.04	25.81	\$0.30
Term 2	23.05	2.31	6.54	31.90	\$0.30
Term 3	28.68	2.87	6.54	38.09	\$0.30
Term 4	34.19	3.42	6.54	44.15	\$0.30
Term 5	39.72	3.97	6.54	50.23	\$0.30
Zone 3					
Term 1	17.71	1.77	6.04	25.52	\$0.30
Term 2	22.74	2.27	6.54	31.55	\$0.30
Term 3	28.16	2.82	6.54	37.52	\$0.30
Term 4	33.72	3.37	6.54	43.63	\$0.30
Term 5	39.25	3.93	6.54	49.72	\$0.30
Zone 4					
Term 1	17.45	1.75	6.04	25.24	\$0.30
Term 2	22.40	2.24	6.54	31.18	\$0.30
Term 3	27.83	2.78	6.54	37.15	\$0.30
Term 4	33.29	3.33	6.54	43.16	\$0.30
Term 5	38.67	3.87	6.54	49.08	\$0.30

APPRENTICE TOTAL WAGE PACKAGE

May 1, 2018

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	18.66	1.87	6.05	26.58	\$0.30
Term 2	23.86	2.39	6.55	32.80	0.30
Term 3	29.56	2.96	6.55	39.07	0.30
Term 4	35.35	3.54	6.55	45.44	0.30
Term 5	41.05	4.11	6.55	51.71	0.30
Zone 2					
Term 1	18.38	1.84	6.05	26.27	\$0.30
Term 2	23.55	2.36	6.55	32.46	0.30
Term 3	29.28	2.93	6.55	38.76	0.30
Term 4	34.89	3.49	6.55	44.93	0.30
Term 5	40.52	4.05	6.55	51.12	0.30
Zone 3					
Term 1	18.12	1.81	6.05	25.98	\$0.30
Term 2	23.25	2.33	6.55	32.13	0.30
Term 3	28.75	2.88	6.55	38.18	0.30
Term 4	34.42	3.44	6.55	44.41	0.30
Term 5	40.04	4.00	6.55	50.59	0.30
Zone 4					
Term 1	17.85	1.79	6.05	25.69	\$0.30
Term 2	22.90	2.29	6.55	31.74	0.30
Term 3	28.42	2.84	6.55	37.81	0.30
Term 4	33.97	3.40	6.55	43.92	0.30
Term 5	39.45	3.95	6.55	49.95	0.30

14:05 MAINTENANCE MECHANIC TOTAL WAGE PACKAGE

May 1, 2016

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
All Zones					
Junior M.M.	17.85	1.79	6.03	25.67	\$0.30
M.M.	22.85	2.29	6.53	31.67	\$0.30

May 1, 2017

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
All Zones					
Junior M.M.	18.25	1.83	6.04	26.12	\$0.30
M.M.	23.35	2.34	6.54	32.23	\$0.30

May 1, 2018

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
All Zones					
Junior M.M.	18.66	1.87	6.05	26.58	\$0.30
M.M.	23.86	2.39	6.55	32.80	0.30

- (b) Advancement in Apprentice rates will be by Referral Slip from the Local 787 Administration Office only. A referral slip will be issued when the Apprentice has met his/her 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.
- (c) Apprentices, upon completion of their Apprenticeship, will advance to the Journeyman's basic rate.

14:06 STUDENT - Basic hourly rate will be the same as laid down for a first year Apprentice including Vacation Pay/Statutory Holiday Pay and contributions to the Benefit Plan.

14:07 WORKING FOREMAN - The basic hourly rate of a Working Foreperson shall be the basic Journeymen rate plus 10%.

14:08 PAY DAY - The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end of his/her shift on Thursday or deposited in his/her branch of a Chartered Bank or Trust Company by Friday. If by cash, before the end of his/her shift on Friday. Direct deposit by Thursday mornings.

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.

14:09 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 the Employer's representative.

14:10 BANKING OF HOURS - When an Employer chooses to allow the banking of hours, a policy will be developed which addresses such items as vacation time, CRA restrictions, Employer's year end, rate changes, terminations and layoffs, which does not contravene the Collective Agreement. Other issues may be added to this policy that may be appropriate to each Employer.

ARTICLE 15: VACATION PAY AND STATUTORY HOLIDAY PAY

15:01 Vacation Pay 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 Collective Agreement, 6% shall be regarded as Vacation Pay and 4% shall be regarded as Statutory Holiday Pay.

15:02 Vacation Pay and Statutory Holiday Pay will be paid every month to the "Vacation Pay 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 Pay and Statutory Holiday Pay may be calculated to the end of the last pay period of the month.

15:03 Vacation Pay and Statutory Holiday Pay shall be recorded weekly. Income tax on Vacation Pay 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 Pay and Statutory Holiday Pay.

15:04 Vacation periods will occur preferably between June, July or August. 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.

15:06 It is the intent of this Collective Agreement that the employee shall be permitted to take three (3) weeks vacation annually, one (1) week if requested by the employee must be permitted during the recognized period as per Article 15:04. If it is impractical, owing to the pressure of work to permit the remaining two (2) weeks during the recognized period, then an alternative period shall be mutually agreed upon between the affected employee and the Employer. Any time spent for training approved by the employer will not be

considered vacation time.

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen and Apprentices. Journeymen training shall also 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 Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund Agreement."

16:03 The Joint Training and Apprenticeship Committee will develop and implement strategies to inform designated group members under the Employment Equity Act of opportunities for employment as an Apprentice under this Collective Agreement and ensure that there are no barriers to applicants.

16:04 All prospective Apprentices must be approved by the Apprentice intake Committee.

16:05 To enable the Joint Training and Apprenticeship Committee to fulfill its obligations as related above, the Union and O.R.A.C. allocate to it the necessary sum of money as outlined in Article 17:01.

ARTICLE 17: REFRIGERATION WORKERS LOCAL 787 - O.R.A.C. TRAINING FUND

17.01 The parties mutually agree that the funding for the JTAC is \$0.50 per hour earned by each employee.

17:02 The funding, will be deemed to have been funded \$0.25 per hour earned by the employee and \$0.25 earned by the employer.

ARTICLE 18: INDUSTRY FUND

18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.18 (cents) for each hour earned by each employee effective May 1 2016, an additional \$0.01 (cent) per hour earned effective May 1, 2017, an additional \$0.01 (cent) per hour earned effective May 1, 2018. 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 Collective 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 Article 18:01 will be made as outlined in Article 21:00.

ARTICLE 19: BENEFITS AND PENSION TRUST FUNDS

19:01 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned effective May 1, 2016 and \$3.35 for each hour earned effective May 1, 2017 and \$3.35 for each hour earned effective May 1, 2018 to be administered by Trustees elected by Local 787.

19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each Apprentice terms 2 thru 5 in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices) and \$6.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787

19:03 Notwithstanding the provisions of Section 25(5) of the Work Place Safety and Insurance Act, 1997, each Employer throughout the first year after a work related injury to an employee shall make contributions on behalf of the injured employee to the UA Local 787 Benefit Plan for Health benefits and Pension benefits at the amounts specified in Articles 19:01 and 19:02 respectively based on the work week as outlined in Article 11:01 of this Collective Agreement when the employee is absent from work because of a work related injury.

19:04 Each Employer bound by this Collective Agreement shall submit \$0.01 for each hour earned by each employee to the De Novo Treatment Centre. This contribution for the term of this Collective Agreement will be added to the Industry Fund. This contribution will then be deducted by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre,

UA Local 787 shall also contribute, on behalf of each employee, \$0.01 for each hour earned by each employee. This contribution is to be deducted from Field Dues by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

19:05 Contributions as specified in Articles 19:01, 19:02, 19:03 and 19:04 will be made as outlined in Article 21:00.

ARTICLE 20: UNION DUES CHECK-OFF AND RRSP DEDUCTIONS

20:01 The Employer shall deduct from the employee's 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 month's dues which is calculated on twice (2x) the employee's basic hourly rate that he/she is being paid prior to the Vacation Pay and Statutory Holiday Pay calculation.

The Employer shall also deduct Union Field Dues of \$0.30 for all hours earned from each employee's weekly wages.

20:02 Each Employer shall deduct from each employee's weekly pay cheque voluntary RRSP deductions as requested by the employee by written authorization. The hourly deduction will be made from the employee's pre-tax 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 Local 787 Administration Office. The same basic information is required for the J.T.A.C., Industry Fund, Benefits Trust Fund, Pension Trust Fund, Vacation Pay and Statutory Holiday Pay Trust Fund, Union Dues Check-Off, Union Field Dues and RRSP 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 Vacation and Statutory Holiday Pay earned by each employee must be reported in the appropriate space.

Effective May 1, 2016, a combined contribution rate of \$10.03 for Journeymen, \$6.03 for first term Apprentices and \$6.53 for apprentices term 2 through term 5 and will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01.

Effective May 1, 2017 contributions rate increases to \$10.04 for Journeymen, \$6.04 for first term Apprentices and \$6.54 for Apprentices terms 2 through terms 5.

Effective May 1, 2018 contributions rate increases to \$10.05 for Journeymen, \$6.05 for first term Apprentices and \$6.55 for Apprentices terms 2 through terms 5.

Union Dues, Union Field Dues deductions, and R.R.S.P. deductions from 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 Local 787 Benefit Plan, shall be sent to:

E.B.P.S.
45 McIntosh Drive
Markham, Ontario
L3R 8C7

21:03 The report forms and cheque must reach the Local 787 Administration Office 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, the Employer 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 \$1,000.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

Considerations for interruptions in postal delivery will be given provided the Employer contacts

the Local 787 Administration Office 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 \$1,000.00 to cover legal and/or administration costs.

The Local 787 Administration Office 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 Local 787 Administration Office, the Union may withdraw its members from that Employer only. This action will not be considered an illegal strike.

ARTICLE 22: OWNER OPERATOR

22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective 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 Collective Agreement, it is agreed that:
 - (i) He/she shall be a member of the Union in good standing;
 - (ii) He/she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof;
 - (iii) Contributions to the Refrigeration Workers Local 787 - O.R.A.C. Training Fund, Benefits 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 Collective Agreement and schedules thereto.

ARTICLE 23: COFFEE BREAK

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

ARTICLE 24: PICKET LINES

24:01 Employees may honor 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 Collective 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, LAY OFF AND TERMINATION

25:01 It shall be the responsibility of the Employer or his/her hiring agent to verify that Journeypersons are in possession of an Ontario Certificate of Qualification, and that a registered Apprentice make the necessary arrangements to have his/her indenture papers transferred to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" (J.T.A.C.).

Non indentured employees 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/she will be expected to conform (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, travel card, probationary or permit member and the month to which the worker's 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 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

This temporary lay off period may be increased to 35 weeks provided the Employer continues to make Health and Welfare and Pension contributions on behalf of the employee based upon the work week outlined in Article 11:01.

25:05 (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 week's notice in writing to the employee if his/her period of employment is less than one year;
- (2) two weeks notice in writing to the employee if his/her period of employment is one year or more but less than three years;
- (3) three weeks notice in writing to the employee if his/her period of employment is three years or more but less than four years;
- (4) four weeks notice in writing to the employee if his/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/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/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/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/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/her regular weeks wages, Vacation Pay/Statutory Holiday 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, the Employer shall pay the employee his/her regular wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in Article 11:01.
- (d) In circumstances where an employee is unable to return all the Employer's property to the Employer's place of business prior to the end of his/her regular scheduled shift, the employee shall be paid his/her regular wages, Vacation Pay/Statutory Holiday 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 Article 25:05(d).
- (f) If an employee wishes to terminate his/her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.
- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance, and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27.03.
- (i) The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 QUARANTINE CLAUSE

Where by virtue of conducting the business of the Employer an Employee is exposed to anything that requires the Employee, by order of the Public Health Authority to go into quarantine, the Employer shall pay to the Employee his regular wages for the period between the time that the quarantine commences and the time that the Employee is entitled to receive any statutory and or contractual benefits up to a maximum of five (5) working days.

ARTICLE 26: TOOLS AND UNIFORMS

26:01 (a) The Employer shall supply:

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

(b) If the Employer requires electronic devices such as pagers, cell phones, wireless devices, notebooks etc., the Employer will be responsible for the costs of supply, operation and maintenance of same. The employee will maintain this equipment as directed by the Employer and take all reasonable steps to ensure the equipment is secure at all times.

26:02 Each Journeyman and Apprentice after completion of his/her 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 Article 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. This list shall be itemized and completely priced by item. It shall be the responsibility of the employee to keep this list up to date, and as a minimum, must be done annually. When this list has been reviewed and accepted by the Employer as to items and value, and the Employer accepts liability for replacement as outlined in Article 26.09.

26:04 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.

26:05 The Employer agrees to supply non durable items used on Employer's work, i.e.: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.

26:06 Uniforms (where mandated by the employer) 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 annual requirement of an Employer supplied uniform:

- 8 Shirts
- 5 Pants
- 1 Jacket (service)
- 1 Coverall
- 1 set insulated coveralls every 2 years where required

by the employee's working conditions.

In addition, the employer will supply, every 2 years, a Parka or a Bomber Jacket.

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

26:07 Safety boots meeting O.H.S.A. standards must be worn by the Employee and shall be provided or reimbursed for as required by the Employee at no cost to the Employee up to a maximum of \$175.00 plus applicable taxes per purchase.

26:08 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer, in the event there is not a documented list as required in Article 26:03 the Employer will only replace tools up to \$1000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: GRIEVANCE PROCEDURE

27:01 Notwithstanding any provision contained in this Collective Agreement, any employee who feels that he/she has been unjustly dismissed, unjustly laid off, unjustly suspended or unjustly dealt with in violation of this Collective 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 Collective Agreement, including any question as to whether a matter is arbitrable or where any allegation is made that this Collective 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/her department take the matter directly to the Working Foreman.
- Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by the employee 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.
- Fourth: If a settlement is not reached with the Employer, all grievances, except those setout in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This

procedure must be done prior to advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article 28:01.

Industry Committee: This is a committee of four, comprised of two O.R.A.C. appointees and two Local 787 appointees. Their purpose is to provide an industry perspective to a grievance with the intent of reasonable settlement without going to the Ontario Labour Relations Board.

27:03 Grievances regarding delinquency of wages, fringes, pension and welfare will be referred to the Ontario Labour Relations Board through Section 133 of the Labour Relations Act, 1995.

ARTICLE 28: ARBITRATION

28:01 Both parties to this Collective Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Collective 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 Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective 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 Collective Agreement. Neither the Union nor any of the employees covered by this Collective 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 lock-out any of the employees covered by this Collective 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 Collective 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.

ARTICLE 31: DURATION OF COLLECTIVE AGREEMENT

31:01 This Collective Agreement shall remain in force until April 30th, 2019 and shall remain in force from year to year thereafter unless either party to this Collective 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 Collective Agreement or seek amendments to same.

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

31:03 In respect to this Collective 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 O.R.A.C. will convene a meeting for the purpose of appraising the effectiveness of this Collective Agreement. The parties (2 members from each) to this agreement will meet on a quarterly basis to discuss Industry concerns i.e. manpower, competitive pressures and any other issues that may be of concern to the industry.

If any Article or provision of this Collective Agreement shall be declared ineffective or undesirable, by mutual consent, the Union and O.R.A.C. will suspend, substitute, delete or amend any such Article or provision of this Collective Agreement to maintain the effectiveness and intent of this Collective Agreement.

The parties (2 members from each) to this agreement will meet on a quarterly basis to discuss Industry concerns i.e. manpower, competitive pressures and any other issues that may be of concern to the industry.

31:04 Notices: All notices required to be sent to the Union pursuant to this Agreement shall be effectively given when mailed to:

UA Local 787 Administration Office
419 Deerhurst Drive
Brampton Ontario
L6T 5K3

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
133 Milani Blvd., Unit 5
Vaughan, ON L4H 0R9

ARTICLE 32: SAVINGS CLAUSE

32:01 This Collective Agreement will be no less favourable to O.R.A.C. Employers per Appendix "D" than any other Collective Agreement signed by Local 787 with any other Employer or Association.

32:02 If any Article or provision of this Collective Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any Provincial Government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place an article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the Article or provision in question.

32:03 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2016.

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

**Ontario Refrigeration and Air
Conditioning Contractors
Association**

Andrew Tarr

Phil Taggart

Ian Frost

David Steele

Tony Panetta

Gregg Little

William Papageorgiou

David Sinclair

Marc Nicholas

Tony Mammoliti

APPENDIX "A"**JURISDICTION**

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

Service includes all work in Air Conditioning and Refrigeration after initial installation and may include:

- (a) The service, repair and maintenance of all controls, all piping and components used for primary and secondary refrigeration and cooling systems and setting, hanging and installation of all units and fixtures for air conditioning systems, combination heat/cool units, heat pumps, ice making equipment, humidifying units, dehumidifying units, refrigeration units and cooling units and charging, testing and start up of all such equipment and systems.
- (b) The service, repair and maintenance of all holes, chases, channels, bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, tubing raceways used in connections with the refrigeration and air conditioning industry.
- (c) The service, repair and maintenance of all gas and arc weld, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration and air conditioning industry.
- (d) The service, repair and maintenance of all pipe work of every description relating to (a) by whatever mode or method.
- (e) The service, repair and maintenance of all methods of stress relieving of all pipe joints made by every mode or method in the refrigeration and air conditioning industry.
- (f) The service, repair and maintenance of all tanks used in the refrigeration and air conditioning industry.
- (g) The service, repair and maintenance, handling and using of all tools and equipment that may be necessary for all work and materials used in the refrigeration and air conditioning industry.
- (h) The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerants.
- (i) The service, repair and maintenance of all controls, all piping for cataracts, cascades (i.e.: artificial water falls), make-up water fountains, captured waters, water towers, and spray ponds used for industrial manufacturing, commercial or of any other purposes in the refrigeration and air conditioning industry.
- (j) Piping herein specified means pipe made from metals, tiles, glass, rubber, plastic or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.

- (k) The service, repair and maintenance of all equipment supplied by the refrigeration and air conditioning industry.
- (l) The service, repair and maintenance of all controls of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled display cases and cabinets used for display and storage of all items or products requiring a temperature controlled environment.
- (m) The service, repair and maintenance of all piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils etc. of every description.

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 signed original 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 areas east of the line running north from Lake Ontario and making the eastern boundary of Zone 1.
- (c) that area south of a straight drawn from Nottawasaga Bay through the northern limits of the town of Elmvalle 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.

APPENDIX "C"

All routine maintenance and inspection regardless of size of location of the mechanical equipment being inspected or maintained, where this work is done as a periodic routine service inspection maintenance procedure by the Employer, limited to:

- (a) Filter changing and maintenance thereof.
- (b) All oil and greasing.
- (c) All belt adjusting or replacement.
- (d) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.
- (e) General housekeeping.
- (f) Delivery of parts and equipment.
- (g) In an area where a problem exists with non-union competition, the assignment of Maintenance Mechanics duties may be adjusted to meet local conditions in agreement with the Local Union Business Manager.
- (h) Cleaning, repairing and routine maintenance of solar energy equipment.
- (i) Helper for service and maintenance Journeymen and Apprentices, as long as the Apprentices are fully employed.

APPENDIX "D"

List of Employers

1430986 Ontario Corp.
2512405 Ontario Limited O/A
398362 Ontario Ltd.
T/A Etobicoke Sheet Metal
462289 Ontario Ltd.
946766 Ontario Ltd.
Absolute Alliance HVAC Solutions
ACR Mechanical Ltd.
Adaptive Climates Inc.
Advantage Airtech Ltd.
AIM Industrial Inc.
Ainsworth Inc.
Air Source Mechanical Inc.
Air Spectrum Ltd.
Air Treatment Heating & Cooling
Air Zone Mechanical Ltd.
Airco Ltd.
Airtime Canada ULC o/a 21 Degrees Heating & Air Conditioning
Alliance Engineering & Construction Ltd.
Ambient Mechanical Ltd.
Applied Systems Technologies Inc.
Art Blake Refrigeration Ltd.
Austech Mechanical Inc.
B I C Mechanical Ltd.
B Lundy Mechanical Ltd.
Beebe Mechanical Systems Ltd.
Berg Service Inc.
Bering Mechanical Ltd.
BKA Mechanical Inc.
Black & McDonald Ltd.
Bogar-Paterson Ltd.
Bosanac Heating & Electric Ltd.
Boydaire Ltd.
Breau Air Inc.
Brookfield Global Integrated Sol.
Broom's Mech Contracting Ltd.
Bruce Power
BSG Services Inc.
Buhler Mechanical Service
C & L Industrial Refrigeration Inc.
C&C Enterprises

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Carmichael Engineering Ltd.
Carrier Canada Ltd.
Carrier Commercial Service
Cascade Mechanical Services Ltd.
Chad Air Systems
Cimco Refrigeration
Cimco Shop
Circa Refrigeration Inc.
Classic HVAC Systems Inc.
Climate Control
Climatech Inc.
Cloud 9 HVAC Services
Clow Darling Ltd.
Combustion Techs
Complete Comfort Heating & Air Conditioning
Conestogo Mechanical Inc.
Consistent Cooling Inc.
Continental Air Systems Inc.
Contrast Heating & Air Conditioning Ltd.
Cool Check Air Conditioning Ltd.
Coolbreeze Service Ltd.
Coolmark Mechanical Ltd
Coral Engineering Ltd.
Core One Mechanical Group Ltd.
Cornerstone Trade Mechanical Services Inc.
Cyber Air Systems Inc.
D and D Heating & Cooling
Daikin Applied Canada Inc.
DCS Innovated HVAC-R Solutions Inc.
Demand Air Systems
Dilfo HVAC
Display Fixtures
Donair Air Conditioning & Heating Service Ltd.
Drennan Refrigeration Inc.
Dunlis Mechanical Services Ltd.
E.A. Company Ltd.
E S Fox Ltd.
Edge Mechanical Inc.
EnerCare Home & Commercial Services
ENGIE MultiTech Ltd.
Environmental Systems Corporation
Etobicoke Mechanical Company
Extendicare (Canada) Inc.
Fahrhall Mechanical Contractors Ltd.
FL Mechanical
G D R Mechanical Inc.
G.A. Enns Industrial Refrigeration Ltd.
Garnett HVAC Solutions Inc.

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Gateway Mechanical Services Inc.
General Air Systems Inc.
Gordon Wright Electric Ltd.
GPA Factory Service Inc.
Grayco Air
Graywood Electric (Automated Logic)
H.V.A.C. Consultants Inc.
Harvey Refrigeration Ltd.
HCD Services Inc.
HECO
Hepta Control Systems Inc.
Highland Refrigeration Services Ltd.
HK Construction Services
Honeywell Ltd.
Hubbard Mechanical Inc.
HVAC Dimensions Ltd.
In Spec Systems
Industrial Refrigerated Systems Inc.
Ingenuity Building Efficiency Technologies Ltd.
Irvcon Ltd.
Isotherm Engineering Ltd.
ISS Facility Services
J Melvin & Associates Ltd.
J. F. Mechanical Air Systems Inc.
J.L Refrigeration Inc.
Jade Logic Building Tech. Inc.
Johnson Controls
Kawartha Mechanical Ltd.
Keith's Plumbing & Heating Inc.
Kelson Service Inc.
Kindred Mechanical Inc. Corp. No. 02541535
Lancaster Sheet Metal Ltd.
Laser Heating & Air Conditioning Inc.
Lekter Industrial Services Inc.
Lou's Heating Systems Inc.
MAS Mechanical Ltd.
M.T.I. Ltd.
MacKay Advanced Energies
Magtech Mechanical Systems Inc.
Major Air Systems Ltd.
Mapleridge Mechanical
Margell Mechanical Contractors Ltd.
Mayfair Systems
MDF Mechanical Ltd.
Mechanical Aire Services Ltd.
Meridian Mechanical Ltd.
Metal Air Mechanical Systems Ltd.

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Mike Witherell Mechanical Ltd.
Mitchell Refrigeration Ltd.
Modern Niagara
Mr. Furnace Huero/ Sure-Fix
MSB HVAC Services Ltd.
Myko Mechanical Ltd.
National Mechanical Air Ltd.
Neelands Group Limited
Nelco Mechanical Ltd.
New Found Air and HVAC Services
Nexus Mechanical Group Inc.
Niagara Mechanical Services Ltd.
Nortek Mechanical Services
Northern Air Environmental Tech Inc.
Nortown Air Systems
Oakwood Mechanical Systems Ltd.
One Source Mechanical Inc.
Ontario Air Systems Ltd.
Ontario Heating & Air Conditioning Ltd.
Ontario Power Generation
Onyx-HVAC Climate Control Services
Pamar Mechanical Ltd.
Parkaire Systems Inc.
Penn Refrigeration Ltd.
Perras Mechanical Services Ltd.
Plan Group
Pneumatemp Systems Ltd.
Polar Mechanical
Poleair Technical Inc.
Powerful Group of Companies Inc.
Pro-Tech Mechanical Services Ltd.
Pure Heating & Cooling
R & R Mechanical Group Inc.
R H A Environmental
R.E. Corner Refrigeration
Raytheon Canada Ltd.
Readair Mechanical Services Ltd.
RECom Compressor
Reliance Comfort Ltd. Partnership
Responsive Multi-Tech Services
Robcan Mechanical
Roberts Onsite Inc.
Romo Air Systems
Rosetown Central Refrigeration
S I G Mechanical Services Ltd.
Sensible Heating & Air Conditioning Ltd.
Sentry Air Systems

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Service Experts Heating & A/C Inc.
Servocraft Ltd.
Siemens Building Tech Ltd.
Smith & Long Mechanical Ltd.
Smith Quality Temp. Control Inc.
Snow's HVAC Services
Spectrum Mechanical (2009) Ltd.
Springbank Mechanical Systems
Standard Mechanical Systems Ltd.
Startek Building Solutions
Sundawn Integrated Services Inc.
Superior Air Systems Ltd.
Superior Boiler Works and Welding Ltd.
Superior Trade Services Ltd.
T & D Air Cond. Processes Inc.
T & M Mechanical Ltd.
T I D Associates
TAB Mechanical Inc.
Temp Air Control
Tempwise Design and Maintenance
The State Group Inc.
Thermal Mechanical Systems
Thermal Process Systems Inc.
Thermal Mechanical Air Systems Inc.
Thomas Lemmon & Sons (1973) Ltd.
Toronto District School Board
Touchstone Building Technologies Inc.
Trane Ottawa Division
Trane Service Agency (London)
Trane Toronto Division
Trans Air Mechanical Ltd.
Transcool Inc.
Tru Temp Mechanical
VCI Controls Inc.
Vollmer Inc.
W. A. C. Heating and Cooling
Weiss Service Associates Inc.
Westaire Air Conditioning & Htg Ltd.
Wintech Air Systems Inc.
XTRA Mechanical Ltd.
Zepher Mechanical

This is a list of active contractors as of the day of printing.
Please contact the Union office for an updated list.

Appendix "E"

Request for Change of Hours

Date: _____

To:	<u>UA Local 787</u>	Phone:	<u>905-790-1019</u>
Attention:	<u>Business Manager</u>	Fax:	<u>905-790-1022</u>
From:	_____	Phone:	_____
	_____	Fax:	_____
	_____	Email:	_____

Reason and Description for the change of standard hours of work:

Area/Zone: _____

Location: _____

Start Date: _____ Duration: _____

Employees affected by change:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For the Union

For the Employer

IN THE MATTER OF an Interest Arbitration
pursuant to section 150.4(7) of the *Labour Relations Act, 1995*

BETWEEN:

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND
PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 787**

(the "Union")

- and -

THE ONTARIO REFRIGERATION AND AIR CONDITIONING CONTRACTORS ASSOCIATION

("ORAC")

RE: RESIDENTIAL CONSTRUCTION COLLECTIVE AGREEMENT - 2016-19

Final Offer Selector/Arbitrator: M. G. Mitchnick

FOR THE UNION: Laurie Kent, Koskie Minsky LLP
John O'Grady, Consultant
Andrew Tarr, U.A. Local 787
Ian Frost, U.A. Local 787
Dan Delorme, U.A. Local 787

FOR THE EMPLOYER: Richard J. Charney, Norton Rose Fulbright Canada LLP
Rika Sawatsky, Norton Rose Fulbright Canada LLP
Kelly DeGurse, ORAC Residential Bargaining Chair

Rahim Shamji, Committee Member
Andrew Blom, Committee Member
Rob Little, Committee Member
Nicole Buchanan, Student-at-law

Heard in Toronto, Ontario on November 17 and December 10, 2016.

AWARD

This matter comes before me pursuant to the unique provisions of sections 150.1-4 of the Labour Relations Act, to complete the terms of the parties' 2016-19 collective agreement. The appointment from the Ministry itself was framed in the following simple terms:

Re: The Labour Relations Act, 1995 – Ontario Refrigeration and Air Conditioning Contractors Association and United Associated of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 787

Pursuant to the authority delegated to me under subsection 121(1) of the *Labour Relations Act, 1995* (the "Act"), I hereby appoint you to act as arbitrator in the above-noted matter pursuant to subsection 150.4 (7) of the Act.

There is considerable litigation background to this matter, and the history behind these special sections of the Act is succinctly set out in the recent Divisional Court decision between the parties, *ORACCA and UA, Local 787*, 2015 ONSC 1121, as follows:

[13] As can be seen from the Hansard Debates of April 25, 2000, November 3, 2004 and March 29, 2005, the GTA provisions were enacted to address the problem of rolling strikes that halted or interfered with residential construction in the GTA for several months in the late 1990s. The legislative purpose was to limit residential construction delays in the GTA. The legislature implemented a special bargaining regime for the residential construction industry exclusively in the GTA by which unions and employers operating in the GTA could resort to interest arbitration as an alternative to the economic threat of strike or lockout.

The said legislative provisions read:

150.1 (1) Sections 150.2, 150.3 and 150.4 apply only with respect to the geographic areas of jurisdiction of the following municipalities:

1. The City of Toronto.
2. The Regional Municipality of Halton.

3. The Regional Municipality of Peel.
4. The Regional Municipality of York.
5. The Regional Municipality of Durham.
6. The Corporation of the County of Simcoe.

(2) In sections 150.2, 150.3 and 150.4,

“residential work” means work performed in the residential sector of the construction industry.

150.2 (1) A collective agreement between an employer or employers’ organization and a trade union or council of trade unions that applies with respect to residential work shall be deemed to expire with respect to residential work on April 30, 2007 if,

(a) it is in effect on May 1, 2005, or it comes into effect after May 1, 2005 but before April 30, 2007; and

(b) it is to expire on a date other than April 30, 2007.

(2) A first collective agreement that applies with respect to residential work and comes into effect on or after April 30, 2007 shall be deemed to expire with respect to residential work on the next April 30, calculated triennially from April 30, 2007.

(3) Every collective agreement that is a renewal or replacement of a collective agreement to which subsection (1) or (2) applies, or of a collective agreement to which this subsection applies, shall be deemed to expire with respect to residential work on the next April 30, calculated triennially from April 30, 2010.

[...]

(7) Nothing in this section shall be interpreted to affect the validity of a collective agreement to which this section applies with respect to work other than residential work performed in the geographic areas described in subsection 150.1 (1).

150.3 (1) No individual represented by a trade union or council of trade unions that is seeking to renew or replace a collective agreement that expires on April 30 in a given year according to section 150.2 shall commence or continue a strike after June 15 of that year with respect to residential work.

(2) No trade union or council of trade unions that is seeking to renew or replace a collective agreement that expires on April 30 in a given year according to section 150.2 shall call or authorize a strike or the continuation of a strike after June 15 of that year with respect to residential work.

(3) No employer or employers' organization that is seeking to renew or replace a collective agreement that expires on April 30 in a given year according to section 150.2 shall commence or continue a lock-out after June 15 of that year with respect to residential work.

(4) No employer or employers' organization that is seeking to renew or replace a collective agreement that expires on April 30 in a given year according to section 150.2 shall call or authorize a lock-out or the continuation of a lock-out after June 15 of that year with respect to residential work.

150.4 (1) Subject to subsection (2), either party to negotiations for the renewal or replacement of a collective agreement that expires on April 30 in a given year according to section 150.2 may, by notice given in accordance with subsection (4), require that the matters in dispute between them be decided by arbitration.

[...]

(4) The notice shall be given in writing to the other party and to the Minister.

[...]

(7) Upon receiving a request under clause (5) (a), the Minister shall appoint an arbitrator.

And the companion Regulation 522/05 provides as well:

3. (1) The arbitrator has the exclusive jurisdiction to determine all matters that he or she considers necessary to conclude a new collective agreement, including whether a matter in dispute is a monetary item.

As the Union sets out in the opening to its Brief:

1.1 This Final Offer Selection and Arbitration applies to the renewal of the collective agreement between the Ontario Refrigeration and Air Conditioning Contractors Association ("the Employer") and Local 787 –

Refrigeration Workers of Ontario, United Association (“the Union”) for the agreed upon period May 1, 2016 to April 30, 2019 (the Collective Agreement”). The Collective Agreement applies to “all Journeymen and Apprentice Air Conditioning Mechanics, Gas Fitters, Metal Trades Helpers, Utility Communication Technicians, save and except persons above the rank of working Foremen, employed by Employers in the Province of Ontario engaged in the Residential Sector in the Air Conditioning trade ...”. It should be noted, therefore, that this Collective Agreement applies only to the Residential Sector and that it applies across all of Ontario. Appendix B of the Collective Agreement defines four zones in the province of Ontario to which distinct wage packages apply...

In that regard Article 14 of the collective agreement provides:

ARTICLE 14: WAGE RATES

- Article 14.01 The Province of Ontario is divided into four zones as indicated on the map inserted at the end of this Collective Agreement...
- 14.03 (a) Local 787 reserves the right to redirect the allocations to Benefits Trust Fund, Pension Trust Fund and J.T.A.C. from the Total Wage Package as required, upon due notice to the Employer.

The UA’s Brief summarizes in neutral terms the history of the previous renewal round, involving an Award under this same provision by Arbitrator Norman Jesin, and its subsequent journey through the courts:

1.3 In the previous round of negotiations for the 2013-16 Collective Agreement, the parties were unable to agree to renewal terms. Pursuant to section 150.4 of the Ontario *Labour Relations Act* (the “Act”) and *O. Reg. 522/05*, the parties resolved the applicable renewal terms through Final Offer Selection and Arbitration. The Final Offer Selection and Arbitration Award (“the Jesin Award”) was issued on March 31, 2014. The Jesin Award provided for a wage increase that was applied to all four Zones, *i.e.*, to all regions of Ontario. The Employer sought review of the Jesin Award on the argued

grounds that the Arbitrator's jurisdiction applied only to the areas of the province listed in sec. 150.1 of the Act (hereinafter referred to as "the GTA") and that the Arbitrator exceeded his jurisdiction in awarding an increase that was applicable to the other areas of the province. The Divisional Court quashed the application of the Jesin Award to the areas beyond those listed in 150.1. The Union appealed the Divisional Court decision to the Court of Appeal, which re-instated the Jesin Award without limitation. The Employer has subsequently sought leave to appeal to the Supreme Court of Canada. Leave to Appeal has not yet been granted.

The parties in the current round are once again at issue over the scope of the award that section 150.4 of the Act empowers me to make; i.e., whether my award may apply only with respect to the geographic area of jurisdiction of the municipalities listed in s. 150.1; or whether in spite of section 150.1, I am able to extend the application of my award to the remaining areas covered by the parties' province-wide collective agreement.

As noted, this was an issue that Arbitrator Jesin had to rule upon with respect to the renewal round of bargaining immediately preceding the present. Notably, the learned Arbitrator began his consideration of the jurisdictional argument with the following:

Scope of my jurisdiction:

It should be noted that the parties have been able to reach agreement on a number of items while in collective bargaining. One of the clauses which has been agreed to is the recognition clause and the parties have agreed that the renewal agreement should retain the same geographic scope as the prior agreement -- namely, the province of Ontario.

The Arbitrator thereafter continued as follows (with the added emphasis being my own):

The positions of the parties on this matter are fairly straightforward. It is the position of the Union that I am empowered by the appointment of the Minister of Labour to arbitrate a renewal of the previous collective

agreement. There is no geographic limitation on that appointment and so I must make an award for the entire province. Counsel notes that under Ontario Regulation 522/05, s. 3 (1) I have the jurisdiction “to determine all matters that ...[I] ... consider necessary to conclude a new collective agreement”

The Union has also asked me to consider that the geographic scope is one of the items agreed upon in the negotiations for a new collective agreement. Given that the parties agree that I am to award the agreed upon items I must be empowered to award terms and conditions for the entire area covered by the collective agreement. If I were to accept the Employer position and make an award only for Toronto, I would, according to counsel, be effectively splitting the agreed upon bargaining unit into two, effectively imposing a collective agreement in Toronto and allowing the Employer to continue to impose unilateral terms and conditions outside Toronto. That would be inconsistent with the prior agreement that the bargaining unit be provincial in scope.

Conversely:

According to the Employer, s. 150.1 makes it clear that the relevant legislation applies “only” to the Toronto area. S. 150.2 (2) sets out that all applicable agreements pertaining to residential construction in Toronto expire triennially on April 30 commencing in 2007. Counsel especially relies on s. 150.2 (7) which states that nothing in s. 150.2 affects the validity of an agreement to which this section applies for work other than residential construction in Toronto. He submits that that provides a clear indication that I am only to arbitrate that part of the agreement to which s. 150.2 applies, namely for residential construction in the Toronto area.

Arbitrator Jesin then considers two cases before the Ontario Labour Relations Board, *Kone* and *Four Valley Excavating*, which he finds to be non-determinative. I will return to those OLRB cases later. Ultimately, Arbitrator Jesin ruled as follows:

Decision on Jurisdiction

I begin by noting that the Employer operates under an accreditation order issued in 2005 in which it is accredited for a province-wide bargaining unit. The Employer had been bargaining with the Union under this authority since that time and has continued to reach agreements on a province wide basis

since that time. Since the first agreement the parties have agreed to the same expiry dates as those mandated in s. 150.2 *and indeed in the present round of bargaining, the parties have agreed that the bargaining unit in the renewal agreement remain province-wide.* Yet if I am restricted to issuing an award for Toronto only, that would be inconsistent with the agreement to have a single province wide bargaining unit. If I were to award terms and conditions for Toronto only, there would be a binding agreement for Toronto, but no agreement outside Toronto. According to Employer counsel, the Employer could continue a lock-out outside Toronto and the Union could continue a strike. This would essentially divide the collective agreement into two bargaining units with two ultimate agreements, contrary to the practice and agreement of the parties to maintain one province-wide bargaining unit.

I am troubled by the notion that I should divide the bargaining unit in this way and do not think I should do so unless I find clear intent in the language of the Act that this be the result. Employer counsel relies on *Four Valley Excavating* for the proposition that I may divide the bargaining unit in this way. But a termination case is a different case. It has always been within the Board's discretion and ability to carve out a portion of a bargaining unit where appropriate in a termination case. In that regard it should be noted that the applicant in a termination application is not bound by an agreement of the other two parties as to the appropriate bargaining unit. The applicant is entitled to seek termination of bargaining rights for a different unit if the Board finds that appropriate.

Neither am I persuaded by the consent awards in *Kone Inc.* In the first place, they are consent decisions and not an adjudicative determination of the OLRB. Furthermore, the restriction of the Union's ability to strike in that case did not result in the splitting of the bargaining unit into two, with two distinct sets of terms and conditions of employment, which is what would happen if I awarded a binding [agreement] for Toronto while the lockout continued outside Toronto.

I also agree that there is some merit to Union counsel's submission that s. 150.2 (7) is designed to protect the integrity of new agreements outside the scope of s. 150.1. It is not designed to extend the validity of successive renewal agreements *in which the parties appear to agree that the same terms for renewal would apply both within and outside of Toronto.*

S. 150.4 (1) requires me to decide the "matters in dispute between [the parties]" for the "renewal or replacement of a collective agreement that

expires on April 30 in a given year according to section 150.2 ...". I do not think this legislation empowers me to arbitrate a renewal of only part of the agreement in these circumstances, effectively dividing this longstanding bargaining unit into two *against the stated wishes of the parties*. In my view I am empowered, *and indeed required* to arbitrate a renewal of the entire agreement on a province wide bargaining unit.

That, from ORAC's perspective, was the ultimate "tail wagging the dog": at the present time, it indicates for example, there is essentially only one member doing "residential construction" work in the GTA, representing some 13 of the total 114 employees across the provincial bargaining unit. In the result ORAC maintained its position that "only" in section 150.1 means "only", and took the Arbitrator's Award to the Divisional Court on judicial review. The Divisional Court agreed, quashing that portion of the Award whereby Arbitrator Jesin extended its application to the areas of the province not identified in section 150.1. The unanimous Court wrote:

Analysis

[21] Under the GTA provisions (ss. 150.2–150.3), the legislature deviated from the normal strike/lockout rules and created a restricted 45-day window (between May 1 and June 15) in which employers and unions in the residential construction sector of the GTA were permitted to strike or lockout. Outside of that 45-day window, the rights to strike and lockout are rescinded and any unresolved disputes at collective bargaining must be resolved by binding interest arbitration in accordance with the provisions of the Act.

[22] With respect to the authority of an Arbitrator appointed pursuant to s. 150.4, that authority is expressly circumscribed by s. 150.1 of the Act, which clearly states that ss. 150.2, 150.3 and 150.4 apply *only* with respect to the GTA geographic areas.

[23] The GTA provisions use the clearest of language to limit the Arbitrator's jurisdiction to the geographic territory of the GTA as set out in the Act. This is the case regardless of the geographic scope of the prior collective agreement.

[24] Section 3 of the Regulation cannot override s. 150.1 of the Act. Although the powers given by s.3 of the Regulation are expansive, empowering the Arbitrator to determine all matters that he or she considers necessary to conclude a renewal collective agreement by selecting final offer terms and conditions, the Arbitrator's power under s. 3 is restricted by the geographic constraints placed upon it by s. 150.1 of the Act. Section 150.1 transcends and governs the intent and scope of the Regulation. In other words, as stated by the Supreme Court of Canada, "The scope of the regulation is constrained by its enabling legislation" (see *Bristol – Myers Squibb Co. v. Canada (Attorney General)*, 2005 SCC 26 (CanLII) at para. 38).

[25] In finding that he had jurisdiction over the non-GTA issues, however, the Arbitrator is utilizing the expansive language of s. 3 of the Regulation to extend his jurisdiction beyond that which s. 150.1 of the Act restricts him to. It should be remembered that the source of the Arbitrator's jurisdiction is the Act and not the Regulation.

[26] On a plain reading, one can infer that s. 150.2 addresses only those collective agreements with the geographic scope entirely within the territory of the GTA. The Arbitrator is therefore to arbitrate only that part of the agreement to which s.150.2 applies, namely for residential construction in the Greater Toronto area and not any part of the agreement outside of that territorial scope.

[27] Further, it is entirely permissible for there to exist a collective agreement to determine terms and conditions of the employment for the GTA within a broader provincial bargaining unit. In fact, the language of the prior collective agreement expressly contemplated that the province-wide bargaining unit be divided into geographic zones within the Province of Ontario. That collective agreement contains wage packages that vary depending on job classifications, work location and work zone. Accordingly, it is a province-wide collective agreement that sets out separate and distinct terms and conditions of employment in different geographic zones. The fact that the Arbitrator could not assume jurisdiction over the non GTA will not necessarily result in the creation of two separate collective agreements.

[28] That being said, there is no question that the immediate (and possible long term effect) of the Arbitrator's limited jurisdiction under s. 150.1 of the Act is to leave that portion of the bargaining unit that is located

within the GTA area with a collective agreement and the remaining members of the bargaining unit without a collective agreement. While this may not be the most desirable outcome, it is the one that is mandated by the legislation.

[29] In considering the impact of the legislation in this instance it is important to remember that the rights to strike and lockout are corner stones of the institution of labour relations in Canada. The revocation of the right to strike or lockout can only be established by express limitations imposed by the Act or by clear agreement of the parties. . . . it would take the clearest of statutory language to allow an Arbitrator to interfere with free collective bargaining and the parties' legal right to strike or lockout outside the GTA by imposing a binding arbitration order.

[30] The Act reflects the legislature's decision to provide a historic compromise regarding when unions and employers have the right to strike or lockout. That restriction was directed only at the geographical area of the GTA. The Arbitrator acted contrary to the letter and spirit of the GTA provisions. He improperly expanded his jurisdiction in respect of the non GTA and infringed the parties' statutory rights to freely negotiate terms and conditions of employment and to resort to their rights of strike and lockout in the non GTA.

Conclusion

[31] Whether the standard of review in this case is correctness because it engages a true question of jurisdiction ... the Arbitrator's decision in this case was neither correct nor reasonable.

[32] For these reasons, an order will go declaring that the Award in respect of the non GTA is without force and effect and quashing that portion of the Award.

The Union appealed, and was successful in having the Divisional Court decision set aside by the Court of Appeal, the award of Arbitrator Jesin, with its stated province-wide application, thus being restored. The Court of Appeal's Decision (again with my emphasis added) set out the issue that was before Arbitrator Jesin, and then the two levels of the Court, as follows:

[2] This appeal considers the scope of jurisdiction of such an arbitrator. Specifically, is the arbitrator's jurisdiction limited to making an award for the GTA alone or can the award be province-wide in scope?

And in its background to the matter, the Court began by noting the following:

[5] ORAC and the Union have a long-standing bargaining relationship. They have successfully negotiated several province-wide collective agreements, the most recent of which began in 2010 and expired on April 30, 2013.

[6] The parties engaged in collective bargaining but failed to reach a new agreement. While they agreed on many terms, *including the continuation of a province-wide bargaining unit*, they were unable to agree on changes to the wage and benefits packages for employees.

And then continuing:

[19] Although the parties engaged in several months of collective bargaining, they failed to reach a new agreement. They were unable to agree on changes to the wage and benefits packages for employees, whose rates of pay depend upon their job classification and the geographic location or "zone" in which the work is performed. . . .

[20] *One term on which the parties did agree was the continuation of a province-wide bargaining unit.*

And then, commenting on the view taken by Arbitrator Jesin on the matter:

[30] ORAC had also relied on *Kone Inc.*, [2013] O.L.R.D. 2372 and 2523. The arbitrator found neither decision to be helpful, noting that they were consent decisions and not adjudicative determinations of the OLRB.

[31] The arbitrator pointed to the language of s. 150.4(1), which required him to decide the “matters in dispute between [the parties]” for the renewal or replacement of a collective agreement that expires on April 30 in a given year, according to s. 150.2. In the circumstances, he did not view the legislation as empowering him to arbitrate a renewal of only part of the collective agreement and effectively divide the longstanding bargaining unit into two, *against the stated wishes of the parties*.

As for the Divisional Court’s decision, the Appeal Court began as follows:

[36] The Divisional Court did not conduct a standard of review analysis. It concluded that the arbitrator’s decision on jurisdiction could not stand because it was neither correct nor reasonable.

The Appeal Court then set out the reasoning used by the Divisional Court in arriving at its decision to quash those portions of the Award not limited to the geographic areas set out in s. 150.1. Key to its decision to over-rule the decision of the lower Court is the analysis that the Court of Appeal then conducts on the proper standard of review, determining that, as a labour arbitrator being called upon to interpret his “home” statute, the appropriate standard is simply that of “reasonableness”. And, more specifically, that this was a circumstance that demanded from the Court a high degree of “deference”. That conclusion is expressed in paragraph 62 of the Appeal Court’s decision:

[62] Accordingly, in the present case, the presumptive standard of review of reasonableness applies and deference is owed to that determination.

And as for the Divisional Court . . .

[63] As previously noted, the Divisional Court did not review the arbitrator’s determination of the scope of his jurisdiction on a reasonableness standard. Instead, it conducted its own interpretation of ss. 150.1 to 150.4 of the Act. In so doing, the Divisional Court erred. As the Supreme Court explained in *Law Society of New Brunswick v. Ryan*, 2003 SCC 20 (CanLII), [2003] 1 S.C.R. 247, at paras. 50-51:

[W]hen deciding whether an administrative action was unreasonable, a court should not at any point ask itself what the correct decision would have been....

The Appeal Court found that that is essentially what the Divisional Court had taken upon itself to do, and that it erred in doing so. Rather, as the Court concluded:

[73] . . . The arbitrator was required to interpret and apply ss. 150.1 to 150.4 of the Act, as well as the Regulation, *to the facts as he found them* in order to resolve the dispute and produce a collective agreement.

[74] The arbitrator determined that the relevant legislative provisions empowered him to make an award that would not fracture the pre-existing bargaining structure but, instead, would produce a single province-wide collective agreement. In so doing, he concluded that while a dispute within the residential construction industry in the GTA triggered his jurisdiction, it did not limit the scope of his jurisdiction.

[75] The arbitrator's determination, evaluated on the basis of justification, transparency and intelligibility, reveals a decision that falls within the range of possible, acceptable outcomes. *It is defensible in respect of the law and the facts.* In short, it is reasonable.

What is clear, therefore, is that the only Justices of the Superior Court to actually turn their minds to the “correctness” of the Arbitrator’s ruling on jurisdiction were the three members of the Divisional Court, and all three came to the conclusion that the Arbitrator had simply erred, based on the plain language of the statute. The Court of Appeal expressly refrained from conducting the same exercise, resting its decision instead on the standard of review, and quashing the intercession of the Divisional Court for having gone too far in its inquiry. Notwithstanding that the issue being carried forward on review was a true “jurisdictional” one, the Court of Appeal chose to send a message that even on “pure” questions of jurisdiction, the policy of judicial abstinence

had evolved to the point where, so long as it was a question of jurisdiction arising under the administrative tribunal's "home" statute, the tribunal's decision was entitled to the highest level of deference. The Court of Appeal decision, it can be seen, decided no more than that, and the jurisprudence warns that arbitrators in the position I am now in err in law if they treat such a limited decision by the reviewing Court, finding an award to be simply "within the bounds of reason", as establishing any kind of a determination on the actual merits of the question. To quote from the *Canadian Union of Public Employees, Local 79 and City of Toronto* case, (2012) 218 L.A.C. (4th) 1, for example:

[39] Counsel for the City acknowledged in argument before us, and we agree, that Arbitrator Randall's finding that the prior Divisional Court decision was binding on subsequent arbitration cases dealing with the same issue, and that it was dispositive in this matter, is an error of law and is incorrect. That is so because the Divisional Court was applying only a reasonableness standard and did not opine on the correctness of the Herman Award.

As for the interpretation of a "home" statute by a tribunal with expertise in the area, the decisions of the Ontario Labour Relations Board appear in fact to be more instructive than the Court of Appeal might have found, had it considered it appropriate to extend into that inquiry. In the *Four Valleys Excavating* case, the collective agreement, like ours, covered an area that went beyond the six municipalities that the Legislature chose to carve out in its adoption of s.150.1, and the termination application was timely only to the extent of the special expiry date provided for that geographic area by s. 150.2(2). The Labour Board initially missed that point, apparently finding that the application for termination was timely in general, and ordering a representation vote for the full bargaining unit set out in the Agreement. [2013] O.L.R.D. No. 1643. Its mistake being drawn to its attention, the Board in its reconsideration decisions, [2013] O.L.R.D. No. 2251 and 2828, amended its Order to limit the application and vote to

those portions of the Agreement's scope that fell within the limited geographic parameters identified by s. 150.1 of the Act.

That was indeed an unconventional result, not surprisingly missed by the Board initially, but nonetheless the one the Board found to be driven without latitude by the plain language of section 150.1. As the Board pointedly stated in its rejection of the challenge to the reconsideration request, it could not sustain a decision that was, it now appreciated, "contrary to the Act".

The true anomaly created by that choice of "limited" intervention by the Legislature, while the understandable source of the disagreement in the present circumstances, is more dramatically exemplified by the *Kone* series of cases, once again before the Ontario Labour Relations Board itself. Those cases arose out of the National Elevator and Escalator collective agreement, which is a province-wide Agreement that includes in its coverage residential construction. The cases arose in the context of a breakdown in the parties' renewal bargaining, and the decision by the Union party to initiate strike action. The only problem with that for the Union was s. 150.1 and its companion sections of the Act, in particular section 150.3 of the Act, which limited the duration of economic sanctions to a date beyond which the strike activity was apparently occurring. The National Elevator and Escalator Association, as in the present case a provincially-accredited bargaining agency, accordingly brought an unlawful-strike application under s. 144 of the Act, with respect to the area delineated by section 150.1. After, as the Decision notes, "discussions" with the Board, the Union did not even contest the application, but rather entered into a Consent Direction for the Board to issue for communication to the Locals' members, in the following terms:

The *Labour Relations Act* contains a section that applies with respect to the residential sector of the construction industry in a specific geographic area in and around the GTA and Barrie. This section of the Act includes a 6 week limit on strikes in that sector (residential construction) in the area that includes

the City of Toronto, the Regional Municipalities of Peel, Halton, York, Durham and the Corporation of the County of Simcoe.

If you are contacted by your employer and directed to return to work in the residential sector of the construction industry, in the City of Toronto, the Regional Municipalities of Peel, Halton, York, Durham, or the Corporation of the County of Simcoe, you must comply with the Act and the direction.

Unconventional or not, that was the decision made by the Legislature in dealing with the problem of strikes in the residential construction industry that had arisen in the general area of the “GTA”. I.e., in responding to that problem, the Legislature in its wisdom decided to use a scalpel rather than a sledge-hammer, as the saying goes, limiting its interruption of the normal collective-bargaining freedoms to the specific area in question. As soon as it did that, it would have been obvious that, within any collective agreements having a scope clause that included but went beyond the Municipalities listed in s.150.1, it was creating the dichotomous situation of two different legal regimes governing the bargaining for the two now-distinct areas covered by the Agreement. That, once again obviously, would be true of any collective agreements (well known in the construction industry, albeit substantially less common in residential than ICI construction) that were province-wide in scope. And where parts of the same collective agreement are made subject to two different legal regimes, it is apparent that the result could be a divergence in the ultimate terms and conditions applying to each. Indeed, all of this appeared to be present to the minds of the draftspersons when they added for clarity in s. 150.2(7) that:

Nothing in this section shall be interpreted to affect the validity of a collective agreement to which this section applies with respect to work other than residential work performed in the geographic areas described in subsection 150.1(1).

In fact, as noted above, the instant collective agreement already divides the province-wide bargaining unit into four separate Zones, each with their own Rates of

Pay and compensation packages. The Zones set out in Appendix “B” to the collective agreement are as follows:

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 to the Haldiman County Line, northwest along the northern Haldiman County Line to the intersection of the north eastern boundary of Brant County drawn in a straight line to intersect Hwy. #401.
- (b) a straight line drawn from the intersection of the Boundary Line in (a) northeastward to terminate at the southern limits of the town of Newmarket.
- (c) a straight line drawn 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.

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 areas east of the line running north from Lake Ontario and making the eastern boundary of Zone 1.

(c) that area south of a straight 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.

It is true that the Zones are made applicable under the current agreement only to the Rates and compensation package; but, especially in the construction industry, those are the issues that tend to be the primary area of focus between the parties; and with respect to the GTA at least, in the present case is essentially the only item in dispute. The same appears to have been true in the previous round, insofar as the issues that ultimately had to go before Arbitrator Jesin.

To preclude this disparity in terms extending beyond that already thus established, the Union not surprisingly takes the same position before me that it did before Mr. Jesin, and urges me to adopt the same conclusion as Mr. Jesin came to in the Award set out above. In so doing the Union places particular emphasis upon principles of issue estoppel, abuse of process, collateral attack, and, failing the application of any of those, simply arbitral comity. In the face of the statute and the history of this matter, however, I do not find any of those avenues to be properly applicable here.

As for “collateral attack”, to begin with, ORAC fairly points out that it is not by way of its “jurisdictional” argument before me, seeking relief from the Award issued in 2014 by Arbitrator Jesin; its sole avenue for doing that, it recognizes, continues to be through its application for Leave to Appeal to the Supreme Court of Canada. And as for “abuse of process”, asking for further consideration of the same jurisdictional point in

the current arbitration I would not find in the present circumstances to fall into that category, in light of the intervening opinion of the three Justices of the Divisional Court on this issue. And in that respect it must be borne in mind that the Justices of the Court of Appeal were emphatic about not making any judgement on the merits of the jurisdictional finding, instead resting their disposition of the appeal strictly on the standard of review. Similarly, I recognize the traditional value of “arbitral comity” in attempting to bring closure between parties on matters previously litigated: *Ford Electronics and IAM*, (2000) 86 L.A.C. (4th) 409; *Stoney Creek and CUPE Local 1220*, (1998) 71 L.A.C. (4th) 272; and in particular the comments of Arbitrator/Professor Swan in *Phillips Cables*, (1977) 16 L.A.C.(2nd) 225. But again, the factor unique to the present situation is the intervening opinion of the Divisional Court – an authority higher than the experienced and much-respected Arbitrator Jesin who heard the matter in the first instance. Arbitrator Jesin himself noted in addressing the jurisdictional issue in his Award that there were no precedents or pronouncements of any kind to guide him in the interpretational task that lay before him. That is no longer true at the present time: three Justices of the Superior Court were strenuous in their finding that the Legislature had used “the clearest of language” with respect to the scope of the Arbitrator’s powers, and that “only” meant “only”. I would add that I do believe, as ORAC submits, that there is a measure of difference between cases that involve the interpretation of a private collective agreement, versus those creating precedents for the community generally, in a public statute. And the behaviour of the community at large in the cited proceedings before the Labour Relations Board would seem to suggest an understanding of the narrowing impact of s. 150.1, notwithstanding a collective agreement otherwise much broader in scope, that is consistent with the position being maintained by ORAC, and pronounced upon by the Divisional Court in its review.

I have left “issue estoppel” to the end, because it raises a point that I consider of particular importance to comment upon. It might be noted, in any event, that the

leading authorities on the doctrines of issue estoppel and *res judicata*, *Penner v. Niagara*, [2013] 2 S.C.R. 125; *Danyluk v. Ainsworth Technologies*, [2001] 2 S.C.R. 460; *BC WCB V. Figliola*, [2011] 3 S.C. R. 422, all make it clear that there is, attendant with the doctrine, an element of discretion in coming to a decision as to whether the interests of justice are served by a strict application of the doctrine in a particular case. But beyond that, as I read the reasons of Mr. Jesin that led him to the conclusion that he came to, there can be discerned a difference from the present case in the “facts” upon which Mr. Jesin had to formulate his decision, a decision which the Court of Appeal then found to be “defensible in terms of the law and the facts”. As the Court otherwise stated:

[73] . . . The arbitrator was required to interpret and apply ss. 150.1 to 150.4 of the Act, as well as the Regulation, to the facts as he found them in order to resolve the dispute and produce a collective agreement.

A close analysis of Arbitrator Jesin’s Award shows him paying particular attention to the fact that the parties in the *very* round before him had effected changes to the Recognition clause, and directed the Arbitrator (as is usual) to make that along with the other Agreed Items part of his Award. That renewed Recognition clause that the Arbitrator was asked to so incorporate in his award maintained the scope of a province-wide Agreement. The conflict between that directive imposed by the parties and the language of Section 150.1 appears from the portions of the Award I have highlighted to have created a conflict for the Arbitrator; a conflict which he ultimately resolved by coming down on the side of rendering an Award applicable to the full scope of the Agreement. The Court of Appeal, again in the portions I have highlighted, appears to have recognized the competing mandates that the Arbitrator considered himself faced with, in coming to the conclusion that the Decision of Arbitrator Jesin should not be interfered with.

It is not clear to me, again from the review of his reasons, that Arbitrator Jesin would have come down on the same side of the issue absent the happenstance of that

Agreed Item that he was directed to make part of his Award. In any event, I do not have any such Agreed Item in the present case to grapple with, and am faced only with the language of the statute from which to ascertain my jurisdiction. And on that score I have difficulty coming to any other conclusion than that articulated by the three Justices of the Divisional Court: “only” means “only”. That this “splits” the bargaining unit/collective agreement potentially into two sets of conditions once again is, as noted above, not an unknown phenomenon in the labour-relations sphere -- as, to a degree, exists in the present collective agreement already. And, as also noted above, the moment the Legislature decided to draw a line around the GTA with respect to its intrusion into the normal sphere of collective bargaining, that potential result, in the context of Agreements wider in scope, has to have been (and appears was) anticipated.

For the foregoing reasons, therefore, given the language of the statute, I find myself unable to arrive at a conclusion any different from that articulated in the (albeit now quashed) Decision of the Ontario Divisional Court between these parties. The Union quite properly acknowledges that section 3(1) of the Regulation cannot extend my jurisdiction beyond that provided to me by the enabling statute, and I have to find that my appointment under s. 150.4(7) of the Act limits me to an Award that applies only to the six municipalities that the Legislature has chosen to include in s.150.1.

THE MERITS

The parties, pending my decision on jurisdiction, have placed before me only the issues outstanding between them with respect to “the GTA” (as defined by s. 150.1).

And as noted, those issues are made up only of:

- 1) The Compensation Increase, and
- 2) Overtime

Absent agreement on a procedure to the contrary, I am operating under the method of dispute resolution directed by Regulation 522/05. The Regulation dictates that “monetary” items are to be dealt with, failing successful mediation, by way of final offer selection, and “non-monetary” items by way of normal interest arbitration (and the parties have agreed to treat the nature of the overtime issue in dispute here as “non-monetary”).

With respect to the Compensation increase, the Union has tabled the normal comparators that one typically would look to in discerning “the pattern” for the residential construction unions in this round of bargaining, and I am satisfied that the Union’s proposal of:

2.2 % 2.2% and 2.2% on total compensation

falls within that established pattern. The first increase, by virtue of the collective agreement’s terms, is effective from 30 days prior to the issue date of my Award, the second on May 1st, 2017, and the third on May 1st, 2018, till the next expiry date of April 30th, 2019. ORAC’s corresponding position, at its most recent (and I would agree with ORAC that the statutorily-envisaged med-arb process is well-served by allowing a party – although I would add, upon fair notice to the other – to improve its offer following the mediation phase) is:

2% 2% and 1.5%.

The time limits agreed to for the issuance of this Award do not permit me to extensively set out the detailed submissions which ORAC has made on the issue of the appropriate comparators. Suffice it to say that ORAC’s primary submission is that its members are not principally engaged in “the residential construction industry” at all, in the sense of new construction that underlies the comparators generally relied upon by

the Union; but rather are engaged mainly in the *replacement* of HVAC parts in *existing* homes – which is only “construction” in the sense of the “repair” portion of the definition that has been developed for this industry. And because of that, ORAC submits, the only proper and fair comparators for it are the other HVAC contractors who carry out the similar kind of repair work, and who generally operate under their “industrial” agreements.

For this monetary issue, the method to be applied by the arbitrator is Final Offer Selection. And as noted in the provided case of the *Royal Newfoundland Constabulary Act*, 2007 CarswellNfld 451, citing the modest authority of M. Mitchnick in *Final Offer Selection: Making it Work* (1996-97) Lab. Arb. Y.Bk. 393, the only problem with “final offer selection” is when it fails to work: i.e., to push the parties toward an ultimate settlement (although it is close here). I therefore have to wholly embrace one position of the parties, or the other. For a so-called “construction industry” agreement, a move away from the traditional form of construction-industry comparators to industrial ones is not impossible, but nonetheless represents a significant departure. For one thing, comparisons of the true “costs” of a construction-style agreement with an industrial-style agreement, for the reasons articulated by the Union, are not easy to make. Additionally, the sampling of the work being done in the GTA itself, which I have accepted must be the extent of my determination, is a limited one. I am, in the result, persuaded in the present case to side with the offer put forward by the Union, and I so award.

The remaining issue involves the daily threshold of hours above which a premium for “overtime” is to be paid. The employers were successful last round in achieving a movement of the threshold up from 8 to 10 hours; the Union in this round wants it back.

Having listened to the representations of the parties on this issue, I am of the view that the same reasons that caused the parties to find a mutual benefit in last round's change continue to be valid; granting this additional relief to the employers has the benefit of having these hours more frequently offered to those amongst the union's members who are looking to make up some hours. Where the parties disagree is whether these additional overtime hours are simply being "offered" to employees by their employer (as was apparently anticipated) or are being demanded. The employer representatives at the hearing assert that the situation is strictly the former; the employee representatives insist that, with some companies at least, it is often the latter.

It is my award that, to provide consistency, in the spirit in which the original agreement was reached by the parties in the last round, employees are only to be *required* to work daily overtime hours where the situation reasonably demands it; for example, for the purposes of finishing an assignment in which the employee is already engaged; or where no other employee is willing or able to accept an assignment that, if not attended to, is likely to cause significant harm to the customer or customer relations. This agreement has a considerable period to run, and apart from setting out those guidelines, I do not consider it appropriate for me in the first instance to draft language for the parties that would go into a binding Letter of Understanding applying to the GTA and forming part of the collective agreement. I therefore leave it to the parties to attempt to reach agreement on the text of such a Letter, failing which I will remain seized to finalize the language if required.

All of which is so awarded.

Issued at Toronto this 13th day of December, 2016.

A handwritten signature in black ink, appearing to read "M.G. Mitchnick", written in a cursive style. The signature is positioned above a horizontal line.

M.G. Mitchnick