

SOURCE	<i>Civicon</i>
EFF.	<i>950601</i>
TERM.	<i>980430</i>
No. CEF EMPLOYEES	<i>1,200</i>
NO. CEF EMPLOYEES	<i>85</i>

**AIR CONDITIONING AND REFRIGERATION INDUSTRY  
PROVINCIAL COLLECTIVE AGREEMENTS**

**I.C.I. CONSTRUCTION 1995 - 1998**

**(NON-I.C.I. CONSTRUCTION, SERVICE & MAINTENANCE 1995 - 1998)**

**between**

**ONTARIO REFRIGERATION & AIR  
CONDITIONING CONTRACTORS ASSOCIATION (ORAC)**

**and**

**LOCAL 787 OF THE UNITED ASSOCIATION OF  
JOURNEYPersons AND APPRENTICES  
OF THE PLUMBING AND PIPE INDUSTRY  
OF THE UNITED STATES AND CANADA**

**MAY 27 1996**

*02764(06)*

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

**PROVINCIAL NON I.C.I. CONSTRUCTION,  
SERVICE AND MAINTENANCE  
COLLECTIVE AGREEMENT  
(1995)**

**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 Journeypersons 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 Journeypersons 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**

The Union and the Employer are committed to employment equity in the employment of persons in those groups designated under the Employment Equity Act and its regulation, namely aboriginal people, people with disabilities, members of racial minorities and women. It is therefore mutually agreed that the parties to this Collective Agreement will endeavour to remove barriers to employment as required by the Employment Equity Act and further work towards the prevention of discrimination and harassment on job sites covered by this Collective Agreement.

**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 Journeyperson and Apprentice Refrigeration and Air Conditioning Mechanics, Maintenance Mechanics, save and except persons above the rank of working Forepersons, 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 in the Refrigeration and Air Conditioning trade.

(a) Subject to the express terms of this Collective Agreement and specifically to Article 8 paragraph 8:03(a) and (b), the Union recognizes the right of the Employer to operate and manage his/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 members 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 member, the Employer will not assign work to such employee upon request by the Union.*

*5:03 1a) Employers will obtain from the Union all persons required to perform any of the work described in Appendix "A" and "B" 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" and "B" 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:

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- Working Foreperson
- Journeyman Mechanic
- Apprentice
- Maintenance Mechanic
- Student

Which categories or classes are defined as follows:

6:02 WORKING FOREPERSON - The determination of the number of working Forepersons, 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 JOURNEYPERSON 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. %A.C./L.A.C.) for the purpose of learning the trade as required by the Trades Qualification and Apprenticeship Act (T.Q.A.A.). The Apprentice will attend all courses of study as required by the T.Q.A.A. and by the J.T.A.C/L.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./L.A.C.).

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

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

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 involved 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 Foreperson  
Journeyman Mechanic  
Apprentice (Student)  
Maintenance Mechanic*

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.*

7:02 WORKING FOREPERSON - *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 JOURNEYPERSON MECHANIC

(a) Journeyperson 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 Journeyperson Mechanic shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.

(c) A Journeyperson 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 Journeyperson 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./L.A.C.).

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

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

Which 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.

## 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 or 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 "B", 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, the governing body will be "The Ministry of Transportation Vehicle Inspection Section".

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

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

9:03 The Steward shall see that the provisions of this Collective Agreement and all safety regulations are complied with and report any infractions to the Local 787 Administration Office.

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 or 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 LABOUR

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 of 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.

11:02 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 established working hours.

11:03 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 established working hours, and, as compensation for inconvenience incurred, will be paid stand-by pay in addition to actual time responding to a call, as outlined in 11:04. This emergency work will be offered on an equal basis to all qualified Journeyman mechanics available in the service of the Employer.

**11:04** 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 - 1 hour at the employee's straight time rate plus actual time responding to a call at the prevailing overtime rate.

**11:05 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.

**11:06 BEREAVEMENT LEAVE** - In the event of a death in the employee's immediate family, ie: the employee's children, parents, grandparents, brothers, sisters, spouse, spouse's parents, grandparents, the Employer will grant to the employee up to 3 days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service. Pay shall be at the employee's straight time rate and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

**11:07** In the event that an accident occurs whilst a Union member is on Employer business, which necessitates the member having to visit a doctor or hospital for treatment, etc., the time lost by the member shall be paid for by the Employer. If it is necessary for a Local 787 member to be taken for treatment by a second member, his/her lost time will also be paid for by the Employer. It is in the intent that members would only be paid up to the completion of the shift which they were working at the time treatment was required.

**11:08 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 \$25.00 per day and by the Union at \$25.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Employer and to the Union.

## ARTICLE 12: OVERTIME

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

12:02 STATUTORY HOLIDAYS - Recognized Statutory Holidays are New Year's Day, Heritage Day (if declared), Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.

12:03 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.

12:04 PERMANENT SHIFT WORK CONDITIONS - For plants, complexes and/or projects, a four-cycle 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: TRAVEL

13:01 The free zone shall be the area within a 50 km radius from the Employer's permanent place of business, shop, branch office or depot.

13:02 Employees will be on the job within the free zone by the established starting time. Workers travelling to a job outside the free zone shall be at the boundary of the zone nearest to the job site by the established starting time and the established quitting time.

13:03 Any employee not supplied with transportation by the Employer and therefore uses his/her own vehicle shall receive \$0.40 (cents) per km 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 \$25.00 per day or per call whichever is the greater amount.*

*In situations where an employee is required to use his/her own vehicle on a regular basis (weekly), the employee will be paid the mileage rate as above or the minimum of \$100.00 weekly, whichever is the greater amount. Under no circumstances will the daily minimum amount of \$25.00 accumulate to exceed the weekly minimum amount of \$100.00 in any one pay period. Employees shall not carry more than their personal tools plus 45.5 kg (100 lbs) of Employer's tools and supplies in their personal vehicle.*

*13:04 Travel expenses are to paid at the same time as wages are paid.*

*13:05 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.*

*13:06 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.*

*13:07 All employees sent out of the free 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.*

*13:08 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.*

*13:09 If an employee is requested to use his/her vehicle for a job outside the free zone, any travelling involved during the course of the job or jobs, including return trips as outlined in Article 13:10 will be done in the employee's vehicle at the rate as outlined in Article 13:03.*

*13:10 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 free zone.*
- (b) every two weeks for jobs within 644 km (400 miles) of the free zone.*
- (c) every three weeks for jobs over 644 km (400 miles) of the free 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 13:07 **but** will not receive payment for travelling time. Travel arrangements will be controlled by the Employer.*

*13:11 When on jobs out of the free zone over five (5) days duration, all employees shall be allowed one personal phone call with a three (3) minute limit, per week paid by the Employer.*

*13:12 Employees will not be expected to use their own money for expenses incurred on behalf of the Employer.*

**13:13** 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 free zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:03.

**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 "C" 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 The following charts show the basic hourly rates and total wage package, which will apply from date of Memorandum of Agreement to April 30th, 1998 for all Local 787 Journeyman members and UA members of other Locals working on a Travel Card in Local 787.

**JOURNEYPERSON TOTAL WAGE PACKAGE  
MAY 1, 1996**

Zone	Basic Rate	10% V.& S.H.P.	P.H.W.Ind. Trng Fund	Total Pkg	Field Dues Deductions
1	\$31.62	\$3.16	\$3.50	\$38.28	\$0.63
2	31.12	3.11	3.50	37.73	0.63
3	30.62	3.06	3.50	37.18	0.63
4	30.12	3.01	3.50	36.63	0.63

Handwritten calculations:  
2.00  
1.15  
2.45  
-----  
34.5

Handwritten calculations in a circle:  
2.00  
1.20  
3.45  
-----  
3.50

**JOURNEYPERSON TOTAL WAGE PACKAGE  
MAY 1, 1997**

Zone	Basic Rate	10% V.& S.H.P.	P.H.W.Ind. Trng Fund	Total Pkg	Field Dues Deductions
1	\$31.65	\$3.17	\$4.25	\$39.07	\$0.67
2	31.15	3.12	4.25	38.52	0.67
3	30.65	3.07	4.25	37.97	0.67
4	30.15	3.02	4.25	37.42	0.67

## 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 RATES  
MAY 1, 1996

Zone	Basic Rate	10% V. & S.H.P.	P.H.W. Ind Trng Fund	Total Pkg	Field Dues Deductions
<b>Zone 1</b>					
Term 1	\$11.12	\$1.11	\$3.50	\$15.73	\$0.33
2	14.52	1.45	3.50	19.47	0.38
3	17.91	1.79	3.50	23.20	0.43
4	21.36	2.14	3.50	27.00	0.48
5	24.77	2.48	3.50	30.75	0.53
<b>Zone 2</b>					
Term I	\$10.92	\$1.09	\$3.50	\$15.51	\$0.33
2	14.25	1.43	3.50	19.18	0.38
3	17.62	1.76	3.50	22.88	0.43
4	21.01	2.10	3.50	26.61	0.48
5	24.37	2.44	3.50	30.31	0.53
<b>Zone 3</b>					
Term 1	\$10.72	\$1.07	\$3.50	\$15.29	\$0.33
2	14.00	1.40	3.50	18.90	0.38
3	17.32	1.73	3.50	22.55	0.43
4	20.65	2.06	3.50	26.21	0.48
5	24.02	2.40	3.50	29.92	0.53
<b>Zone 4</b>					
Term I	\$10.52	\$1.05	\$3.50	\$15.07	\$0.33
2	13.73	1.37	3.50	18.60	0.38
3	17.02	1.70	3.50	22.22	0.43
4	20.29	2.03	3.50	25.82	0.48
5	23.57	2.36	3.50	29.43	0.53

5/1/96

APPRENTICE TOTAL WAGE PACKAGE  
MAY 1, 1997

<b>Zone</b>	<b>Basic Rate</b>	<b>10% V.&amp; S.H.P.</b>	<b>P.H.W.Ind Trng Fund</b>	<b>Total Pkg</b>	<b>Field Dues Deductions</b>
<b>1</b>					
Term 1	\$10.73	\$1.07	\$4.25	\$16.05	\$0.37
2	14.20	1.42	4.25	19.87	0.42
3	17.66	1.77	4.25	23.68	0.47
4	21.18	2.12	4.25	27.55	0.52
5	24.66	2.47	4.25	31.38	0.57
<b>Zone</b>					
<b>2</b>					
Term 1	\$10.53	\$1.05	\$4.25	\$15.83	\$0.37
2	13.93	1.40	4.25	19.58	0.42
3	17.36	1.74	4.25	23.35	0.47
4	20.83	2.08	4.25	27.16	0.52
5	24.26	2.43	4.25	30.94	0.57
<b>Zone</b>					
<b>3</b>					
Term 1	\$10.33	\$1.03	\$4.25	\$15.61	\$0.37
2	13.68	1.37	4.25	19.30	0.42
3	17.06	1.71	4.25	23.02	0.47
4	20.46	2.05	4.25	26.76	0.52
5	23.90	2.40	4.25	30.55	0.57
<b>Zone</b>					
<b>4</b>					
Term 1	\$10.13	\$1.01	\$4.25	\$15.39	\$0.37
2	13.41	1.34	4.25	19.00	0.42
3	16.76	1.68	4.25	22.69	0.47
4	20.12	2.01	4.25	26.38	0.52
5	23.46	2.35	4.25	30.06	0.57

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

(c) *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.*

(d) *Apprentices, upon completion of their Apprenticeship, will advance to the Journeyman's basic rate.*

**14:05 MAINTENANCE MECHANIC TOTAL WAGE PACKAGE**

**ALL ZONES  
MAY 1, 1996**

<b>Class</b>	<b>Basic Rate</b>	<b>10% V.&amp; S.H.P.</b>	<b>P.H.W.Ind Trng Fund</b>	<b>Total Pkg</b>	<b>Field Dues Deductions</b>
Jr. M.M.	\$11.12	\$1.11	\$3.50	\$15.73	\$0.33
M.M.	14.52	1.45	3.50	19.47	0.38

**MAY 1, 1997**

Jr. M.M.	\$10.73	\$1.07	\$4.25	\$16.05	\$0.37
M.M.	14.20	1.42	4.25	19.87	0.42

**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 FOREPERSON** - *The basic hourly rate of a Working Foreperson shall be the basic Journeyman's 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.*

*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.*

**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.*

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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 May and September. A schedule is to be posted on the Employer's notice board before the month of May.

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

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

#### ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

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

16:02 The 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 has been appointed as a Local Apprenticeship Committee (L.A.C.) by the Director of Apprenticeship as provided in the Trades Qualification and Apprenticeship Act (T.Q.A.A.). As a Local Apprenticeship Committee, the Joint Training and Apprenticeship Committee is governed by the terms of reference and duties outlined by the Director of Apprenticeship.

16:04 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.

16:05 All prospective Apprentices must be approved by the Joint Training and Apprenticeship Committee before being employed.

16:06 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 Each Employer bound by this Collective Agreement shall contribute to the "Refrigeration Workers Local 787 - O.R.A.C. Training Fund" monthly, the sum of \$0.25 (cents) for each hour earned by each employee.

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

ARTICLE 18: INDUSTRY FUND

18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.05 (cents) for each hour earned by each employee. 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: WELFARE AND PENSION TRUST FUNDS

19:01 Effective June 1, 1995 each Employer bound by this Collective Agreement shall contribute to the ~~Local 787~~ Welfare Trust Fund on behalf of each employee in his/her employ the sum of ~~\$1.15~~ for each hour earned to be administered by Trustees elected ~~by Local 787~~. Effective November 1, 1995 this contribution increases by \$0.05 (cents) to \$1.20. Effective May 1, 1997 this contribution increases by \$0.25 (cents) to \$1.45.

19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each employee in his/her employ the sum of \$2.00 for each hour earned to be administered by Trustees elected by Local 787. Effective May 1, 1997 this contribution increases by \$0.50 (cents) to \$2.50.

19:03 Notwithstanding the provisions of Sections 5(a) 9 and 10 of the Worker's Compensation Act amendment of 1989, 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 and Welfare 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 Contributions as specified in Articles 19:01, 19:02 and 19:03 will be made as outlined in Article 21:00.

ARTICLE 20: UNION DUES CHECK-OFF AND 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 from each employee's weekly wages for all hours earned as listed:

	May 1, 1996	May 1, 1997
Journey person	\$0.63	\$0.67
Apprentice 5th Term	\$0.53	\$0.57
4th Term	\$0.48	\$0.52
3rd Term	\$0.43	\$0.47
2nd Term	\$0.38	\$0.42
1st Term	\$0.33	\$0.37
Jr. Maintenance Mechanic	\$0.33	\$0.37
Maintenance Mechanic	\$0.38	\$0.42

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

Effective June 1, 1995 a combined contribution rate of \$3.45 will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01 and 19:02. Effective November 1, 1995 the combined contribution rate will increase to \$3.50. Effective May 1, 1997 the combined contribution rate will increase to \$4.25.

Union Dues deductions and RRSP deductions of each employee as outlined in Article 20 must be reported in the appropriate spaces.

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

UA Local 787 Benefit Plan  
419 Deerhurst Drive  
Brampton Ontario  
L6T 5K3

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 \$250.00 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 \$250.00 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, Welfare Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when required by this 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./L.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 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 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 referred to the Ontario Labour Relations Board under Section 126 of the Ontario Labour Relations Act as per Article 27:03.

## ARTICLE 26: TOOLS AND UNIFORMS

26:01 The Employer shall supply:

- pipe wrenches, vices, taps and dies
- electrical tools
- electric measuring instruments
- machink t 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"

26:02 Each Journeyperson 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. It will be the responsibility of the employee to keep the list up to date for the purpose of replacement as outlined in Article 26:09.

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

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

*26:06 The Employer agrees to supply non durable items used on Employer's work, ie: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.*

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

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

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

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

*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 a maximum value of \$1,500.00) will be replaced immediately by the Employer. In the event of theft by forcible entry, the police and management must be notified immediately.*

## **ARTICLE 27: GRIEVANCE PROCEDURE**

*27:01 Notwithstanding any provision contained in this Collective Agreement, any employee who feels that he/she has been 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 Foreperson.*
- 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.*

*27:03 Grievances regarding delinquency of wages, fringes, pension and welfare will be referred to the Ontario Labour Relations Board through Section 126 of the Ontario Labour Relations Act.*

**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.*

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

30:03 After one party serves upon the other notice of desire to bargain for a new Collective Agreement, and in the event that the issues remaining in dispute cannot be settled through the negotiation process, the parties shall execute an irrevocable agreement to refer all matters remaining in dispute between them to a Board of Arbitration for final and binding determination in accordance with Section 38(7) of the **Labour Relations Act**. Where either party elects to refer the remaining issues in dispute to arbitration, each of the parties shall appoint a nominee of the Board of Arbitration. The two members appointed by the parties shall appoint a third member who shall act as Chairperson. Where the two members fail to agree upon a third member, either party may request the Office of Arbitration to appoint a Chairperson. The Board shall hear the issues in dispute and shall render a decision which will be final and binding upon the parties and upon any employee or Employer affected by it. The decision of the majority shall be the decision of the Board, but if there is no majority, the decision of the Chairperson shall govern. Each party shall be responsible for the fees and expenses of the nominee appointed by it and shall be jointly responsible for the fees and expenses of the Chairperson.

ARTICLE 37: DURATION OF COLLECTIVE AGREEMENT

31:01 This Collective Agreement shall remain in force until April 30, 1998 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 under paragraph 30:02 and employees shall be entitled to retroactive pay for up to 30 calendar days.

31:03 Settlement of the wage package which includes Basic Rate, Vacation Pay, Health and Welfare and Pension shall be the Journeyperson's average wage package adjustment negotiated by the Plumbers/Pipe Fitters, Electricians and Sheet Metal Workers in the I.C.I. Sector for Toronto and will be applied to the four zones in this Collective Agreement.

31:04 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.

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.

31:05 Notices: All notices required to be sent to the Union pursuant to this Agreement shall be effectively given when mailed to:

UA Local 787  
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  
1550 Kingston Road  
Suite 215  
Pickering Ontario  
L1V 1C3

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 June 13, 1995.

**Ontario Refrigeration and Air Conditioning Contractors Association**

Dave Honsberger (Chairperson)

Vern Barney

Marv Lindgren

Bob Steenson

Dave Underwood

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

Joe Carricato (Chairperson)

Al Butterfield

Bob Harford

Randy Pye

Erroll Ruth

## 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 (ie: 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"**

*All routine maintenance and inspections 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, such as:*

- (a) *Filter changing and maintenance thereof.*
- (b) *AN 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 Journeypersons and Apprentices, as long as the Apprentices are fully employed.*
- (j) *All aspects of residential comfort systems in a residential dwelling.*

### **APPENDIX "C"**

#### **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 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.*