

**I.C.I. CONSTRUCTION
COLLECTIVE AGREEMENT
2004 - 2007**

between:

O.R.A.C.

and

U.A. LOCAL 787

**I.C.I. CONSTRUCTION
COLLECTIVE AGREEMENT
(2004)**

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 endeavour 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/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 Foreman, employed by Employers in the Province of Ontario engaged in the Industrial, Commercial and Institutional Sector in the Refrigeration and Air Conditioning trade (hereinafter referred to as the I.C.I. 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 I.C.I. 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/her business in accordance with his/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/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
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 Journeymen are employed. On any job where 3 or more Local 787 Journeymen are employed a Foreman must be designated and he/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./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 Journeymen members employed.

6:05 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 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 (3) categories:

Working Foreman
Journeyman Mechanic
Apprentice (Student)

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 FOREMAN - Shall direct all phases of a project for which he/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/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./L.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.

ARTICLE 8: RESPONSIBILITY OF THE 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", 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.

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. 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 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop, branch office or depot.
- 11:03 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.
- 11:04 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.
- 11:05 **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, or the 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.
- 11:07 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 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 \$50.00 per day and by the Union at \$50.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Employer and to the Union.

ARTICLE 12: OVERTIME

12:01 All time worked between the 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, Heritage Day (if declared), Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.

12:04 SHIFT WORK - Where it is necessary for 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 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 or her own vehicle shall receive (fifty) 50 cents per km 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 \$30 per day or per call 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 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/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 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 17th, 2004 to April 30th, 2007 for all Local 787 Journeymen members and UA members of other Locals working on a Travel Card in Local 787:

**JOURNEYMAN TOTAL WAGE PACKAGE
MAY 17, 2004**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$35.47	\$3.55	\$7.49	\$46.51	\$0.27
2	34.94	3.50	7.49	45.96	0.27
3	34.47	3.45	7.49	45.41	0.27
4	33.97	3.40	7.49	44.86	0.27

**JOURNEYMAN TOTAL WAGE PACKAGE
MAY 1, 2005**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$36.47	\$3.65	\$7.59	\$47.71	\$0.27
2	35.97	3.60	7.59	47.16	0.27
3	35.47	3.55	7.59	46.61	0.27
4	34.97	3.50	7.59	46.06	0.27

**JOURNEYMAN TOTAL WAGE PACKAGE
MAY 1, 2006**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$37.47	\$3.75	\$7.59	\$48.81	\$0.27
2	36.97	3.70	7.59	48.26	0.27
3	36.47	3.65	7.59	47.71	0.27
4	35.97	3.60	7.59	47.16	0.27

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 17, 2004**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	\$13.33	\$1.33	\$4.54	\$19.20	\$0.27
Term 2	17.00	1.70	5.04	23.74	0.27
Term 3	21.11	2.11	5.04	28.26	0.27
Term 4	25.28	2.53	5.04	32.85	0.27
Term 5	29.41	2.94	5.04	37.39	0.27

Zone 2

Term 1	\$13.13	\$1.31	\$4.54	\$18.98	\$0.27
Term 2	16.75	1.67	5.04	23.46	0.27
Term 3	20.91	2.09	5.04	28.04	0.27
Term 4	24.94	2.49	5.04	32.47	0.27
Term 5	29.01	2.90	5.04	36.95	0.27

Zone 3

Term 1	\$12.93	\$1.29	\$4.54	\$18.76	\$0.27
Term 2	16.48	1.65	5.04	23.17	0.27
Term 3	20.51	2.05	5.04	27.60	0.27
Term 4	24.57	2.46	5.04	32.07	0.27
Term 5	28.65	2.86	5.04	36.55	0.27

Zone 4

Term 1	\$12.73	\$1.27	\$4.54	\$18.54	\$0.27
Term 2	16.21	1.62	5.04	22.87	0.27
Term 3	20.22	2.02	5.04	27.28	0.27
Term 4	24.23	2.42	5.04	31.69	0.27
Term 5	28.22	2.82	5.04	36.08	0.27

**APPRENTICE TOTAL WAGE PACKAGE
MAY 1, 2005**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	\$13.67	\$1.37	\$4.64	\$19.68	\$0.27
Term 2	17.45	1.75	5.14	23.34	0.27
Term 3	21.65	2.17	5.14	28.96	0.27
Term 4	25.95	2.60	5.14	33.69	0.27
Term 5	30.19	3.02	5.14	38.35	0.27
Zone 2					
Term 1	\$13.47	\$1.35	\$4.64	\$19.46	\$0.27
Term 2	17.20	1.72	5.14	24.06	0.27
Term 3	21.47	2.15	5.14	28.76	0.27
Term 4	25.61	2.56	5.14	33.31	0.27
Term 5	29.79	2.98	5.14	37.91	0.27
Zone 3					
Term 1	\$13.27	\$1.33	\$4.64	\$19.24	\$0.27
Term 2	16.94	1.69	5.14	23.77	0.27
Term 3	21.07	2.11	5.14	28.32	0.27
Term 4	25.25	2.52	5.14	32.91	0.27
Term 5	29.43	2.94	5.14	37.51	0.27
Zone 4					
Term 1	\$13.07	\$1.31	\$4.64	\$19.02	\$0.27
Term 2	16.66	1.67	5.14	23.47	0.27
Term 3	20.78	2.08	5.14	28.00	0.27
Term 4	24.90	2.49	5.14	32.53	0.27
Term 5	29.00	2.90	5.14	37.04	0.27

**APPRENTICE TOTAL WAGE PACKAGE
MAY 1, 2006**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	\$14.07	\$1.41	\$4.64	\$20.12	\$0.27
Term 2	17.95	1.80	5.14	24.89	0.27
Term 3	22.25	2.23	5.14	29.62	0.27
Term 4	26.65	2.67	5.14	34.46	0.27
Term 5	30.99	3.10	5.14	39.23	0.27
Zone 2					
Term 1	\$13.87	\$1.39	\$4.64	\$19.90	\$0.27
Term 2	17.70	1.77	5.14	24.61	0.27
Term 3	22.07	2.21	5.14	29.42	0.27
Term 4	26.31	2.63	5.14	34.08	0.27
Term 5	30.59	3.06	5.14	38.79	0.27
Zone 3					
Term 1	\$13.67	\$1.37	\$4.64	\$19.68	\$0.27
Term 2	17.44	1.74	5.14	24.32	0.27
Term 3	21.67	2.17	5.14	28.98	0.27
Term 4	25.95	2.59	5.14	33.68	0.27
Term 5	30.23	3.02	5.14	38.39	0.27
Zone 4					
Term 1	\$13.47	\$1.35	\$4.64	\$19.46	\$0.27
Term 2	17.16	1.72	5.14	24.02	0.27
Term 3	21.38	2.14	5.14	28.66	0.27
Term 4	25.60	2.56	5.14	33.30	0.27
Term 5	29.80	2.98	5.14	37.92	0.27

- (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/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 Journeyman'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 Journeyman'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.

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.

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

- 16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen, Apprentice and Journeyman training shall be under the jurisdiction of the Joint Training and Apprenticeship Committee, composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.
- 16:02 The 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 fulfillrate increases to 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 \$0.09 (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: 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 or her employ the sum of \$1.95 for each hour earned effective May 19, 2004 and \$2.05 for each hour earned effective May 1, 2005 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 and Maintenance Mechanic employee in his or her employ the sum of \$2.50 (\$2.00 for first year Apprentices/Jr. Maintenance Mechanics) and \$4.95 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, \$0.01 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 RRSF 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 \$0.27 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.PS 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 17, 2004 a combined contribution rate of \$7.49 for Journeymen, \$4.54 for first term Apprentices/Jr. Maintenance Mechanics and \$5.04 for apprentices term 2 thru term 5 and Maintenance Mechanic will be applied to the hours earned by each

employee as required in Articles 17, 18, 19:01.
Effective May 1, 2005 contribution rate increases to \$7.59 for Journeymen. \$4.64 for first term Apprentices/Jr. Maintenance Mechanics and \$5.14 for Apprentices terms 2 thru terms 5. and Maintenance Mechanics.

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 \$1000.00 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 \$1000.00 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 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/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/her indenture papers transferred to the "Refrigeration Workers - 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 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.

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 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,
ie: 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

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 \$150.00 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 \$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, the Industry Committee will meet within 10 working days and render their decision within that time. 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 and 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, 2007 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.

- 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
1020 Brock Road
Suite 2003
Pickering Ontario
L1W 3H2

- 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 17, 2004.

Tony Finelli

Randy Pye

John Homiak

Marc Nicholas

Ian Cockburn

Andrew Turner

Grant Sheahan

David Underwood

Bob Steenson

Ted Martin

Jack McAughey

Philip Taggart

APPENDIX "A"

CONSTRUCTION DEFINITION

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

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

- (a) All piping components used for primary and secondary refrigeration and 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 refrigeration and air conditioning industry.

- (c) All gas and arc welding, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration 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 refrigeration and air conditioning industry.
- (f) The assembling and erection of tanks used in the refrigeration 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 (ie: 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.
- (m) All piping to stoves, fire grates, blast 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 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

1163055 Ontario Inc
L R Welding
86 Brandon Avenue
Toronto, ON M6H 2E1
Phone: 416-399-2751

1430986 Ont Corp/Roper Controls
35 Anne Street South, Unit 4
Barrie, ON L4N 2C7
Phone: 705-726-3427
Fax: 705-726-1575

1606108 Ontario Inc.
38 Winter Gardens Trail
Scarborough, ON M1C 3E7
Phone: 416-287-0722
Fax: 416-930-1520

398362 Ontario Ltd
T/A Etobicoke Sheet Metal
12 Taber Road
Etobicoke, ON M9W 3A4
Phone: 416-743-3522
Fax: 416-740-3647

462289 Ontario Limited
Tri-Air System
251 Amber Street, Unit 6
Markham, ON L3R 3J7
Phone: 905-470-2424
Fax: 905-470-6295

559019 Ontario Limited
Atlantic Cooling
100 Sandiford Dr, Unit 43
Stouffville, ON L4A 8A1
Phone: 905-642-2200
Fax: 905-886-0317

946766 Ontario Limited
Summit Mechanical
P O Box 1446
Peterborough, ON K9J 7H6
Phone: 705-740-0202
Fax: 705-743-7606

A.O.T. Maintenance
43 Gemshaw Cres.
Scarborough, ON M1B 1L3
Phone: 416-282-6663

Absolute Building Control Services
55 West Beaver Creek Road
Unit # 24
Richmond Hill, ON L4B 1K5
Phone: 905-763-2781
Fax: 905-763-1669

Absolute Air Systems
47 Daleside Cres.
North York, ON M4A 2H7
Phone: 416-991-1359
Fax: 416-916-2623

Adelt Mechanical Works Ltd.
5890 Shawson Drive
Mississauga, ON L4W 3W5
Phone: 905-564-7833
Fax: 905-564-9743

Ainsworth Inc
131 Bermondsey Rd
Toronto, ON M4A 1X4
Phone: 416-751-4420
Fax: 416-751-9031

Air Con Systems
10 Sunray Street
Unit # 202
Whitby, ON L1N 9B5
Phone: 905-427-1995
Fax: 905-430-0970

Air Force A/Con & Heating Systems
1260 Journey's End Circle
Unit 5
Newmarket, ON L3Y 7V1
Phone: 905-836-9300
Fax: 905-836-9303

Air Source Mechanical Inc.
21 Windfields Rd.
Markham, ON L3S 2W3
Phone: 905-470-0628
Fax: 905-470-4063

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

Air Stream Mechanical Systems
101 Kingsview Drive
Bolton, ON L7E 3V6
Phone: 905-951-1900
Fax: 905-951-1024

AIRCO
262 Victoria Street
Sudbury, ON P3C 1K4
Phone: 705-673-2210
Fax: 705-673-6812

AIRCO Mechanical Ltd
11 North Street
Whitby, ON L1M 1C2
Phone: 416-631-2200
Fax: 905-655-9023

Allandale Industrial Refrigeration
3752 5th Line
Innisfil, ON L9S 3L5
Phone: 705-458-8330
Fax: 705-458-8331

Alliance Air Systems Inc
17 Kenewen Court
Toronto, ON M4A 1R7
Phone: 416-410-4946
Fax: 416-410-0239

Allmec a div. of Consumer Service Systems Inc.
5 Palmer St.
Waterdown, ON L0R 2H3
Phone: 905-690-9934
Fax: 905-689-2622

Amber Air Conditioning Ltd
P O Box 243
Honey Harbour, ON P0E 1E0
Phone: 416-748-6552

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

Ansell Mechanical Ltd
P O Box 1836
Peterborough, ON K9J 7X6
Phone: 705-740-2000
Fax: 705-745-0138

APV Canada Inc
3280 Langstaff Road
Concord, ON L4K 4Z8
Phone: 905-760-1852
Fax: 905-760-1865

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

Associated Mechanical Services Inc
15 Heritage Road, Unit # 8
Markham, ON L3P 3T1
Phone: 905-201-8133
Fax: 905-201-8124

B I C Mechanical Ltd
R R # 1
Brechin, ON L0K 1B0
Phone: 416-748-9199
Fax: 1-800-994-6051

B Lundy Mechanical Ltd
R R # 2
6464 New Dublin Road
Addison, ON K0E 1A0
Phone: 613-342-7820
Fax: 613-342-9048

B M C Mechanical Services
73 - 6040 Montevideo Road
Mississauga, ON L5N 2T4
Phone: 416-569-3532
Fax: 905-813-3298

Barron Refrigeration Ltd
3190 Ridgeway Drive, Unit 21
Mississauga, ON L5L 5S8
Phone: 416-410-2678
Fax: 905-569-6361

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

Bering Mechanical Ltd
261 Bering Avenue
Toronto, ON M8Z 3A5
Phone: 416-231-1414
Fax: 416-234-0827

Black & McDonald Ltd
31 Pullman Court
Scarborough, ON M1X 1E4
Phone: 416-366-2541
Fax: 416-366-2803

Black & McDonald Ltd.
97 Bessemer Road
Suite G
London, ON N6E 1P9
Phone: 519-681-4801
Fax: 519-681-8645

Black & McDonald Ltd
2460 Don Reid Drive
Ottawa, ON K1H 8P5
Phone: 613-526-1216
Fax: 613-526-3960

Black & McDonald Ltd
158 South Service Rd
Stoney Creek, ON L8E 3R6
Phone: 905-560-3100
Fax: 905-662-5882

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

Bowater Mechanical Ltd
59 Howden Road
Unit A
Toronto, ON M1R 3C7
Phone: 416-208-9883
Fax: 416-208-9473

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

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

BWC Services Inc.
162 Guelph St.
Suite 105
Georgetown, ON L7G 5X7
Phone: 416-842-1638
Fax: 519-853-3301

C & L Industrial Refrigeration Inc
P O Box 1449
Uxbridge, ON L9P 1N6
Phone: 905-713-2029
Fax: 905-852-6460

C M Design
1020 Benton Cres
Pickering, ON L1X 1N3

CAM Enterprises, 667568 Ontario Ltd.
4869 Wellington Rd. 29
R. R. # 2 - Stn. Main
Guelph, ON N1H 6H8
Phone: 866-299-6433
Fax: 519-856-2545

Canadian Purchasing Services Inc
52 Bolton Drive
Uxbridge, ON L9P 1W5
Phone: 905-852-2473

Canadian Environmental Air Systems
R. R. # 1
Parry Sound, ON P2A 2W7
Phone: 705-389-3486
Fax: 705-389-2898

Cardinal Mechanical Systems Inc
20 Dalcourt Drive
Scarborough, ON M1E 3H1
Phone: 724-5093

Carmichael Engineering Ltd
103-4093 Meadowbrook Dr
London, ON N6L 1G1
Phone: 519-652-7667
Fax: 519-652-7266

Carmichael Engineering Ltd
3260 Lenworth Drive
Mississauga, ON L4X 2G1
Phone: 905-625-4701
Fax: 905-625-4349

Carmichael Engineering Ltd
1179 Parisien Street
Ottawa, ON K1B 4W4
Phone: 613-741-9732
Fax: 613-741-6345

Carrier Canada Ltd
1515 Drew Road
Mississauga, ON L5S 1Y8
Phone: 905-672-0606
Fax: 905-405-4002

Carrier Canada Ltd
18 Brockley Drive
Hamilton, ON L8E 3P1
Phone: 905-561-5329
Fax: 905-561-5951

Carrier Canada Ltd
354 Neptune Cres
London, ON N6M 1A1
Phone: 519-455-7000
Fax: 519-455-7733

Carrier Canada Ltd
1050 Baxter Road
Baxter Centre
Ottawa, ON K2C 3P1
Phone: 613-820-0720
Fax: 613-820-9462

Cascade Mechanical Services Ltd
122 Sun Pac Blvd
Unit # 1
Brampton, ON L6S 5Z8
Phone: 905-790-7610
Fax: 905-790-7612

Central Refrigeration & Air Cond
5480 Canotek Road, Unit 15
Gloucester, ON K1J 9H6
Phone: 613-748-3845
Fax: 613-747-8749

Centrifugal Associates Inc
46 Fieldway Rd.
6
Toronto, ON M8Z 3L2
Phone: 416-231-0006
Fax: 416-231-5880

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

Christian Mechanical Systems Inc.
Box 1175
76 Peninsula Rd.
Marathon, ON P0T 2E0
Phone: 807-229-2653
Fax: 807-229-2276

CIMCO
65 Villiers Street
Toronto, ON M5A 3S1
Phone: 416-465-7581
Fax: 416-465-8815

CIMCO Refrigeration
99-41 Adelaide St North
London, ON N6B 3P4
Phone: 519-434-6444
Fax: 519-434-2509

CIMCO Shop
61 Villarboit Cres
Concord, ON L4K 4R2
Phone: 416-465-7581
Fax: 905-761-9794

Circa Refrigeration Inc
27 Fisherman Dr, Unit 4
Brampton, ON L7A 1E2
Phone: 905-846-0648
Fax: 905-846-0677

Clow Darling Ltd
P O Box 27087
1201 Cameron Street
Thunder Bay, ON P7C 5Y7
Phone: 807-623-7485
Fax: 807-622-2569

Comfort Plus Mechanical Inc
330A Industrial Pkwy S
Aurora, ON L4G 3V7
Phone: 416-410-1022
Fax: 905-726-7925

Comfort Tech
1813 Route 500 West
Casselman, ON K0A 1M0
Phone: 613-443-0118

Commercial Air Services Inc.
76 Ridley Rd.
Bldg. D-Units 10 & 11
St. Catharines, ON L2S 3Y8
Phone: 866-795-8889
Fax: 905-988-1127

Comstock Canada
3455 Landmark Rd
Burlington, ON L7M 1T4
Phone: 905-335-3333
Fax: 905-335-0304

Comstock Canada
25 North Side Rd.
Unit E
Ottawa, ON K2H 8S1
Phone: 519-451-6450
Fax: 519-451-8773

Comstock Canada
2425 Don Reid Drive
Ottawa, ON K1H 1E3
Phone: 613-737-3518
Fax: 613-737-4203

Concept Air Systems Ltd
1011 Eglinton Avenue East, Unit 9
Mississauga, ON L4W 1K4
Phone: 905-568-9252
Fax: 905-568-8753

Consistent Cooling Inc
189 Lou's Blvd
P O Box 149
Rockwood, ON N0B 2K0
Phone: 905-846-2036
Fax: 877-873-6117

Constant Temperature Control Ltd
220 Industrial Parkway S, Unit 22
Aurora, ON L4G 3V6
Phone: 905-841-7749
Fax: 905-841-1669

Continental Air Systems Inc
16-1375 Southdown Road, Suite 332
Mississauga, ON L5J 2Z1
Phone: 905-855-7519
Fax: 905-855-0214

Cool Check Air Conditioning Ltd
25 Coronet Road, Unit 4
Etobicoke, ON M8Z 2L8
Phone: 236-1000
Fax: 236-4323

Coolbreeze Service Ltd
6500 Northwest Drive
Mississauga, ON L4V 1K4
Phone: 905-672-7887
Fax: 905-672-7829

Coolmark Mechanical Ltd.
70 Silton Rd.
Unit # 12
Vaughan, ON L4L 8B9
Phone: 416-633-7199
Fax: 905-265-9619

Craigeleith Climate Control
R R # 3
P O Box 3160
Collingwood, ON L9Y 3Z2
Phone: 705-445-7474
Fax: 705-445-8089

Cyber Air Systems Inc
3272 Sir John's Homestead
Mississauga, ON L5L 2P1
Phone: 905-569-8040
Fax: 905-569-7663

Dagossy Mechanical & Control Sys. Ltd
42 Blevins Place
Unit 302
Toronto, ON M5A 3M6
Phone: 416-875-2790
Fax: 647-436-6861

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

Dennis Refrigeration
82 Columbus Rd. N.
Columbus, ON L1H 7K4
Phone: 705-887-8711

Direct Energy
2645 Skymark Avenue
Mississauga, ON L4W 4H2
Phone: 905-270-2930
Fax: 905-219-2290

Direct Energy
18 Alliance Blvd
Unit 16
Barrie, ON L4M 5A5
Phone: 705-726-2582
Fax: 705-726-0923

Direct Energy
P O Box 326
Cloyne, ON K0H 1H0
Phone: 613-545-1444

Direct Energy
1751 Wentworth Street
Unit 17
Whitby, ON L1N 8V5
Phone: 905-723-6101
Fax: 905-723-6102

Direct Energy
5360 Canotek Road
Unit 27
Ottawa, ON K1J 8Y6
Phone: 613-748-8686
Fax: 613-746-3839

Diverse HVAC Services
7050 A Bramalea Rd.
Unit 6
Mississauga, ON L5S 1T1
Phone: 416-499-4036
Fax: 416-756-8919

Donair Air-Cond & Heating Serv Ltd
20248 Yonge Street
Holland Landing, ON L9N 1B1
Phone: 416-667-1527
Fax: 905-836-1670

Downhand Welding Ltd.
104 Hilltop Dr.
Lower Sackville, NS B4C 2P5
Phone: 902-865-0344
Fax: 902-865-0344

Drennan Refrigeration Inc
1880 Cheapside Street
London, ON N5V 3E7
Phone: 519-453-9100
Fax: 519-659-4233

Dunlis Mechanical Services Ltd
2 Carson Court
Brampton, ON L6T 4P8
Phone: 905-793-6026
Fax: 905-793-3537

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

E S Fox Ltd
209 Dalton Avenue
Kingston, ON K7K 6C2
Phone: 613-549-4396
Fax: 613-549-1238

E S Fox Ltd
4935 Kent Avenue
Niagara Falls, ON L2H 1J5
Phone: 905-356-2493
Fax: 905-356-0550

E S Fox Ltd
905 Commerce Street
Thunder Bay, ON P7E 6E8

Electrical & Refrigeration Serv. Ltd.
P O Box 969
Moncton, NB E1C 8N8
Phone: 506-857-2233
Fax: 506-856-9981

Ellis Mechanical Ltd.
633 Edgeley Blvd.
Unit # 6
Concord, ON L4K 4H6
Phone: 905-738-0569
Fax: 905-761-8565

Environmental Systems Corporation
120 Saunders Road, Unit 1
Barrie, ON L4M 6E7
Phone: 705-722-3220
Fax: 705-722-7131

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

Executive Air Conditioning Inc
23 Passmore Avenue, Unit # 1
Scarborough, ON M1V 4T3
Phone: 416-293-6224
Fax: 416-293-9483

Firebridge Technical Inc.
4133 Inglewood Dr.
Burlington, ON L7L 1E3
Phone: 905-681-6644
Fax: 905-681-9136

Four Seasons Controlled Climates Ltd
100 Carlauren Road
Woodbridge, ON L4L 8A8
Phone: 416-736-8424
Fax: 416-736-7165

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

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

General Air Systems Inc
65 Woodstream Blvd, Unit 17
Woodbridge, ON L4L 7X6
Phone: 416-740-2188
Fax: 905-851-5384

George A Kelson Co Ltd
1111 Stellar Drive
Unit 11
Newmarket, ON L3Y 7B8
Phone: 905-898-2256
Fax: 905-898-2916

Gordon Wright Electric Ltd
6260 Don Murie Street
Niagara Falls, ON, L2E 6X8
Phone: 905-356-5730
Fax: 905-356-4588

Grant Refrigeration
15 Wellington St W
Creemore, ON L0M 1G0
Phone: 705-466-2319

Grayco Air
1958 Notion Rd.
Pickering, ON L1V 2G3
Phone: 905-428-0283
Fax: 905-428-7420

Graywood Electric
P O Box 263
Georgetown, ON L7G 4Y5
Phone: 905-660-0878
Fax: 905-660-1875

H Griffiths Company Ltd
140 Regina Road
Units 15 – 16
Woodbridge, ON L4L 8N1
Phone: 905-850-7070
Fax: 905-850-7091

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

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

Hepta Control Systems Inc
P O Box 20002
Lambton Mall P. O.
Sarnia, ON N7S 6J3
Phone: 888-726-6688
Fax: 519-541-1964

Heres Heating & Cooling Inc.
582 Maple Ave.
Hamilton, ON L8K 1L2
Phone: 905-543-9473
Fax: 905-543-0751

Highland Refrigeration Services Ltd
50 Petch Crescent
Aurora, ON L4G 5N9
Phone: 905-841-9767
Fax: 905-841-9104

Honeywell Limited
3333 Unity Drive
Mississauga, ON L5L 3S6
Phone: 905-608-6000
Fax: 905-608-6434

Honeywell Limited
2511 Barton Street E
Hamilton, ON L8E 2X1
Phone: 905-573-4500
Fax: 905-573-4595

Honeywell Limited
41 Adelaide Street N
Unit 79
London, ON N6B 3P4
Phone: 519-652-4200
Fax: 519-652-4211

Honeywell Limited
1682 Woodward Drive
Ottawa, ON K2C 3R7
Phone: 613-228-3612
Fax: 613-228-3699

Honeywell Limited
300 Yorkland Blvd
Willowdale, ON M2J 1S1
Phone: 416-758-2655
Fax: 416-758-2740

Honeywell Limited
1500 Fairburn Avenue
Sudbury, ON P3A 1N7
Phone: 705-566-6731
Fax: 705-566-6622

Honeywell Limited
935 Cobalt Cres
Thunder Bay, ON P7B 5R1
Phone: 807-343-5555

Honeywell Limited
3096 Devon Drive
Windsor, ON N8X 4L2
Phone: 519-250-2000
Fax: 519-250-2004

Honeywell Limited
3333 Unity Drive
Mississauga, ON L5L 3S6
Phone: 905-608-6000

Honeywell Limited
155 Gordon Baker Road
North York, ON M2H 3N7
Phone: 416-502-5336
Fax: 416-502-4648

Hubbard Mechanical Inc.
1500 Hilldale Road
R R # 15, Site 2, Comp 20
Thunder Bay, ON P7B 5N1
Phone: 807-473-7792
Fax: 807-768-1858

HVAC Dimensions Ltd.
1235 Williams Pkwy.
P O Box 68553
Brampton, ON L6S 6A1
Phone: 905-790-9860
Fax: 905-790-3428

Hylton Heating and Cooling
1 Northolt Cres
Markham, ON L3R 6P5
Phone: 905-477-5785
Fax: 905-477-2705

Incline Mechanical
221 Pleasant Blvd.
Keswick, ON L4P 2S7
Phone: 905-476-7224
Fax: 905-476-9679

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

Invensys Building Systems (Can) Ltd
2785 Skymark Avenue
Units # 9 & 10
Mississauga, ON L4W 4Y3
Phone: 905-828-7294
Fax: 905-212-9501

Isotherm Engineering Ltd
2133 Royal Windsor Dr, Unit # 37
Mississauga, ON L5J 1K5
Phone: 416-213-5559
Fax: 905-822-5182

J & B Mechanical Systems 1992 Inc
P O Box 487
Station B
Etobicoke, ON M9W 5L4
Phone: 416-231-4187
Fax: 905-785-2974

J L Wilson and Sons Ltd
41 Fima Crescent
Toronto, ON M8W 3R1
Phone: 416-252-3138
Fax: 416-252-9708

J Melvin & Associates Ltd
3045 Southcreek Road
Unit 22
Mississauga, ON L4X 2X6
Phone: 905-629-3322
Fax: 905-629-1091

J W Aubie Heating & Air Cond Ltd
14 Essex Avenue, Unit 34
Thornhill, ON L3T 3Z1
Phone: 905-764-0124
Fax: 905-764-2770

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

JAC Mechanical
19 Collingwood Ave.
Brampton, ON L7A 2E5
Phone: 905-451-1763
Fax: 905-460-0614

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

Jeff Langley Ref. 1562580 Ont. Inc.
117 Twin Cres.
Hamilton, ON L8W 3A6
Phone: 905-574-9395

John Baycroft Mechanical Systems
1050 Britannia Rd East, Unit 22
Mississauga, ON L4W 4N9
Phone: 905-670-2665
Fax: 905-564-9276

John Clough and Son Ltd.
11 Mountain Avenue South
Stoney Creek, ON L8G 2V5
Phone: 905-662-8556
Fax: 905-664-1986

Johnson Controls
Shared Service Ctr. A-54
507 E Michigan Street
Milwaukee, WI 53202
Phone: 414-524-3988
Fax: 414-228-3366

Johnson Controls - Airport
Pearson Int'l Airport
P O Box 6038
Toronto, ON L5P 1B2
Phone: 905-676-8299

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

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

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

Johnson Controls Limited
7400 Birchmount Road
Markham, ON L3R 5V4
Phone: 905-475-7610
Fax: 905-474-5349

Johnston & Damery Ltd
55 Administration Rd.
Unit # 20
Concord, ON L4K 4G9
Phone: 905-761-0329
Fax: 905-761-1810

Jordan Boiler Repair Incorporated
385 Calderstone Crescent
Scarborough, ON M1C 3A3
Phone: 416-282-9902
Fax: 416-282-9607

Kane Mechanical Inc
1012 Kelly Lake Road
Sudbury, ON P3E 5P4
Phone: 705-675-3055
Fax: 705-675-2934

Kevin Orr Mechanical
29 Firestone Road
Etobicoke, ON M9C 4N1
Phone: 416-236-6929
Fax: 416-621-3886

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

Leeward Air Refrigeration Air Cond
& Heating Inc
141 Patterson Road
Barrie, ON L4N 7B8
Phone: 705-721-1331

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

M A S Mechanical Ltd
3687 Weston Road
Weston, ON M9L 1V8
Phone: 416-740-5051
Fax: 416-740-5324

M.T.I. Ltd
220 Royal Crest Court
Unit 18
Markham, ON L3R 9Y2
Phone: 905-513-1953
Fax: 905-513-1955

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

Main Air Systems Inc
3075 Ridgeway Drive
Unit 20
Mississauga, ON L5L 5M6
Phone: 905-820-7707
Fax: 905-820-2777

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 Road
Pickering, ON L1W 1Z7
Phone: 905-831-0524
Fax: 905-831-1628

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

Mayfair Systems
155 McIntosh Drive
Unit # 1
Markham, ON L3R 0N6
Phone: 905-475-6051
Fax: 905-475-0560

McQuay Service
P O Box 2510
Staunton, VA 24402-2510
Phone: 540-248-9230
Fax: 540-248-9468

McQuay Service
3 Brewster Road
Unit 21
Brampton, ON L6T 5B7
Phone: 905-794-2794
Fax: 905-794-2795

MDF Mechanical LTD.
2100 Steeles Ave. E.
Brampton, ON L6T 3X1
Phone: 905-789-9944
Fax: 905-789-9202

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

Mechanical Consulting Services
53 Stornwood Court
Brampton, ON L6W 4J1
Phone: 416-984-2208

Michael Mechanical Serv (East) Ltd
5480 Canotek Road
Unit 15
Gloucester, ON K1J 9H6
Phone: 613-747-8951
Fax: 613-747-8749

Michael Mechanical Services Incorp
3585 Laird Rd.
Unit # 144
Mississauga, ON L5L 5Z8
Phone: 905-828-0004
Fax: 905-828-2436

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

Moe Refrigeration Welding Co.
47 Hillfarm Drive
Scarborough, ON M1V 3C6
Phone: 416-292-9612

Multi Technical Systems / MTS
36 Prince Dr.
Bradford, ON L3Z 3B7
Phone: 905-960-2978
Fax: 705-686-3152

MYKO Mechanical Ltd
1628 Corkstone Glade
Mississauga, ON L4W 2G1
Phone: 905-238-8302
Fax: 905-238-8307

MYKO Mechanical Ltd.
5369 Jameson Cres.
Burlington, ON L7L 6Z1
Phone: 905-238-8302
Fax: 905-238-8307

Neelands Refrigeration Ltd
1252 Northside Road
Burlington, ON L7M 1H6
Phone: 905-332-4555
Fax: 905-332-7090

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

Newark Plumbing & Heating
10 Henegan Rd.
Virgil, ON L0S 1T0
Phone: 905-468-1544
Fax: 905-468-1289

Nortek Mechanical Services
R R # 2
1350 Queen Street West
Brampton, ON L6V 1A1
Phone: 416-709-4287
Fax: 905-460-1310

Northern Air Environmental Tech Inc
5 Sandhill Court
Brampton, ON L6T 5J5
Phone: 905-458-9988
Fax: 905-458-9694

Nortown Air Systems
49 Densley Avenue
Toronto, ON M6M 2P5
Phone: 416-235-2727
Fax: 416-235-2763

Oakwood Mechanical Systems Ltd
1885 Clements Road
Unit 280
Pickering, ON L1W 3V4
Phone: 905-619-0114
Fax: 905-619-1582

Ontario Electrical Construction Co
7 Compass Court
Scarborough, ON M1S 5N3
Phone: 416-363-5741
Fax: 416-363-6901

Ontario Air Systems Ltd
1885 Clements Road
Unit 215
Pickering, ON L1W 3V4
Phone: 905-428-8080
Fax: 905-428-0655

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

Overall Heating & Air Conditioning
547 Simcoe St.
Box 673
Beaverton, ON L0K 1A0
Phone: 705-426-5098
Fax: 705-426-5657

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

Park Aire Systems Inc
34 Cumbrian Crt
Brampton, ON L6X 2J8
Phone: 905-874-1611
Fax: 905-874-0417

Parsons Welding
R R # 2
Tillsonburg, ON N4G 4G7
Phone: 519-842-7679
Fax: 519-842-4499

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

Plan Group
27 Vanly Cres
North York, ON M3J 2B7
Phone: 416-635-9040
Fax: 416-635-9764

Prime Air Control Inc
40 Doonaree Drive
North York, ON M3A 1M6
Phone: 416-287-2454
Fax: 416-449-6866

Pro-Tech Mechanical Services Ltd
685 Hamilton Road
London, ON N5Z 1T4
Phone: 519-452-1631
Fax: 519-452-1632

R H A Environmental
35 Anne Street South
Unit 4, Second Floor
Barrie, ON L4N 2C7
Phone: 705-726-4958
Fax: 705-726-1575

Ral-Air Mechanical Inc
78 Willowbrook Road
Thornhill, ON L3T 5K9
Phone: 416-299-5855
Fax: 905-899-1250

Ram Aire Environmental
(Div of 1202273 Ont Ltd)
19 Kenview Drive Unit 58
Brampton, ON L6T 5G6
Phone: 905-458-4770
Fax: 905-458-1530

Ram Technical Services Inc.
245 King George Rd. # 131
Brantford, ON N3R 7N7
Phone: 519-755-4457
Fax: 519-758-9919

Readair Mechanical Services Ltd
271 Nantucket Blvd
Scarborough, ON M1P 2P2
Phone: 416-759-9355
Fax: 416-759-7730

Ready Mechanical Systems Ltd
5614 Whistler Crescent
Mississauga, ON L4Z 3R6
Phone: 905-712-2946
Fax: 905-712-3619

Richmond Hill Refrigeration, HTG, A/C Inc.
344 Newkirk Rd.
Richmond Hill, ON L4C 3G7
Phone: 905-884-1964
Fax: 905-884-1207

Ridgeway Refrigeration
36 Garden Ave.
Brampton, ON L6X 1M5
Phone: 905-455-8616
Fax: 905-455-8224

RNR Mechanical Contractors Inc.
205 Gladwish Rd.
P O Box 2737
Sarnia, ON N7T 7V9
Phone: 519-344-1163
Fax: 519-344-8495

Robcan Air Conditioning Ltd
7955 Torbram Road
Unit 19
Brampton, ON L6T 5B9
Phone: 905-840-7454
Fax: 905-840-2269

Romo Air Systems
4474 Glen Erin Dr
Mississauga, ON L5M 4G3
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

RTIC Technologies Inc.
633 Edgeley Blvd.
Unit # 3
Concord, ON L4K 4H6
Phone: 905-669-5062
Fax: 905-669-5041

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

S.M. Mechanical
358 Broadway Ave.
Milton, ON L9T 1T7
Phone: 905-693-8682
Fax: 905-693-8682

Sarnia Commercial & Ind Refrige Ltd
19 Metcalfe Drive
Sarnia, ON N7X 1A3
Phone: 519-542-0333
Fax: 519-542-5527

Sayers & Associates Ltd
2240 Argentia Road
Mississauga, ON L5N 2X6
Phone: 905-821-4500
Fax: 905-821-0664

Sayers & Associates Ltd
2171 McGee Side Road
Carp, ON K0A 1L0
Phone: 613-831-9488
Fax: 613-831-9481

Scott Mechanical Ltd
5155 Spectrum Way
Unit 33
Mississauga, ON L4W 5A1
Phone: 905-625-4724
Fax: 905-625-4264

Sentry Air Systems
P O Box 880
Streetsville, ON L5M 2C4
Phone: 905-629-4766
Fax: 905-629-4125

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

Shea Control Systems Ltd
304 Grays Road North
Stoney Creek, ON L8E 1V5
Phone: 905-561-9731
Fax: 905-578-3140

Siemens Building Tech Ltd
Landis Division
2 Kenview Blvd
Brampton, ON L6T 5E4
Phone: 905-799-9937
Fax: 905-799-2206

Siemens Building Tech Ltd
2435 Holly Lane
Ottawa, ON K1V 7P2
Phone: 613-733-9781
Fax: 613-737-4985

Siemens Building Tech Ltd
710 South Service Road
Unit 1
Stoney Creek, ON L8E 5S7
Phone: 905-643-2200
Fax: 905-643-6775

Simtec Heating and Air Conditioning
5030 Timberlea Blvd
Mississauga, ON L4W 2S5
Phone: 905-629-0390
Fax: 905-629-1048

Skuce Welding and Piping Ltd
R R # 4
Lindsay, ON K9V 4R4
Phone: 705-324-0760

Smith Quality Temp. Control Inc.
48 Bramble Cres.
Stouffville, ON L4A 7Y5
Phone: 905-640-8499
Fax: 905-640-8717

Springbank Mechanical Systems Ltd
4141 Sladeview Crescent
Unit # 11
Mississauga, ON L5L 5T1
Phone: 905-569-8990
Fax: 905-569-8992

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

Standard Mechanical Systems Ltd
1285 Richmond Road
Suite 2205
Ottawa, ON K2B 7Z4
Phone: 613-233-9040
Fax: 613-721-2210

State Contractors

Building 6 Unit 600
Airport Ind Mall RR # 2
Breslau, ON NOB 1M0
Phone: 519-648-2145
Fax: 519-648-2527

State Contractors

P O Box 201
Oakville, ON L6J 5A2
Phone: 905-845-8396
Fax: 905-842-8992

Sterling Mechanical

67 Derose Ave.
Bolton, ON L7E 1A7
Phone: 905-857-9653
Fax: 905-857-9653

Sun Dawn Integrated Services Inc

1693 Mattawa Avenue
Mississauga, ON L4X 1K5
Phone: 905-277-4822
Fax: 905-277-4911

Superior Trade Services Ltd

50 Thornmount Drive
Unit # 30
Scarborough, ON M1B 3J4
Phone: 416-281-3351
Fax: 416-281-3308

Sutherland-Schultz Ltd

P O Box 5006
Cambridge, ON N3H 5P3
Phone: 519-653-4123
Fax: 519-653-3232

System Seven Heating & Air Cond. Inc.

646 Village Parkway
Unit # 48
Unionville, ON L3R 2S7
Phone: 905-946-0568
Fax: 905-477-9319

System Seven Heating & Air Cond. Inc.

215 - 4003 Bayview Ave.
North York, ON M2M 3Z8
Phone: 905-946-0568
Fax: 905-477-9319

T & D Air Cond Processes Inc

13 Casper Cres
Brampton, ON L6W 4N3
Phone: 905-792-6688
Fax: 905-792-6995

Techaire Systems Canada Inc

5 Sandhill Court
Unit D
Brampton, ON L6T 5J5
Phone: 905-790-0700
Fax: 905-790-0704

Techore Heating & Cooling Co

P O Box 160
Streetsville, ON L5M 2B8
Phone: 905-828-8976
Fax: 905-820-4142

Temp Air Control

P O Box 40
Alliston, ON L9R 1T9
Phone: 705-435-9271
Fax: 905-458-9694

Tempo Services Ltd.

33 Beechfern Drive
Stittsville, ON K2S 1E3
Phone: 613-836-5611
Fax: 613-836-1974

The Roberts Group Inc.

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

The State Group Industrial Ltd
4000 Weston Road
Toronto, ON M9L 3A2
Phone: 416-240-0610
Fax: 416-240-7920

Thermal Mechanical Systems
648 Squire Street
Unit 5
Thunder Bay, ON P7B 4A8
Phone: 807-345-5200
Fax: 807-345-5784

Thermal Exchange Service
33 Yorkleigh Ave.
Etobicoke, ON M9P 1Y3
Phone: 416-241-9839
Fax: 416-241-0876

Thermal Process Systems Inc.
12056 Tecumseh Rd.
Tecumseh, ON N8N 1L9
Phone: 519-735-3538
Fax: 519-735-3539

Thermal Tech. Services
6589 Eastridge Rd.
Mississauga, ON L5N 4L5
Phone: 905-826-9431
Fax: 905-826-7806

Tomas Mechanical Services
9 Allonsius Drive
Etobicoke, ON M9C 3N4
Phone: 416-621-1809

Toronto District School Board
5050 Yonge Street
Payroll Services 4th Fl
Toronto, ON M2N 5N8
Phone: 416-406-0115
Fax: 416-406-3410

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

Trane Toronto Division
Wabco Standard Trane Inc
4051 Gordon Baker Road
Scarborough, ON M1W 2P3
Phone: 416-499-5100
Fax: 416-499-3342

Trans Air Mechanical Ltd
808 Phillip Murray Avenue
Oshawa, ON L1J 1J4
Phone: 905-434-8132
Fax: 905-434-5260

Transcool Inc
411 Industrial Rd.
Unit 20
London, ON N5V 3L3
Phone: 519-457-2390
Fax: 519-457-2389

Unitech Building Systems & Services
P O Box 322
27 Erinlea Cres
Erin, ON N0B 1T0
Phone: 519-833-9077

Universal Burners & Controls Inc.
2170 Fasan Dr.
Windsor, ON N0R 1L0
Phone: 519-737-7979
Fax: 519-737-1313

W. A. C. Heating & Cooling
R. R. # 2
3516 Town Line
Orillia, ON L3V 6H2
Phone: 705-325-3507
Fax: 705-325-2088

Walbridge Specialty Services
77 Bessemer Road
Unit # 1
London, ON N6E 1P9
Phone: 519-681-2814
Fax: 519-681-9917

Walbridge Specialty Services
2425 Central Ave.
Windsor, ON N8W 4J4
Phone: 519-251-0051
Fax: 519-251-0440

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

Westaire Air Conditioning & Htg Ltd
70 Wesley Avenue
Mississauga, ON L5H 2M9
Phone: 905-278-8868
Fax: 905-278-8270

Wiggins Mechanical Contractors Ltd.
368 Munster Ave.
Toronto, ON M8Z 3C7
Phone: 416-233-5562
Fax: 416-233-6979

Wintech Air Systems Inc.
1530 Drew Road
Unit # 17
Mississauga, ON L5S 1W8
Phone: 905-673-2345
Fax: 905-673-2346

Wormald Mechanical Systems
21 Morning Glory Cres.
Whitby, ON L1R 1N3
Phone: 905-626-6620
Fax: 905-721-9273

Xtra Mechanical Limited
221 Deerhurst Drive
Unit 12 to 14
Brampton, ON L6T 5L7
Phone: 905-789-7771
Fax: 905-789-7799

York International Ltd
2323 Winston Park Drive
Oakville, ON L6H 6R7
Phone: 905-829-1411
Fax: 905-829-5194

York International Ltd
18G Enterprise Ave.
Ottawa, ON K2G 0A6
Phone: 613-596-9111
Fax: 613-828-6391

You-Got-Air
26 Smoothwater Street
Brampton, ON L6R 2G2
Phone: 416-889-2768
Fax: 905-584-0815

You-Got-Air
27 Jean St.
Caledon, ON L0N 1E0
Phone: 416-889-2768
Fax: 905-584-0815

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

Zrobok Aire Ltd
2133 Royal Windsor Drive
Unit 16
Mississauga, ON L5J 1A5
Phone: 905-822-6654
Fax: 905-822-7202

**NON I.C.I. CONSTRUCTION,
SERVICE AND MAINTENANCE
COLLECTIVE AGREEMENT
2004 - 2007**

between:

O.R.A.C.

and

U.A. LOCAL 787

on behalf of:

the O.R.A.C. Non I.C.I. Construction, Service and Maintenance Collective Agreement list of Employers in Appendix "D"

together with

such other Employers, also listed in Appendix "D", for whom the above noted Association may subsequently establish the right to bargain collectively in this bargaining unit and any other Employer who may execute an acceptance of the terms and conditions of this Collective Agreement.

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

(2004)

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 Foreman, 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, 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" 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:

Working Foreman
Journeyman Mechanic
Apprentice
Maintenance Mechanic
Student

Which 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./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 Journeymen members employed.

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

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

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 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./L.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

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 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 "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, 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.

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

11.03 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.

11.04 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.

11:05 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.

11:06 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 inconvenience

incurred, will be paid stand-by pay, as outlined in 11:07, in addition to actual time responding to a call at the job site (3 hour minimum) at prevailing rates. This emergency work will be offered on an equal basis to all qualified Journeymen mechanics available in the service of the Employer.

11:07 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.

11:08 **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.

11:09 **BEREAVEMENT LEAVE** - In the event of a death in the employee's immediate family, i.e.: the employee's children, parents, grandparents, brothers, sisters, spouse, or the spouse's parents, grandparents, brothers and sisters the Employer will grant to 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..

11:10 **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 \$50.00 per day and by the Union at \$50.00 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 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, 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.
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.
- 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: TRANSPORTATION, TRAVEL AND ACCOMMODATION

- 13:01 Any employee not supplied with transportation by the Employer and therefore uses his/her own vehicle shall receive .50 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 \$30 per day or per call 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 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 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/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/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 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 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 "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 (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 Employee.

(b) The following charts show the basic hourly rates and total wage package which will apply from May 17, 2004 to April 30th, 2007 for all Local 787 Journeyman members and UA members of other Locals working on a Travel Card in Local 787.

JOURNEYMEN TOTAL WAGE PACKAGE MAY 17, 2004

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$35.47	\$3.55	\$7.49	\$46.51	\$0.27
2	34.97	3.50	7.49	45.96	0.27
3	34.47	3.45	7.49	45.41	0.27
4	33.97	3.40	7.49	44.86	0.27

**JOURNEYMEN TOTAL WAGE PACKAGE
MAY 1, 2005**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$36.47	\$3.65	\$7.59	\$47.71	\$0.27
2	35.97	3.60	7.59	47.16	0.27
3	35.47	3.55	7.59	46.61	0.27
4	34.97	3.50	7.59	46.06	0.27

**JOURNEYMEN TOTAL WAGE PACKAGE
MAY 1, 2006**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
1	\$37.47	\$3.75	\$7.59	\$48.81	\$0.27
2	36.97	3.70	7.59	48.26	0.27
3	36.47	3.65	7.59	47.71	0.27
4	35.97	3.60	7.59	47.16	0.27

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 17, 2004**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	\$13.33	\$1.33	\$4.54	\$19.20	\$0.27
Term 2	17.00	1.70	5.04	23.74	0.27
Term 3	21.11	2.11	5.04	28.26	0.27
Term 4	25.28	2.53	5.04	32.85	0.27
Term 5	29.41	2.94	5.04	37.39	0.27

Zone 2

Term 1	\$13.13	\$1.31	\$4.54	\$18.98	\$0.27
Term 2	16.75	1.67	5.04	23.46	0.27
Term 3	20.91	2.09	5.04	28.04	0.27
Term 4	24.94	2.49	5.04	32.47	0.27
Term 5	29.01	2.90	5.04	36.95	0.27

Zone 3

Term 1	\$12.93	\$1.29	\$4.54	\$18.76	\$0.27
Term 2	16.48	1.65	5.04	23.17	0.27
Term 3	20.51	2.05	5.04	27.60	0.27
Term 4	24.57	2.46	5.04	32.07	0.27
Term 5	28.65	2.86	5.04	36.55	0.27

Zone 4

Term 1	\$12.73	\$1.27	\$4.54	\$18.54	\$0.27
Term 2	16.21	1.62	5.04	22.87	0.27
Term 3	20.22	2.02	5.04	27.28	0.27
Term 4	24.23	2.42	5.04	31.69	0.27
Term 5	28.22	2.82	5.04	36.08	0.27

**APPRENTICE TOTAL WAGE PACKAGE
MAY 1, 2005**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total PKG.	Field Dues Deductions
Zone 1					
Term 1	\$13.67	\$1.37	\$4.64	\$19.68	\$0.27
Term 2	17.45	1.75	5.14	24.34	0.27
Term 3	21.65	2.17	5.14	28.96	0.27
Term 4	25.95	2.60	5.14	33.69	0.27
Term 5	30.19	3.02	5.14	38.35	0.27
Zone 2					
Term 1	\$13.47	\$1.35	\$4.64	\$19.46	\$0.27
Term 2	17.20	1.72	5.14	24.06	0.27

Term 3	21.47	2.15	5.14	28.76	0.27
Term 4	25.61	2.56	5.14	33.31	0.27
Term 5	29.79	2.98	5.14	37.91	0.27

Zone 3

Term 1	\$13.27	\$1.33	\$4.64	\$19.24	\$0.27
Term 2	16.94	1.69	5.14	23.77	0.27
Term 3	21.07	2.11	5.14	28.32	0.27
Term 4	25.25	2.52	5.14	32.91	0.27
Term 5	29.43	2.94	5.14	37.51	0.27

Zone 4

Term 1	\$13.07	\$1.31	\$4.64	\$19.02	\$0.27
Term 2	16.66	1.67	5.14	23.47	0.27
Term 3	20.78	2.08	5.14	28.00	0.27
Term 4	24.90	2.49	5.14	32.53	0.27
Term 5	29.00	2.90	5.14	37.04	0.27

**APPRENTICE TOTAL WAGE PACKAGE
MAY 1, 2006**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Zone 1					
Term 1	\$14.07	\$1.41	\$4.64	\$20.12	\$0.27
Term 2	17.95	1.80	5.14	24.89	0.27
Term 3	22.25	2.23	5.14	29.62	0.27
Term 4	26.65	2.67	5.14	34.46	0.27
Term 5	30.99	3.10	5.14	39.23	0.27
Zone 2					
Term 1	\$13.87	\$1.39	\$4.64	\$19.90	\$0.27
Term 2	17.70	1.77	5.14	24.61	0.27
Term 3	22.07	2.21	5.14	29.42	0.27
Term 4	26.31	2.63	5.14	34.08	0.27
Term 5	30.59	3.06	5.14	38.79	0.27

Zone 3

Term 1	\$13.67	\$1.37	\$4.64	\$19.68	\$0.27
Term 2	17.44	1.74	5.14	24.32	0.27
Term 3	21.67	2.17	5.14	28.98	0.27
Term 4	25.95	2.59	5.14	33.68	0.27
Term 5	30.23	3.02	5.14	38.39	0.27

Zone 4

Term 1	\$13.47	\$1.35	\$4.64	\$19.46	\$0.27
Term 2	17.16	1.72	5.14	24.02	0.27
Term 3	21.38	2.14	5.14	28.66	0.27
Term 4	25.60	2.56	5.14	33.30	0.27
Term 5	29.80	2.98	5.14	37.92	0.27

(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.

14:05 MAINTENANCE MECHANIC TOTAL WAGE PACKAGE

MAY 17, 2004 - ALL ZONES

Class Fund	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Jr. M.M.	\$13.33	\$1.33	\$4.54	\$19.20	\$0.27
M.M.	17.00	1.70	5.04	23.74	0.27

ALL ZONES- MAY 1, 2005

Class Fund	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Jr. M.M.	\$13.67	\$1.37	\$4.64	\$19.68	\$0.27
M.M.	17.45	1.75	5.14	24.34	0.27

ALL ZONES- MAY 1, 2006

Class Fund	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind Trng. Fund	Total Pkg.	Field Dues Deductions
Jr. M.M.	\$14.07	\$1.41	\$4.64	\$20.12	\$0.27
M.M.	17.95	1.80	5.14	24.89	0.27

- 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 Foreman shall be the basic Journeymen'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. 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.

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..

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

- 16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen, Apprentice and Journeymen 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 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 \$0.09 (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: 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 \$1.95 for each hour earned effective May 17, 2004 and \$2.05 for each hour earned effective May 1, 2005 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 and Maintenance Mechanic employee in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices/Jr.

Maintenance Mechanics) and \$4.95 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 \$0.27 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 17, 2004 a combined contribution rate of \$7.49 for Journeymen, \$4.54 for first term Apprentices/Jr. Maintenance Mechanics and \$5.04 for apprentices term 2 thru term 5 and Maintenance Mechanic will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01. Effective May 1, 2005 contribution rate increases to \$7.59 for Journeymen, \$ 4.64 for first term Apprentices/Jr. Maintenance Mechanics and \$5.14 for Apprentices terms 2 thru terms 5. and Maintenance Mechanics.

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:

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 \$1000.00 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 \$1000.00 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 Journeymen 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 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.

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

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 \$150.00 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..

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 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 settlement is not reached with the Employer, the Industry Committee will meet within 10 working days and render their decision within that time. 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 30, 2007 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.

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.

31:04 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
1020 Brock Road, Suite 2003
Pickering Ontario
L1H 3H2

ARTICLE 32: SAVINGS CLAUSE

32:01 Collective Agreement will be no less favourable to O.R.A.C. Employers per Appendix "G" 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 17, 2004.

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

Tony Finelli

Randy Pye

John Homiak

Marc Nicholas

Ian Cockburn

Andrew Turner

Ontario Refrigeration and Air Conditioning Contractors Association

Grant Sheahan

David Underwood

Bob Steenson

Ted Martin

Jack McAughey

Philip Taggart

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"

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.

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

1163055 Ontario Inc - L R Welding
1430986 Ontario Corp/Roper Controls
1606108 Ontario Inc.
398362 Ontario Ltd - T/A Etobicoke Sheet Metal
462289 Ontario Limited - Tri-Air Systems
559019 Ontario Limited - Atlantic Cooling
946766 Ontario Limited - Summit Mechanical
A.O.T. Maintenance
Absolute Building Control Services
Absolute Air Systems
Adelt Mechanical Works Ltd.
Ainsworth Inc
Air Con Systems
Air Force A/Con & Heating Systems
Air Source Mechanical Inc.
Air Spectrum Ltd
Air Stream Mechanical Systems
AIRCO Mechanical Ltd
Allandale Industrial Refrigeration
Alliance Air Systems Inc
Allmec a div. of Consumer
Amber Air Conditioning Ltd
Ambient Mechanical Ltd
Ansell Mechanical Ltd
APV Canada Inc
Art Blake Refrigeration Ltd
Associated Mechanical Services Inc
B I C Mechanical Ltd
B Lundy Mechanical Ltd
B M C Mechanical Services
Barron Refrigeration Ltd

Beebe Mechanical Systems Ltd
Bering Mechanical Ltd
Black & McDonald Ltd
Bogar-Paterson Ltd.
Bowater Mechanical Ltd
Broom's Mechanical Contracting Ltd
Buhler Mechanical Service
BWC Services Inc.
C & L Industrial Refrigeration Inc
C M Design
CAM Enterprises - 667568 Ontario Ltd.
Canadian Purchasing Services Inc
Canadian Environmental Air Systems
Cardinal Mechanical Systems Inc
Carmichael Engineering Ltd
Carrier Canada Ltd
Cascade Mechanical Services Ltd
Central Refrigeration & Air Conditioning
Centrifugal Associates Inc
Chad Air Systems
Christian Mechanical Systems Inc.
CIMCO
Circa Refrigeration Inc
Clow Darling Ltd
Comfort Plus Mechanical Inc
Comfort Tech
Commercial Air Services Inc.
Comstock Canada
Concept Air Systems Ltd
Consistent Cooling Inc
Constant Temperature Control Ltd
Continental Air Systems Inc
Cool Check Air Conditioning Ltd

Coolbreeze Service Ltd
Coolmark Mechanical Ltd.
Craigeith Climate Control
Cyber Air Systems Inc
Dagossy Mechanical & Control Systems Ltd
Demand Air Systems Ltd
Dennis Refrigeration
Diverse HVAC Services
Donair Air-Conditioning & Heating Services Ltd
Downhand Welding Ltd.
Drennan Refrigeration Inc
Dunlis Mechanical Services Ltd
E S Fox Ltd
Electrical & Refrigeration Services Ltd.
Ellis Mechanical Ltd.
Environmental Systems Corporation
Etobicoke Mechanical Company
Executive Air Conditioning Inc
Firebridge Technical Inc.
Four Seasons Controlled Climates Ltd
G D R Mechanical Inc
GA Enns Industrial Refrigeration Ltd
General Air Systems Inc
George A Kelson Co Ltd
Gordon Wright Electric Ltd
Grant Refrigeration
Grayco Air
Graywood Electric
H Griffiths Company Ltd
H.V.A.C. Consultants Inc
HECO
Hepta Control Systems Inc
Heres Heating & Cooling Inc.

Highland Refrigeration Services Ltd
Honeywell Limited
Hubbard Mechanical Inc.
HVAC Dimensions Ltd.
Hylton Heating and Cooling
Incline Mechanical
Industrial Refrigeration Systems Inc
Invensys Building Systems (Can) Ltd
Isotherm Engineering Ltd
J & B Mechanical Systems 1992 Inc
J L Wilson and Sons Ltd
J Melvin & Associates Ltd
J W Aubie Heating & Air Cond Ltd
J. L. Refrigeration Inc.
JAC Mechanical
Jade Logic Building Tech Inc
Jeff Langley Ref. - 1562580 Ont. Inc.
John Baycroft Mechanical Systems
John Clough and Son Ltd.
Johnson Controls Limited
Johnston & Damery Ltd
Jordan Boiler Repair Incorporated
Kane Mechanical Inc
Kevin Orr Mechanical
Laser Heating & Air-conditioning Inc
Leeward Air Refrigeration Air Conditioning & Heating Inc
Lou's Heating Systems Inc
M A S Mechanical Ltd
M.T.I. Ltd
Magtech Mechanical Systems Inc
Main Air Systems Inc
Major Air Systems Ltd
Mapleridge Mechanical

Margell Mechanical Contractors Ltd
Mayfair Systems
McQuay Service
MDF Mechanical LTD.
Mechanical Aire Services Ltd
Mechanical Consulting Services
Michael Mechanical Services (East) Ltd
Michael Mechanical Services Inc.
Mitchell Refrigeration Ltd
Moe Refrigeration Welding Co.
Multi Technical Systems / MTS
MYKO Mechanical Ltd
Neelands Refrigeration Ltd
Nelco Mechanical Ltd
Newark Plumbing & Heating
Nortek Mechanical Services
Northern Air Environmental Tech Inc
Nortown Air Systems
Oakwood Mechanical Systems Ltd
Ontario Electrical Construction Co
Ontario Air Systems Ltd
Ontario Heating & A. C. Ltd.
Overall Heating & Air Conditioning
Pamar Mechanical Ltd
Park Aire Systems Inc
Parsons Welding
Penn Refrigeration Ltd
Plan Group
Prime Air Control Inc
Pro-Tech Mechanical Services Ltd
R H A Environmental
Ral-Air Mechanical Inc
Ram Aire Environmental - (Div of 1202273 Ont Ltd)

Ram Technical Services Inc.
Readair Mechanical Services Ltd
Ready Mechanical Systems Ltd
Richmond Hill Refrig., HTG, A/C Inc.
Ridgeway Refrigeration
RNR Mechanical Contractors Inc.
Robcan Air Conditioning Ltd
Romo Air Systems
Rosetown Central Refrigeration
RTIC Technologies Inc.
S I G Mechanical Services Ltd
S. M. Mechanical
Sarnia Commercial & Industrial Refrigeration Ltd
Sayers & Associates Ltd
Scott Mechanical Ltd
Sentry Air Systems
Servocraft Ltd
Shea Control Systems Ltd
Siemens Building Tech Ltd - Landis Division
Simtec Heating and Air Conditioning
Skuce Welding and Piping Ltd
Smith Quality Temp. Control Inc.
Springbank Mechanical Systems Ltd
Standard Mechanical Systems Ltd
Stannair Conditioning Inc
State Contractors
Sterling Mechanical
Sun Dawn Integrated Services Inc
Superior Trade Services Ltd
Sutherland-Schultz Ltd
System Seven Heating & Air Conditioning Inc.
T & D Air Conditioning Processes Inc
Techaire Systems Canada Inc
Techore Heating & Cooling Co

Temp Air Control
 Tempro Services Ltd.
 The Roberts Group Inc.
 The State Group Industrial Ltd
 Thermal Mechanical Systems
 Thermal Exchange Service
 Thermal Process Systems Inc.
 Thermal Tech. Services
 Tomas Mechanical Services
 Toronto District School Board
 Trane Service Agency (London)
 Trane Toronto Division - Wabco Standard Trane Inc
 Trans Air Mechanical Ltd
 Transcool Inc
 Unitech Building Systems & Services
 Universal Burners & Controls Inc.
 W. A. C. Heating & Cooling
 Walbridge Specialty Services
 Walbridge Specialty Services
 Weiss Service Associates Inc.
 Westaire Air Conditioning & Htg Ltd
 Wiggins Mechanical Contractors Ltd.
 Wintech Air Systems Inc.
 Wormald Mechanical Systems
 Xtra Mechanical Limited
 York International Ltd
 You-Got-Air
 Zepher Mechanical
 Zrobok Aire Ltd

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